

**ADDENDUM NO. 2
TO THE AGREEMENT DATED APRIL 18, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND AVCON, INC.**

Project: Construction Administration Services for V-00998 18L/36R Vault Fire Suppression System Renovations, Orlando International Airport

THIS ADDENDUM is effective this 25th day of April, 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 **LUMP SUM** amount of **THREE THOUSAND EIGHT HUNDRED TWELVE AND NO/100 DOLLARS (\$3,812.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$3,812.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$3,812.00

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 May 2, 2023.

GREATER ORLANDO AVIATION AUTHORITY


box SIGN 4W8BQ9Z1-4YR26Z2R

By:

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 Apr 28, 2023**



By:

box SIGN 1UBBLK51-4YR26Z2R
**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

AVCON, INC.


box SIGN 4W8779J8-4YR26Z2R

By:

Signature (Duly Authorized Rep.)

SANDEEP SINGH

Printed Name

President

Title



Memorandum

To: Members of the Construction Committee

From: Tuan Nguyen, P.E., Manager, Engineering
(Prepared by Alex Sorondo)

Date: April 25, 2023

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, Inc. for Engineering Evaluation Services for V-00998 18L/36R Vault Fire Suppression System Renovations, Orlando International Airport

Consultant's proposal, dated April 7, 2023, is to provide engineering support services for the removal of the CO2 fire suppression system from the runway 18L/36R electrical vault at the Orlando International Airport.

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: _____

Consultant shall, with each monthly invoice, certify that the assigned work and services are on schedule to be completed within the contracted lump sum price, or provide at time of certification a written notice to the Aviation Authority of any deviations.

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 Operation and Maintenance Fund 301.631.110.5310009.000.000000. Funding source verified by Andrea Harpaz of Construction Finance on 4/21/22 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	\$0.00
Lump Sum Fees	\$3,812.00
Not to Exceed Expenses	\$0.00
TOTAL	\$3,812.00
AAC – Compliance Review Date	MPG 4/21/23
AAC – Funding Eligibility Review Date	4/21/23

Req. 94025



AVCON, INC.
Engineers & Planners

5555 E. Michigan St.
Orlando, FL, 32822
Phone: (407) 599-1122
www.avconinc.com

April 7, 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
RWY 18L/36R Vault Modifications – CO2 System Removal
Orlando International Airport**



Dear Mr. Nguyen:

Based on communication with Alex Sorondo and Eric Filbert, it is our understanding that GOAA would like to completely remove the existing CO2 fire suppression system from the Runway 18L/36R Vault. To be compliant with the building code, this would require the following scope of work:

- Removal of CO2 system
- Addition of a new exterior opening in the Electrical Room with a new hollow metal door.
- Addition of a new emergency exit sign for the new door.

AVCON will provide 100% Design Services for this effort, which will include:

1. Completion of all plan sheets, details, and specifications to define the work requirements, including special interface with on-going construction by others.

ASSUMPTIONS

1. No bidding phase services are required. GOAA will negotiate directly with one of the Continuing Contractors.
2. AVCON is not responsible for any permitting fees.
3. Construction Administration and/or Inspection Services are not included in this proposal.

FEES

Based on the enclosed scope of work, and the attached C-Tables fee breakdown, we have identified a total **LUMP SUM** fee of **Three thousand Eight hundred Twelve and no/100 dollars (\$3,812.00)** for this assignment.

Thank you again for the opportunity to serve you on this important project. We look forward with the Authority to its success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Sucich", is written over the printed name "AVCON, Inc.".

AVCON, Inc.
Craig Sucich, P.E.
Senior Project Manager

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

Phase of Project: MCO Runway 18L Vault	Preliminary Design	Schematic 30%	Development 60%	Const. Docs. 100%	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0.00	\$0.00	\$0.00	\$3,812.00	\$0.00	\$3,812.00	\$0.00	\$0.00	\$3,812.00
2.0 Not to Exceed Reimbursable Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.0 Not to Exceed Reimbursable Expenses:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 TOTAL CONTRACT VALUE:	\$0.00	\$0.00	\$0.00	\$3,812.00	\$0.00	\$3,812.00	\$0.00	\$0.00	\$3,812.00

Total Lump Sum Labor Hours:	0	0	0	32	0	32	0	0	32
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	0	0	0
TOTAL LABOR HOURS:	0	0	0	32	0	32	0	0	32
Average Hourly Rate:	#DIV/0!	#DIV/0!	#DIV/0!	\$119.13	#DIV/0!	\$119.13	#DIV/0!	#DIV/0!	\$119.13

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
TABLE C-2
SUMMARY OF LUMP SUM FEES

Phase of Project:	Preliminary Design		Schematic (30%)		Const. Docs. (100%)		Bidding & Award		TOTAL		
	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	\$0	0	\$0	8	\$976	0	\$0	8	\$976.00	\$122.00
MLM											
Lump Sum Fee Subtotal	0	\$0	0	\$0	24	\$2,836	0	\$0	24	\$2,836.00	\$118.17
Subconsultant No. 2											
Lump Sum Fee Subtotal									0	\$0.00	#DIV/0!
Subconsultant No. 3											
Lump Sum Fee Subtotal									0	\$0.00	#DIV/0!
Subconsultant No. 4											
Lump Sum Fee Subtotal									0	\$0.00	#DIV/0!
Subconsultant No. 5											
Lump Sum Fee Subtotal									0	\$0.00	#DIV/0!
Total Lump Sum Amount:	0	\$ -	0	\$ -	32	\$ 3,812.00	0	\$ -	32	\$ 3,812.00	\$119.13

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-3
BREAKDOWN OF LUMP SUM FEES

Position:	QA REVIEWER		PROJECT MANAGER		SR. PROJECT ENGINEER /DESIGNER		PROJECT ENGINEER / DESIGNER		SR. CADD DESIGNER		CONTRACT ADMINISTRATOR		TOTAL		
Rate (\$/Hour):	\$256		\$194		\$149		\$113		\$105		\$96		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Preliminary Design															
													0	\$0	#DIV/0!
Not Used													0	\$0	#DIV/0!
													0	\$0	#DIV/0!
Sub-Total Preliminary Design	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Schematic Design (30%)															
													0	\$0	#DIV/0!
Not Used													0	\$0	#DIV/0!
													0	\$0	#DIV/0!
Sub-Total Schematic Design (30%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Design Development (60%)															
													0	\$0	#DIV/0!
Not Used													0	\$0	#DIV/0!
													0	\$0	#DIV/0!
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Construction Documents (100%)															
Complete Design Elements	0	\$0	0	\$0	2	\$298	0	\$0	0	\$0	0	\$0	2	\$298	\$149
Complete Construction Documents	0	\$0	0	\$0	0	\$0	6	\$678	0	\$0	0	\$0	6	\$678	\$113
Sub-Total Construction Documents (100%)	0	\$0	0	\$0	2	\$298	6	\$678	0	\$0	0	\$0	8	\$976	\$122
Bidding and Award															
													0	\$0	#DIV/0!
Not Used													0	\$0	#DIV/0!
													0	\$0	#DIV/0!
Sub-Total Bidding and Award	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
TOTAL LUMP SUM FEE:	0	\$0	0	\$0	2	\$298	6	\$678	0	\$0	0	\$0	8	\$976	\$122

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 C-3
BREAKDOWN OF LUMP SUM FEES

Position:	PROJECT MANAGER		PROJECT ARCHITECT		REVIT II		CLERICAL I		TOTAL		
MLM Martin											
Rate (\$/Hour):	\$157		\$116		\$86		\$60				
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Preliminary Design											
									0	\$0	#DIV/0!
Not Used									0	\$0	#DIV/0!
									0	\$0	#DIV/0!
Sub-Total Preliminary Design	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Schematic Design (30%)											
									0	\$0	#DIV/0!
Not Used									0	\$0	#DIV/0!
									0	\$0	#DIV/0!
Sub-Total Schematic Design (30%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Design Development (60%)											
									0	\$0	#DIV/0!
Not Used									0	\$0	#DIV/0!
									0	\$0	#DIV/0!
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Construction Documents (100%)											
Complete Design Elements	2	\$314	4	\$464	0	\$0	1	\$60	7	\$838	\$120
Complete Construction Documents	2	\$314	14	\$1,624	0	\$0	1	\$60	17	\$1,998	\$118
Sub-Total Construction Documents (100%)	4	\$628	18	\$2,088	0	\$0	2	\$120	24	\$2,836	\$118
Bidding and Award											
									0	\$0	#DIV/0!
Not Used									0	\$0	#DIV/0!
									0	\$0	#DIV/0!
Sub-Total Bidding and Award	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
TOTAL LUMP SUM FEE:	4	\$628	18	\$2,088	0	\$0	2	\$120	24	\$2,836	\$118

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 C-6
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES

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.

Preliminary	\$ -
30%	\$ -
60%	\$ -
95%	\$ -
Bidding Phase	\$ -
Construction Admin	\$ -
Closeout	\$ -

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

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Subconsultant No. 1				0.00%
Subconsultant No. 2				0.00%
Subconsultant No. 3				0.00%
Subconsultant No. 4				0.00%
Subconsultant No. 5				0.00%
TOTAL PROPOSED PARTICIPATION			\$0.00	0.00%

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
MLM-Martin Architects	668 N. Orlando Ave, Suite 107, Maitland, FL	Hispanic	Architecture	\$2,836.00	74.40%
Subconsultant No. 2					0.00%
Subconsultant No. 3					0.00%
Subconsultant No. 4					0.00%
Subconsultant No. 5					0.00%
TOTAL PROPOSED PARTICIPATION				\$2,836.00	74.40%

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Subconsultant No. 1				0.00%
Subconsultant No. 2				0.00%
Subconsultant No. 3				0.00%
Subconsultant No. 4				0.00%
Subconsultant No. 5				0.00%
TOTAL PROPOSED PARTICIPATION			\$0.00	0.00%

TOTAL CONTRACT AMOUNT **\$ 3,812.00**



MLM-MARTIN
ARCHITECTS, INC.

project additional service proposal

Project:	RWY 18L Vault Modifications		
Proposal Date:	4/14/2023	File:	22721-100-70-001
Owner:	AVCON Inc.	Contact:	Craig Sucich, P.E.
Project Address:	18L Vault 1 N. Jeff Fuqua Blvd, Orlando FL, 32827	Mailing Address:	5555 E. Michigan St. Orlando, FL, 32822
Phone:	(407) 599-1122		
Email:	csucich@avconinc.com		
Services Provided			
MLM-Martin Architects, Inc.	Design and Permit Services to remove existing CO2 Fire Suppression System and provide openings compliant with FBC windowless building provisions		\$2,836.00
	Total Lump Sum Fee See attached C tables		\$2,836.00

1.1 Summary of Scope:

Provide 100% Permittable documents to completely remove the existing CO2 fire suppression system from the Runway 18L Vault. Provide Compliance with the building code windowless building provisions which will require addition of exterior egress door. No bidding services will be required as Owner will directly negotiate with contractor.

The Consultant shall compile documents as required to submit for negotiation with contractors and permit by AHJ:

1. Documents inclusive of revised plans, details and specifications as required for the work will be prepared with digital signature and seal for permit process (PERMIT FEES ARE EXCLUDED);
2. The same documentation will be provided for contractor;
3. Respond with revisions as necessary to resolve any permit commentary; and
4. Respond with addenda as necessary to resolve inquiries by negotiating contractors.

2.1 Consultant's Additional Services

The Consultant may provide Additional Services after execution of this proposal without invalidating the proposal. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation and an appropriate adjustment in the Consultant's schedule.

Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the Client's written authorization.

Additional Services may be necessitated by circumstances such as:

668 North Orlando Avenue, Suite 107, Maitland, FL 32751
Phone 407 897 6764, Fax 407 894 1338,
mmartin@mlm-martin.com www.mlm-martin.com License No. AA C002208

1. a change in the Initial Information;
2. changes in previous instructions or approvals given by the Client; or
3. a material change in the Project including size, quality, complexity, or the Client's schedule or budget.

Services are based upon pre-approved allowance budget as indicated above. The Consultant shall keep record of hours expended during services provided. In the event the Consultant reaches or exceeds 80% of the budgeted value of this proposal; the Consultant shall provide written notice along with projected date of exhaustion of resources. At that point to ensure proper attention and care can be provided to the project the Consultant and Client shall agree on course of action including but not limited to additional service agreements.

3.1 Client's Responsibilities:

Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Client or the Client's other consultants.

The Client shall provide the Consultant data and information necessary to complete the Services, such as budget, schedule, base building design and specifications, environmental criteria, and other design criteria imposed by owner and or base building design team.

The Client shall identify a representative authorized to act on the Client's behalf to participate in the information gathering process, to facilitate the review process, and to provide, in a timely manner, decisions made by the Owner.

The Client shall provide access to the property, buildings, and personnel including base building design team as necessary for the Consultant to complete the Codes and Standards Review Services.

4.1 Compensation:

4.1.1 Rates

Rates of roles assigned to the Project for MLM-Martin Architects, Inc.:

Project Manager	\$157.00
Project Architect	\$116.00
Clerical I	\$60.00

4.1.2 Lump Sum. This proposal has a lump sum amount of two thousand eight hundred thirty-six dollars and zero cents [\$2,836.00], and in no event shall the Consultant be entitled to recover more than the stipulated Amount unless the Client has authorized the Consultant to exceed the Amount in advance through a duly agreed upon Additional Services Agreement. Professional Service Invoices will be issued upon completion of deliverables.

5.1 Disclaimer of Work by Others:

The Consultant is not responsible for the projects Construction Managers or General Contractors Coordination of the project, and means, methods techniques, sequences and procedures. The Consultant is not in charge or control of the Construction. The Consultant is not responsible for site or project safety programs or procedures. The above are the sole responsibility and under direct control of the Construction Manager or General Contractor in the execution of the work/project. The Consultant is not responsible for the Construction Manager or Contractor's Schedules or failure to carry out the work. The Consultant does not have control over or charge of acts or omissions of the Construction Manager, Contractor, subcontractors, agents or employees or any other person performing portion of the work.

5.2 Delivery:

Delivery of Project Documents BY MLM-Martin Architects, Inc. shall be in digital format either by physical media transfer (USB Deliverables are a Reimbursable Expense) or via ftp or similar system.

5.3 Specific Exclusions:

1. Civil, Structural, Mechanical, Electrical, Plumbing and Fire protection Engineering. Assumed by AVCON, Inc.
2. Soil Testing of existing site.
3. Permit Fees, Permit Deposits, PERMIT REVIEW FEES, impact fees, and the like. – the Consultant shall inquire with permitting authorities for schedule of fees to be included with program to assist in Client's Budget.
4. Site surveys.
5. Itemized Cost Estimating & Construction Scheduling Services.
6. Demolition testing or assessment.
7. Asbestos, lead, and or other hazardous materials assessment.
8. LifeCycle Cost Assessment and/or analysis.
9. LEED Certification or other Sustainable Certification Effort/Reporting. This can be provided as additional Service.

5.4 Miscellaneous Provisions:

This Proposal represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by written instrument signed by both the Client and Consultant.

The invalidity of any provision of the Proposal shall not invalidate the Proposal or its remaining provisions. If it is determined that any provision of the Proposal violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Proposal shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Proposal.

5.5 Clams and Disputes

The Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Proposal. A request for mediation shall be made in writing, delivered to the other party to this Proposal, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

This Proposal shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

The Client and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Proposal, whether in contract, tort, or otherwise, within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Client and Consultant waive all claims and causes of action not commenced in accordance with this Section.

Any claim, dispute or other matter in question arising out of or related to this Proposal shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

This Proposal is entered into as Agreement and duly authorized as of the ____ Day of _____, 2023

Sincerely,

Signature:



Signature:

Consultant: Miguel A. Martín, RA, RID, AIA, NCARB, ICC, NFPA

Client: (Printed) _____

Principal Project Manager, Vice President, COO

Title: _____

MLM-Martin Architects, Inc.

Company: _____

Principal Project Manager

cc: File:

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE C-3

BREAKDOWN OF LUMP SUM FEES

Position:	Project Manager		Project Architect		Clerical I		TOTAL		
Rate (\$/Hour):	\$157.00		\$116.00		\$60.00		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Construction Documents (100%)									
Complete Design Elements	2	\$314	4	\$464	1	\$60	7	\$838	\$120
Complete Construction Documents	2	\$314	14	\$1,624	1	\$60	17	\$1,998	\$118
Sub-Total Construction Documents (100%)	4	\$628	18	\$2,088	2	\$120	24	\$2,836	\$118
TOTAL LUMP SUM FEE:	4	\$628	18	\$2,088	2	\$120	24	\$2,836	\$118



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: April 25, 2023

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, Inc. for Engineering Evaluation Services for V-00998 18L/36R Vault Fire Suppression System Renovations, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that AVCON, Inc. proposes 74% MWBE participation on this addendum.

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

MWBE UTILIZATION FORM FOR NON-FEDERALLY FUNDED PROJECTS**PLEASE COMPLETE THIS FORM**

This form should be used to report Construction and Engineering /Professional Services activities.

Name of Airport: Orlando International Airport

Telephone No: (407) 825-7130

Address: One Jeff Fuqua Boulevard, Orlando, FL 32827

Project Name & Number: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, Inc. for Engineering Evaluation Services for V-00998 18L/36R Vault Fire Suppression System Renovations, Orlando International Airport

1. Construction Information:

Addendum Amount: _____

2. MWBE Goal by Group Representation:

Asian Pacific American	_____	Actual Result	_____
Asian Subcontinent American	_____	Actual Result	_____
Black American	_____	Actual Result	_____
Caucasian Female American	_____	Actual Result	_____
Hispanic American	_____	Actual Result	_____
Native American	_____	Actual Result	_____
Other	_____	Actual Result	_____
Total MWBE Participation	-	Actual Result	_____

3.a. Prime Contractor Information:

Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____

3.b. Name and Address of MWBE Subcontractor

Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____

3.c. *Identity:

Work Item(s): _____
Amount of Subcontract _____
Percent of Prime Contract (%): _____

4. Engineering/Professional Services Information:

Addendum Amount: \$3,812.00

5. MWBE Goal by Group Representation:

Asian Pacific American	-	Actual Result	0%
Asian Subcontinent American	-	Actual Result	0%
Black American	-	Actual Result	0%
Caucasian Female American	-	Actual Result	0%
Hispanic American	2,836.00	Actual Result	74%
Native American	-	Actual Result	0%
Other	-	Actual Result	0%
Total MWBE Participation	2,836.00	Actual Result	74%

6.b. Engineering / Professional Service Firm Information:

Name: AVCON, Inc.
Address: 5555 E. Michigan Street, Suite 200
City, State, Zip: Orlando, FL 32822
Telephone: (407) 599-1122

6.b. Name and Address of MWBE Subconsultant

Name: MLM-Martin Architects, Inc.
Address: 668 N. Orlando Ave., Suite 107
City, State, Zip: Maitland, FL 32751
Telephone: 407-897-6764

6.c. *Identity:

Hispanic American
Work Item(s): Architecture
Amount of Subcontract \$2,836.00
Percent of Prime Contract (%): 74%

I certify that the information included on this form and its attachment is correct

Signature: Edelis Molina

Date: 04/25/23

for George I. Morning, Vice President of Small Business Development

* In Items 3.c. and 6.c. above specify the identity of MWBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)