

**ADDENDUM NO. 10
TO THE AGREEMENT DATED APRIL 18, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND AVCON, INC.**

**Project: Engineering Design Services for W-00499 Centerfield ARFF
Kitchen Renovation, Orlando International Airport**

THIS ADDENDUM is effective this 23rd day of January, 2024, 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 **ONE HUNDRED EIGHTEEN THOUSAND SIX HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$118,664.00)**, broken down as follows:

Professional Fees:	NTE:	\$118,664.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$118,664.00

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 Jan 30, 2024.

GREATER ORLANDO AVIATION AUTHORITY



By:

box SIGN 4W88D971-46982161

Max Marble

Sr. Vice President, Capital Programs

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Jan 30, 2024



By:

box SIGN 1JBRLK51-46982161

**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

AVCON, INC.



By:

box SIGN 4W877918-46982161

Signature (Duly Authorized Rep.)

SANDEEP SINGH

Printed Name

President

Title



Orlando International Airport
One Jeff Furr Drive
Orlando, Florida, 32827-4592
(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Robert Furr, VP of Engineering and Architecture

Date: January 23, 2024

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, INC. to provide Engineering Design Services for W-00499 Centerfield ARFF Kitchen Renovation, Orlando International Airport

Consultant's proposal, dated December 28, 2023, is for engineering design services to provide bid documents to renovate the existing kitchen area in the MCO Centerfield ARFF. The current kitchen is inadequate to serve the facility staff of over 25 individuals with 3 working shifts. The kitchen upgrades will include, but not limited to, new appliances, plumbing fixtures, grease hood with exhaust and makeup air, new kitchen HVAC, new stainless steel upper and lower cabinets and all necessary associated plumbing, electrical, and finish systems.

If approved, these services would be effective the date of the 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 Funds. Funding source verified by Andrea Harper of Construction Finance on 1 /19 / 24 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Professional Services Agreement with AVCON, INC. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$118,664.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$118,664.00
AAC – Compliance Review Date	<i>EW</i> 1/8/24
AAC – Funding Eligibility Review Date	1/8/24



December 28, 2023

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

Reference: Proposal for Engineering Services
W-00499 Centerfield ARFF Kitchen Renovation
Orlando International Airport

Dear Jim:

We please to submit a proposal for engineering design services to renovate the existing kitchen area in the OIA Centerfield ARFF Building. The current kitchen with pantry is approximately 450 square feet and is inadequate to serve the facility staff of over 25 individuals with 3 working shifts. The kitchen upgrades will include new appliances, plumbing fixtures, grease hood with exhaust and makeup air, kitchen HVAC, cabinets and counters, plumbing piping, grease trap, new LED lighting, new floor finishes, ceiling system, and washable wall panels. The detailed scope of work is listed below.

SCOPE OF WORK:

Temporary Facilities: Provide the site interface design and permitting as well as procurement instruction for a temporary kitchen trailer to be in place and ready prior to demolition of the existing kitchen. The temporary facilities shall remain functioning until the new kitchen is ready for use, and shall be removed upon request by GOAA Operations as no longer needed at the ARFF facility. The design shall include all necessary system tie-ins (Electrical, sanitary, sewer, etc.) and City/FDEP permit plan review requirements of the temporary trailer.

Architectural: The existing conditions will be field confirmed and a CAD/revit model of the space will be created and will be used as the basis for the design plans and used by the consultant team. Architectural design will include conceptual design of the kitchen with two (2) options for the owner's consideration. Following approval by GOAA Engineering and Operations, the final design will be completed based on the chosen option. The architectural elements will include complete demolition back to exterior wall construction, roof truss system, and interior stud walls; removal and replacement of windows and doors; updated/revised floor plan; completed walls and ceiling construction and new fit and finish of the completed spaces in conjunction with the new FFE and MEP outlined in the following paragraphs. Floor, ceiling system, and wall finishes will be selected based on an approved color pallet for the work areas, and will be designed for durability, ease of maintenance/cleanup, and to fully support proper sanitation practices.

Fixtures, Facilities and Equipment:

The FFE provisions shall incorporate new stainless lower cabinet assemblies, counters, and millwork designed for kitchen storage, food preparation, and cleaning. New appliances will be selected and specified for inclusion in the kitchen upgrade project. These will include new 2 new gas ranges, 3 commercial refrigerators, scullery sink, optional prep sink, commercial dishwasher, ice machine, etc. New appliances will be coordinated with the design team for utility services. A new grease hood will be provided meeting current code requirements as specified by the mechanical designer.

Plumbing: New scullery sink will be provided for the kitchen renovation. Additional prep sink(s) will be considered as coordinated with the architectural concepts for the kitchen improvements. All new plumbing for the new sink(s), ice maker, commercial dishwasher, and additional floor drain will be provided for spill containment. Underground sanitary piping will be videoed for overall condition assessment with a proposed replacement to the primary sanitary system and / or oil water separator by partial removal of the floor slab and routing new underground piping to point outside the building.

A new exterior underground grease trap shall be provided for the kitchen to contain grease laden discharge from cooking in this space. The smallest allowable exterior grease trap is 750 gallons. The water heater which serves the kitchen and locker rooms areas will also be replaced due to service age.

Mechanical: A new grease hood will be provided for the new cooking appliances in the kitchen area. The grease hood will meet current code requirements with a roof mounted exhaust fan and makeup air unit. The grease hood will also incorporate an integral dry chemical fire suppression system. The kitchen HVAC is served from a packaged 5 ton air-conditioning unit that also serves an adjacent space. The design will replace this unit with 2 smaller package units to provide improved zone and humidity control.



Electrical: Electrical power distribution will include replacement of existing circuiting for the new kitchen appliances back to the recently upgraded electrical panels. New LED lighting will be provided for the kitchen area. It is assumed that the gas ranges will be provided automatic shut-down on a fire call alert such that the appliances will not continue to operate when ARFF personnel leave abruptly.



Detailed Scope of Services

Preliminary Design

1. Coordinate with Subconsultants to develop Scope of Services and Obtain Project Surveys for the project.
2. Coordinate with GOAA Operations for establishing access related work to obtaining data from the field.

45% Design Phase Services

1. Attend kickoff meeting with GOAA and FAA Staff to finalize all design requirements and to confirm the design responsibilities between the two entities;
2. Make field site visit with GOAA Electrical staff (and FAA rep) to verify limits of work;
3. Compile plan sheets, details and technical specifications to define the work requirements, including special interface with FAA Design Standards
4. Attend six (6) coordination meetings TEAMS to organize and coordinate the requirements;
5. Compile a draft CSPP Document
6. Prepare Front End Sheets (Haul Route, Safety, Security, etc.)
7. Compile tabulation of bid items and quantities and prepare initial estimate of probable cost at 45% stage of the work;
8. Compile latest standard GOAA bid documents and front-end documents for the continuing vertical contractor bidding format;
9. Perform QA review of 45% documents and Submit to the Authority for Review and Comment.
10. Attend 45% Review Meeting with GOAA Staff to obtain approval of the 45% documents

95% Design Phase Services

1. Make final site visit with GOAA Operations staff and verify final limits of work;
2. Complete all plan sheets, details and technical specifications to define the work requirements, including special interface with on-going construction by others;
3. Finalize the CSPP Document
4. Finalize Front End Sheets (Haul Route, Safety, Security, etc.)
5. Update tabulation of bid items and quantities and complete estimates of probable cost at 95% stage of the work;
6. Finalize the latest standard GOAA bid documents and front-end documents for the continuing vertical contractor bidding format; and
7. Perform QA review of 95% documents and Submit to Authority for Final Review and Comment.
8. Attend 95% Review Meeting with GOAA Staff to obtain approval for issuance of bid documents
9. Complete the 100% plans and specifications for use during bidding phase.
10. Prepare conceptual layout for future expansion.



Bidding and Procurement Phase Services

1. Complete the 100% plans and specifications for use during bidding phase.
2. Provide electronic copies (PDF) on CD's comprising final plans, details and specifications indicating the exact limits and nature of the work for issuance to the Authority's continuing construction contractor;
3. Prepare for and attend one pre-bid conference in conjunction with the AUTHORITY staff to outline the project and answer questions from interested contractors. AVCON will provide input to the meeting agenda, and provide responses to questions raised for the design team;
4. Prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents within the bid period and upon approval by the AUTHORITY, issue addenda, including clarifications and other pertinent supplemental data;
5. Evaluate Bids, check and verify Bidder's qualifications, previous work experience and references; and
6. Provide written recommendation to the AUTHORITY for the award of construction contract to the most favorable, responsive bidder.

PROJECT FEE

For the above-mentioned Scope of Work, AVCON proposes a Total Not-to-Exceed Project Fee of **One hundred eighteen thousand six hundred sixty-four and no/100 dollars (\$118,664.00)** as set forth in the attached C-Tables. Based on the participation of MLM Martin, AVCON is pleased to offer 38.5% DBE/MWBE participation on this project. The anticipated construction budget for this work is \$650,000-\$750,000.

We have reviewed the current workloads in discussion with our team, from which we propose the following schedule for completion of this assignment:

- | | |
|---------------------------------------|----------------|
| ○ NTP (on or after January 2, 2024) | Day one |
| ○ Site Visits and Field Documentation | 3 weeks |
| ○ 45% Design Documents | 6 weeks |
| ○ GOAA Review @ 45% | 1 week |
| ○ 95% Design Documents | 5 weeks |
| ○ GOAA Review @ 95% | 1 week |
| ○ Bid Documents | 2 weeks |
| ○ Bid and Award | <u>6 weeks</u> |
| ● Total duration | 24 weeks |



Thank you for the opportunity to serve you and the Aviation Authority in this important assignment.

Sincerely,

AVCON, INC.

A handwritten signature in blue ink that reads "James A. Kriss". The signature is fluid and cursive, written on a light-colored rectangular background.

James A. Kriss, P.E.
Senior Project Manager

Enclosure – Exhibit A - MLM Full Proposal Scope
Exhibit B - C-Tables
Exhibit C - Truth in Negotiations Certification

Cc: Zemp Pepper, P.E.
Miguel A. Martin, AIA



MLM-MARTIN
ARCHITECTS, INC.

project fee proposal

Project: W-00499 Centerfield ARFF Kitchen Renovation, Orlando International Airport

Date: 12/21/2023 **File:** 23743-100-50-006

Client: AVCON, Inc. **Contact:** James A. Kriss, P.E

Project Address: 5605 S Perimeter Rd,
Orlando, FL 32819 **Mailing Address:** 5555 E. Michigan Street, Suite 200
Orlando, Florida 32822

Phone: 407-599-1122 x 204 **Fax:** 407-599-1133

Email: JAKriss@avconinc.com

Project Size: Kitchen and office area only **Est. Budget:** TBD

Services Provided		Fee
Code Evaluation:	Includes Life safety/Code Analysis Sheet Review Documentation from Base Building and From Client Evaluate the same against: Florida Administrative Codes, Florida Building Code 7th Edition (2020); Florida Fire Prevention Code 7th Edition (2018 NFPA 1 and 2018 NFPA 101); and GOAA Standards.	
Architectural Scope:	Remodel of existing kitchen area, segregation of dirty and clean prep areas, sanitary counters, floors and finishes. Provide for phased demolition, temporary food storage and prep areas. Provide (2) options for consideration. Sub Total:	\$45,634.00
	Total Proposed Fees:	\$45,634.00

1.1 Summary of Scope:

Architectural design support for the replacement of existing kitchen area, inclusive of counters, sinks, millwork, finishes and partial partitions. It will be assumed that all equipment will be selected by ARFF/GOAA for incorporation into design. Reconfiguration of offices into an EMS Training area will be included in scope of service. All work is within AOA at the Centerfield Station. MLM-Martin Architects, Inc. (MLM) will provide the client with General Lifesafety/Code Analysis Sheets with select details for repair / replace to existing assemblies as need to facilitate the installation of new equipment with appurtenances to an existing operating fire station. Project will include phasing and proposed temporary kitchen components. Documentation will be provided for demolition or new construction as required. Architectural plans and ceiling plans will be provided for use by team.

MLM attend meetings regarding this assignment. Meetings may occur with the Client, Building Design Team, Contractor/Builder and or Owner; at all times the Client will be present.

MLM will review sections applicable from codes and standards of the project. Consult with AHJ if necessary. Prepare write up of Code analysis performed.

Construction Administration or Construction Phase Services are **NOT** Included with this scope of work.

2.1 Design Development (45%) Phase:

The Consultant shall compile drawings and outline specifications based on input from program verification efforts:

1. Specifications in outline form for elements and assemblies expected for the work;
2. Preliminary Layout of Scope areas;
3. Preliminary Floor, Ceiling and roof plans of building areas showing locations of work;
4. Preliminary Phasing/Temporary Facilities Plan; and
5. Preliminary Life Safety sheet with overall code analysis identifying applicable codes and known compliance issues.

2.2 Construction Document (95%) Phase:

The Consultant shall compile drawings and specifications based on input from design team:

1. Attend Document Review;
2. Specifications for repair of wall, floor, roof systems, and interior finishes;
3. Life Safety sheet with code analysis;
4. Floor, Ceiling and roof plans of building areas showing locations of work; and
5. Details as needed for repairs; and
6. Provide conceptual layout for future expansion.

2.3 Permit Document (100%) and Bidding Phase:

The Consultant shall compile documents as required to submit for bid by contractors and permit by AHJ from 95% approvals:

1. Documents will be prepared with digital signature and seal for record; (PERMIT FEES ARE EXCLUDED);
2. The same documentation will be provided for contractor bids;
3. Respond with revisions as necessary to resolve any permit commentary;
4. Attend Document Review;
5. Assist in Functional Program Development (kitchen phasing plans);
6. Attend Pre-bid conference and walk through; and
7. Respond with addenda as necessary to resolve inquiries by bidders.

2.4 Construction Phase Services

Not Included

3.1 Consultant's Additional Services: As Governed by Master Agreement with the Authority

4.1 Client's Responsibilities: As Governed by Master Agreement with the Authority

5.1 Compensation:

Not To Exceed Sum. This proposal has a not to exceed amount of forty-five thousand six hundred thirty-four dollars [\$45,634.00], and in no event shall the Consultant be entitled to recover more than the NTE Amount unless the Client has authorized the Consultant to exceed the NTE Amount in advance through a duly agreed upon Additional Services Agreement. Professional Service Invoices will be issued Monthly

Rates: of roles assigned to the Project for MLM-Martin Architects, Inc.: See Exhibit A – C-9 attached

Reimbursable Expenses will be itemized and billable at cost and will be invoiced with documentation of the expenses incurred. Expenses classified as Reimbursables are as follows:

Printing of Documents;

Courier or Shipping Costs;

USB – Physical Media; ~\$25.00 per unit

This proposal does not have a Reimbursable Not to exceed amount.

6.1 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.

6.2 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.

6.3 Specific Exclusions:

1. Structural Engineering.
2. Civil Engineering.
3. Mechanical, Electrical, Plumbing, Fire Protection and Associated Engineering.
4. Soil Testing of existing site.
5. 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.
6. Site surveys.
7. Itemized Cost Estimating & Construction Scheduling Services.
8. Demolition testing or assessment.
9. Asbestos, lead, and or other hazardous materials assessment.
10. LifeCycle Cost Assessment and/or analysis.
11. LEED Certification or other Sustainable Certification Effort/Reporting. This can be provided as additional Service.

6.4 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.

6.5 Clams and Disputes

As governed by Master Agreement with the Authority.

This Proposal is entered into as Agreement and duly authorized as of the 21st Day of December, 2023

Sincerely,

Signature:



Signature:

Consultant: A. Martín, NCARB, ICC, NFPA

Client: (Printed) _____

Principal Project Manager Vice President, COO

Title: _____

MLM Martin Architects, Inc.

Company: _____

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

ARFF Kitchen Renovation

Phase of Project:	Concept Development	Schematic 30%	Development 45%	Const. Docs. 95%	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.0 Not to Exceed Reimbursable Fees:	\$15,880	\$0	\$48,250	\$43,044	\$11,490	\$118,664	\$0	\$0	\$118,664
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.0 TOTAL CONTRACT VALUE:	\$15,880	\$0	\$48,250	\$43,044	\$11,490	\$118,664	\$0	\$0	\$118,664

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	124	0	378	332	88	922	0	0	922
TOTAL LABOR HOURS:	124	0	378	332	88	922	0	0	922
Average Hourly Rate:									\$128.70

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

ARFF Kitchen Renovation

Phase of Project:	Programming		Schematic (30%)		Development (60%)		Const. Docs. (100%)		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
AVCON																	
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
MLM Martin																	
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
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	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!

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

ARFF Kitchen Renovation

Position:	PRINCIPAL		PROJECT MANAGER		SENIOR PROJECT ENGINEER/DESIGNER		PROJECT ENGINEER		SENIOR CAD DESIGNER		ADMINISTRATIVE/CLERICAL		TOTAL		
Rate (\$/Hour):	\$256		\$194		\$149		\$113		\$105		\$65		labor hours	Cost	Avg. Hourly Rate
AVCON, Inc.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Programming															
Site Visit	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Evaluation of System Requirements	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Development of Assessment Report	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	\$0.00
Schematic Design (30%)(Not Used)															
Sub-Total Schematic Design (30%)	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	\$0.00
Develop Specifications	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	\$0.00
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Construction Documents (100%)															
Develop Drawings	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	\$0.00
Update/Reconcile Opinion of Probable Const. Cost	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Sub-Total Construction Documents (100%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Bidding and Award															
Prepare/Reproduce/Distribute Bid Documents	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Pre-Bid Conference	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	\$0.00
Review Bid Proposals and Provide Recommendation	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	\$0.00
Construction Administration															
Sub-Total Construction Administration	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Project Closeout															
Sub-Total Closeout	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
TOTAL LUMP SUM FEE:	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$0	#DIV/0!

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-4
SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

ARFF Kitchen Renovation

Phase of Project:	Preliminary Design		Schematic (30%)		Development (45%)		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	36	\$5,810	0	\$0	238	\$32,268	190	\$26,556	60	\$8,396	0	\$0	0	\$0	524	\$73,030	\$139.37
Not to Exceed Reimbursable Expenses		\$0												\$0		\$0	
Sub-Total Designer	36	\$5,810	0	\$0	238	\$32,268	190	\$26,556	60	\$8,396	0	\$0	0	\$0	524	\$73,030	\$139.37
Subconsultant No. 1																	
MLM-Martin, Inc.	88	\$10,070	0	\$0	140	\$15,982	142	\$16,488	28	\$3,094	0	\$0	0	\$0	398	\$45,634	\$114.66
Not to Exceed Reimbursable Expenses		\$0		\$0										\$0		\$0	
Sub-Total Subconsultant No. 1	88	\$10,070	0	\$0	140	\$15,982	142	\$16,488	28	\$3,094	0	\$0	0	\$0	398	\$45,634	\$114.66
Subconsultant No. 2																	
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 Subconsultant No. 2	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	#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	#DIV/0!
Subconsultant No. 4																	
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	
Sub-Total Subconsultant No. 4	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	#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	#DIV/0!
Total Not to Exceed Fee:	124	\$15,880	0	\$0	378	\$48,250	332	\$43,044	88	\$11,490	0	\$0	0	\$0	922	\$118,664	\$128.70
Total Not to Exceed Expenses:																	

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

ARFF Kitchen Renovation

Position:	PRINCIPAL		PROJECT MANAGER		SENIOR PROJECT ENGINEER / DESIGNER		PROJECT ENGINEER / DESIGNER		SR CADD DESIGNER		ADMINISTRATIVE/ CLERICAL		TOTAL		
Rate (\$/Hour):	\$284		\$215		\$177		\$128		\$118		\$81		labor hours	Cost	Avg. Hourly Rate
AVCON, Inc.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
Programming															
Site Visit	0	\$0	0	\$0	2	\$354	2	\$256	0	\$0	0	\$0	4	\$610	\$152.50
Coordinate Subconsultant Activities	4	\$1,136			8	\$1,416					4	\$324	16	\$2,876	\$179.75
Evaluation of System Requirements	0	\$0	2	\$430	4	\$708	8	\$1,024	0	\$0	2	\$162	16	\$2,324	\$145.25
Sub-Total Preliminary Design	4	\$1,136	2	\$430	14	\$2,478	10	\$1,280	0	\$0	6	\$486	36	\$5,810	\$161.39
Design Development (45%)															
Develop Drawings	0	\$0	8	\$1,720	40	\$7,080	80	\$10,240	40	\$4,720	0	\$0	168	\$23,760	\$141.43
Develop Specifications	0	\$0	4	\$860	8	\$1,416	16	\$2,048	0	\$0	16	\$1,296	44	\$5,620	\$127.73
Prepare Construction Documents	2	\$568	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,296	18	\$1,864	\$103.56
Update/Reconcile Opinion of Probable Const. Cost	0	\$0	0	\$0	0	\$0	8	\$1,024	0	\$0	0	\$0	8	\$1,024	\$128.00
Sub-Total Design Development (45%)	2	\$568	12	\$2,580	48	\$8,496	104	\$13,312	40	\$4,720	32	\$2,592	238	\$32,268	\$135.58
Construction Documents (95%)															
Complete Drawings	0	\$0	8	\$1,720	20	\$3,540	40	\$5,120	20	\$2,360	0	\$0	88	\$12,740	\$144.77
Complete Specifications	0	\$0	4	\$860	8	\$1,416	16	\$2,048	0	\$0	16	\$1,296	44	\$5,620	\$127.73
Complete Construction Documents	2	\$568	0	\$0	4	\$708	8	\$1,024	0	\$0	16	\$1,296	30	\$3,596	\$119.87
Update/Reconcile Opinion of Probable Const. Cost	0	\$0	0	\$0	0	\$0	8	\$1,024	0	\$0	0	\$0	8	\$1,024	\$128.00
Expansion Study for Future Development Options	4	\$1,136	0	\$0	8	\$1,416	8	\$1,024	0	\$0	0	\$0	20	\$3,576	\$178.80
Sub-Total Construction Documents (95%)	6	\$1,704	12	\$2,580	40	\$7,080	80	\$10,240	20	\$2,360	32	\$2,592	190	\$26,556	\$139.77
Bidding and Award - (Continuing Contractors)															
Resolve 100% Comments on Drawings/ Specs/Documents	0	\$0	4	\$860	8	\$1,416	8	\$1,024	0	\$0	4	\$324	24	\$3,624	\$151.00
Prepare/Reproduce/Distribute Bid Documents	0	\$0	0	\$0	4	\$708	0	\$0	4	\$472	2	\$162	10	\$1,342	\$134.20
Prepare/Reproduce/Distribute Bid Addenda	0	\$0	2	\$430	4	\$708	8	\$1,024	8	\$944	4	\$324	26	\$3,430	\$131.92
Sub-Total Bidding and Award	0	\$0	6	\$1,290	16	\$2,832	16	\$2,048	12	\$1,416	10	\$810	60	\$8,396	\$139.93
Construction Administration															
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
NOT USED	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	0	\$0	0	\$0	0	\$0	\$0.00
Project Closeout															
	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Sub-Total Closeout	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
TOTAL NOT-TO-EXCEED REIMBURSABLE FEE:	12	\$3,408	32	\$6,880	118	\$20,886	210	\$26,880	72	\$8,496	80	\$6,480	524	\$73,030	\$139.37

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.
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-5
BREAKDOWN OF NTE FEES

ARFF Kitchen Renovation													
Position:	Vice President/Principal		Revit I Operator		Sr. Project Coordinator		Project Coordinator		Sr. Admin Assistant		TOTAL		
Rate (\$/Hour):	\$232.00		\$106.00		\$104.00		\$99.00		\$74.00		labor hours		Avg. Hourly Rate
	labor hours	Cost	28	\$3,094.00	labor hours	Cost	labor hours	Cost	labor hours	Cost		Cost	
Preliminary Design													
Confirm Asbuilt Conditions on Drawings	9	\$2,088.00	38	\$4,028.00	14	\$1,456.00	20	\$1,980	7	\$518.00	88	\$10,070.00	\$0
Sub-Total Preliminary Design	9	\$2,088.00	38	\$4,028.00	14	\$1,456.00	20	\$1,980.00	7	\$518.00	88	\$10,070.00	\$0
Development (45%)													
Develop Drawings	7	\$1,624.00	60	\$6,360.00	23	\$2,392.00	16	\$1,584	0	\$0.00	106	\$11,960.00	\$0
Develop Specifications	7	\$1,624.00	0	\$0.00	0	\$0.00	8	\$792	11	\$814.00	26	\$3,230.00	\$0
Update/Reconcile Opinion of Probable Const. Cost	0	\$0.00	0	\$0.00	0	\$0.00	8	\$792	0	\$0.00	8	\$792.00	\$0
Sub-Total Development (45%)	14	\$3,248.00	60	\$6,360.00	23	\$2,392.00	32	\$3,168.00	11	\$814.00	140	\$15,982.00	\$0
Const. Docs. (95%)													
Complete Drawings	6	\$1,392.00	53	\$5,618.00	20	\$2,080.00	14	\$1,386	0	\$0.00	93	\$10,476.00	\$0
Complete Specifications	6	\$1,392.00	0	\$0.00	0	\$0.00	7	\$693	9	\$666.00	22	\$2,751.00	\$0
Update/Reconcile Opinion of Probable Const. Cost	0	\$0.00	0	\$0.00	0	\$0.00	7	\$693	0	\$0.00	7	\$693.00	\$0
Attend Design Review Meeting(s)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00	\$0
Attend AHJ Meeting(s)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00	\$0
Building Permit Preperation	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00	\$0
Provide conceptual layout of future expansion	4	\$928.00	8	\$848.00	8	\$0.00	8	\$792	0	\$0.00	20	\$2,568.00	\$0
Sub-Total Const. Docs. (95%)	16	\$3,712.00	61	\$6,466.00	20	\$2,080.00	36	\$3,564.00	9	\$666.00	142	\$16,488.00	\$0
Bidding & Award													
Prepare/Reproduce/Distribute Bid Documents	2	\$464	0	\$0.00	4	\$416.00	4	\$396	4	\$296.00	14	\$1,572.00	\$0
Pre-Bid Conference	0	\$0	0	\$0.00	0	\$0.00	2	\$198	2	\$148.00	4	\$346.00	\$0
Prepare/Reproduce/Distribute Bid Addenda	2	\$464	0	\$0.00	4	\$416.00	0	\$0	4	\$296.00	10	\$1,176.00	\$0
Other Activities (List)	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0	0	\$0.00	0	\$0.00	\$0
Sub-Total Bidding & Award	4	\$928.00	0	\$0.00	8	\$832.00	6	\$594.00	10	\$740.00	28	\$3,094.00	\$0
TOTAL NOT TO EXCEED FEE:	43	9,976.00	159	\$16,854.00	65	\$6,760.00	94	\$9,306.00	37	\$2,738.00	398	\$45,634.00	\$0

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-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
MLM Martin Architects	Orlando, FL	DBE	Architectural Services	\$45,634.00	38.5%
Subconsultant No. 2					
Subconsultant No. 3					
Subconsultant No. 4					
Subconsultant No. 5					
TOTAL PROPOSED PARTICIPATION				\$45,634.00	38.5%

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Subconsultant No. 1					
Subconsultant No. 2					
Subconsultant No. 3					
Subconsultant No. 4					
Subconsultant No. 5					
TOTAL PROPOSED PARTICIPATION				\$0.00	0.0%

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Subconsultant No. 1				
Subconsultant No. 2				
Subconsultant No. 3				
Subconsultant No. 4				
Subconsultant No. 5				
TOTAL PROPOSED PARTICIPATION			\$0.00	0.0%

\$ 118,664.00

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 (FY 2024)	PRINCIPAL	\$ 284.00
AVCON (FY 2024)		\$
AVCON (FY 2024)	SR. PROJECT MANAGER	\$ 269.00
AVCON (FY 2024)	PROJECT MANAGER	\$ 215.00
AVCON (FY 2024)	SR. PROJ. ENGINEER	\$ 177.00
AVCON (FY 2024)	PROJECT ENGINEER/DESIGNER	\$ 128.00
AVCON (FY 2024)	ENGINEER / DESIGNER	\$ 107.00
AVCON (FY 2024)	SR. CADD DESIGNER	\$ 118.00
AVCON (FY 2024)	SENIOR INSPECTOR	\$ 124.00
AVCON (FY 2024)	CONTRACT ADMINISTRATOR	\$ 106.00
AVCON (FY 2024)	CLERICAL	\$ 81.00
FIRM	POSITION	
MLM Martin (8-31-2023)	Principal	\$ 242.00
	Vice-President/Principal	\$ 232.00
	Construction Administrator	\$ 187.00
	Sr. Document Control	\$ 125.00
	Revit I Operator	\$ 106.00
	Sr. Project Coordinator	\$ 104.00
	Project Coordinator	\$ 99.00
	Sr. Admin Assistant	\$ 74.00
	Sr Architectural Intern	\$ 53.00



AVCON, INC.
Engineers & Planners

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

December 28, 2023

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

Reference: **TRUTH IN NEGOTIATION CERTIFICATION**
Centerfield ARFF Kitchen Renovation – Final Design
Orlando International Airport

Dear Tuan:

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: December 28, 2023



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: January 23, 2024

RE: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, INC. to provide Engineering Design Services for W-00499 Centerfield ARFF Kitchen Renovation, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that AVCON, Inc. proposes 38% 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) 825-7179

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. to provide Engineering Design Services for W-00499 Centerfield ARFF Kitchen Renovation, 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: \$118,664.00

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	45,634.00	Actual Result	38%
Native American	-	Actual Result	0%
Other	-	Actual Result	0%
Total MWBE Participation	45,634.00	Actual Result	38%

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:

Work Item(s): Architectural Services
Amount of Subcontract \$45,634.00
Percent of Prime Contract (%): 38%

* 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)