# ADDENDUM NO. 17 TO THE AGREEMENT DATED APRIL 18, 2023 BETWEEN GREATER ORLANDO AVIATION AUTHORITY AND AVCON, INC.

Project: Construction Administration Services for V-1033 Centerfield ARFF Kitchen Remodel, Orlando International Airport

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

#### WITNESSETH:

WHEREAS, by Agreement dated April 18, 2023, Aviation Authority and Consultant entered into an agreement for Consultant to provide Continuing Civil Engineering Consulting Services; and

**WHEREAS**, under the Agreement, Consultant agreed to perform such additional services for the Aviation Authority as are contained in any additional scope of work established by the Aviation Authority in any addendum to the Agreement and accepted in writing by the Consultant; and

**WHEREAS**, the Aviation Authority and the Consultant desire to enter into this Addendum to the Agreement to provide for additional services to be rendered by the Consultant under the terms of said Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Aviation Authority and the Consultant do hereby agree as follows:

- 1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
- 2. Consultant shall be compensated for such additional services in the **NOT TO EXCEED amount of THIRTY-EIGHT THOUSAND TWO HUNDRED TWENTY-SIX AND NO/100 DOLLARS (\$38,226.00)**, broken down as follows:

Professional Fees:NTE:\$38,226.00Professional Fees:LS:\$0.00Reimbursable Expenses:NTE:\$0.00

Total: \$38,226.00

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

- (applicable to agreements that may be \$1,000,000 or more) Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.
- 4. Aviation Authority may terminate the Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Aviation Authority may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

Except as expressly modified in this Addendum, the Agreement dated April 18, 2023 5. and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this day of Oct 25, 2024.

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

Mas Juhn **box** SIGN 4W88Q9ZJ-19KV7XLV

Approved as to Form and Legality (for the benefit of GOAA only) this day of Oct 25, 2024

Claramargaret H Groover

By: **box**sign

4ZR2R2V8-19KV7XLV

Becker & Poliakoff, Legal Counsel **Greater Orlando Aviation Authority**  Max Marble

Sr. Vice President, Capital Programs

AVCON, INC.

By:

By:

4W8779J8-19KV7XLV

Signature (Duly Authorized Rep.)

Printed Name

Sandeep Singh

President

Title



Published By: Colin Paterson	
Reviewed By:	

#### **MEMORANDUM**

TO: Members of the Construction Committee

FROM: Scott Shedek, Vice President of Construction

DATE: October 1, 2024

#### **ITEM DESCRIPTION**

Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, INC. for Construction Administration Services for V-01033 Centerfield ARFF Kitchen Remodel at Orlando International Airport.

#### **BACKGROUND**

AVCON, Inc. has an agreement with the Aviation Authority since March 15, 2023, for Continuing Civil Engineering Services at the Orlando International and Executive Airports.

#### **ISSUES**

Consultant's proposal, dated September 24, 2024, is to provide Construction Administration services for the construction phase of the above referenced project. These services will consist of providing assistance to the GOAA staff in the areas of construction administration, review of shop drawings, approval of submittals, periodic site inspections, attend Job Coordination Meetings, respond to RFI's, review change order requests, attend the substantial completion and Final inspection. The scope of this project is to remodel the kitchen at the Centerfield ARFF.

If approved, services will b	e effective the date of Construction	Committee approval.
This continuing consultant	t was selected for this task based or	ı (☑ all that apply):
Experience	Available Personnel	Current Workload
	Equitable Distribution	Other:

#### **SMALL BUSINESS**

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

#### **ALTERNATIVES**

None.

**FISCAL IMPACT** 

CC ITEM IV-Q 10/01/2024

**EXHIBIT A** 

Funding is from the previously approved Capital Expenditure Fund 310.415.110.5660003.000.501683. Funding source verified by <u>Malvin Wartings</u> of Construction Finance on <u>09 / 26 / 24</u> as correct and available.

#### **RECOMMENDED ACTION**

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

Not to Exceed Fees	\$38,226.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$38,226.00
AAC – Compliance Review Date	ZTG 9/26/2024
AAC – Funding Eligibility Review Date	9/26/2024





September 24, 2024

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

Mr. Scott Shedek, P.E. Senior Vice President of Construction **Greater Orlando Aviation Authority** 11314 Terminal C Service Road Orlando, FL 32824

Attn: Mr. Colin Paterson, CCM

Reference: Proposal for Professional Engineering Services

V-01033, Centerfield ARFF Kitchen Remodel

**Construction Administration Services** 

**Orlando International Airport** 

Dear Mr. Paterson:

Pursuant to our recent discussions and clarifications, AVCON INC. (AVCON) has prepared the following proposal to provide professional engineering services for Construction Phase Services of V-01033, Centerfield ARFF Kitchen Remodel, Orlando International Airport (MCO).

The scope of service is to add Construction Phase Services to our current services agreement. This proposal includes:

#### **Construction Administration**

- a. Catalog, review and approve shop drawings, samples, and other submissions as to conformance with design concept, permitting conditions and construction documents. Incorporate Authority comments with respect to the same.
- b. Attend Pre-construction conference and review and process Contractor Pay Requests.
- c. Provide periodic (1 hour per week x 26 weeks) on-site project observation of the progress, quality, and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward determining whether the completed project will generally conform to the Contract Documents. During such visits, and on the basis of on-site observations, the Consultant shall keep Authority informed of the progress of the work, shall endeavor to guard Authority against defects and deficiencies on the work of Contractor(s), and may disapprove or reject work as failing to conform to the Contract Documents.
- d. Attend twelve (12) Job Coordination Meetings (JCMs) virtually.
- e. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries.
- f. Review and advise GOAA to Change Orders Requests (CORs) as prepared by the OAR staff, and
- q. Attend and document one (1) substantial and one (1) final completion site visits.

Mr. Scott Shedek, P.E.
Greater Orlando Aviation Authority
V-01033, Centerfield ARFF Kitchen Remodel
Construction Phase Services
September 24, 2024 Page 2 of 2



#### **Closeout Documents**

h. Prepare Record Drawings from markups from Contractor and RPR.

#### **Design and Post Design Fees**

For the above-noted Scope of Work, **AVCON** proposes a Total Not-to-Exceed Fee of **Thirty-eight thousand, two hundred twenty-six and 00/100 dollars (\$38,226.00)**, as set forth in the attached C-Tables. This proposal includes the proposed architectural support work from MLM Martin in the amount of **\$15,096.00**. This results in a DBE participation of 39.5%.

Thank you for considering AVCON to perform these services on behalf of the Authority. We look forward to working with you in facilitating the necessary repairs and extending the life of this critical infrastructure at the Orlando International Airport.

Sincerely,

AVCON, INC.

Zemp Pepper, P.E. Sr. Project Manager

**Enclosures** 

James A. Kriss, P.E. Principal



www.avconinc.com



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

September 24, 2024

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 – CA Services

**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.

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

Date: September 24, 2024



### additional services proposal

Project:	W-00499, Centerfield ARFF Kitc	hen Refurbishmer	nt	
Date:	9/16/2024	File:	23743-100-70-001	
Client:	AVCON, Inc.	Contact:	James A. Kriss, P.E	
Project Address:	5605 S Perimeter Rd, Orlando, FL 32819	Mailing Address:	5555 E. Michigan Stree Orlando, Florida 32822	
Phone:	407-599-1122 x 204	Fax:	407-599-1133	
Email:	JAKriss@avconinc.com			
Services Provided				Fee
Construction Phase Services:	Remodel of existing kitchen a areas, sanitary counters, floor demolition.			
			Sub Total:	<b>\$15,096.00</b>
			Total Proposed Fees:	\$15,096.00

#### 1.1 Summary of Scope:

Construction Administration / Construction Phase Services are provide in support of project V-01033 and V-01028 as outlined in permit documentation provided for scope inclusive of the replacement of existing kitchen area, inclusive of counters, sinks, millwork, finishes and partial partitions. All work is within AOA at the Centerfield Station.

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.

Services include a Record Document Set to be provided once field as-builts are provided from contractor. Field modifications, responses to RFI, issuances of ASI and Bulletin will be incorporated into the Record Document Set and Provided to the Owner Electronically.

#### 2.1 Construction Phase Services

Services are based upon pre-approved rates as attached.

Although this proposal stipulates Lump Sum, MLM will keep record of hours expended during construction. In the event MLM reaches or exceeds 80% of the budgeted time and or contractual value for this phase; MLM will 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 program MLM and Owner to agree on course of action including but not limited to additional service agreements.

#### 2.1.1 Pre-Construction Conference:

The Designer shall attend the Pre-Construction Conference meetings conducted by the Owner prior to the start of construction activities.

#### 2.1.2 Conformed Documents:

At the Request of the Owner the Designer shall prepare, and distribute Contract Documents and Specifications, and Conformed Contract Documents and Specifications to the Owner, Contractor, and the Owner's Project

Representative (OAR). The documents are to reconcile Documents Issued to Bid, and Addenda or Minor Corrections issued to the Authority Having Jurisdiction for Building Permit. *All document delivery is by digital means – no reproduction* 

#### 2.1.3 Roles:

The Designer's role during the Construction Phase is to assist the Owner and OAR in the administration of the construction contract. Specific duties of the Designer (A/E) are further defined in the General Provisions, which are included by reference in the Agreement during the Construction Phase of the Project.

#### 2.1.4 Coordination Meetings:

The Designer shall attend the Owner's Job Coordination Meeting (JCM) meetings during the term of the construction contract. These meetings will be typically held at regular interval; the Designer shall attend as directed by the Owner. Virtually or in person as required. (limited to in-person visits by Architect 1 per 1 month)

#### 2.1.5 Site Visits:

The Designer shall make visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's Work. Such visits and observations by the Designer are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to the Designer in this Agreement and the Contract Documents, but rather, entail a general observation of the Work based upon the Designer's exercise of professional judgment in accordance with the governing standard of care. During each site visit, the Designer shall check that the Contractor is maintaining accurate and up-to-date As-Built Drawings on site. Based upon information obtained during such visits and such observations, the Designer shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and the Designer shall submit written reports to the Owner after each site visit to keep the Owner informed of the progress and observed quality of the Work. Such reports shall specifically identify, following such general observation, any deviations from plans, specifications, or codes, any defects, and any unsafe conditions, identified by the Designer.

The Designer shall not, during such visits to the site, or as a result of such observations of the Contractor's Work in progress, supervise, direct or have control over the Contractor's Work nor shall the Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the Work. Accordingly, the Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

During such visits and on the basis of such observations, the Designer shall submit a written recommendation to the OAR, with a copy to the Owner, recommending disapproval of or rejection of the Contractor's Work while it is in progress or after completion if the Designer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

#### 2.1.6 RFI/ASI issuance:

The Designer shall issue necessary clarifications and interpretations (RFI, ASI, or other document type) of the Contract Documents as appropriate, and when requested by the OAR, to allow the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Within seven (7) working days after receipt, the Designer will respond to the Owner and OAR with a written response to GC RFI.

#### 2.1.7 Contract Modifications:

The Designer shall receive from the OAR all Contractor requests for Contract Modifications in the Work, including adjustments to the Contract Sum. Within five (5) working days after receipt, the Designer will respond to the Owner and OAR with a written recommendation of approval, adjustment, or rejection for entitlement to such request. If the Designer determines that anything less than full entitlement exists, the response shall include an explanation with specific references to the applicable sections of the Contract Documents and Drawings which support the finding of partial or no entitlement. The OAR, at the Owners request, shall prepare the Change Orders, Construction Change Directives and Minor Change in the Work and will make available to the Designer. When

specifically requested by the Owner the Designer shall prepare and distribute drawings and specifications to describe the changes in the Work and shall assist with the permitting of same. The time frame of preparation is dependent on scope of the modification and will be agreed upon prior to start of modifications of the same. The Designer shall review and sign the Owner's executed Contract Modifications within five (5) working days unless specifically extended by the OAR.

#### 2.1.8 Submittals, Shop drawings and Samples:

The Designer shall review and take other appropriate action in respect of Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept for the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Within fourteen (14) working days after receipt, the Designer will respond to the Owner and OAR with a written response.

#### 2.1.9 Substitutions:

The Designer shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor, but subject to the provisions of the Contract Documents, and submit a written recommendation to the OAR.

#### 2.1.10 Testing and Inspections:

The Designer may require special inspections or tests of the Work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. The Designer's review of such certificates will be for the purpose of determining that the results certified include compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. The Designer shall be entitled to rely on the results of such tests.

#### 2.1.11 Initial Decisions:

The Designer shall render the initial decisions on all claims of the Owner and Contractor relating to the acceptability of the Work or the interpretations of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In rendering such decisions, the Designer shall be fair and not show partiality to the Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

#### 2.1.12 Contractor's Applications of Payment:

OAR to review, verify and certify contractor's applications for payment. The Designer shall have limited capacity to recommend portions of withholding to the Owner/OAR if the Designer finds work or any portion there of defective or non-conforming. The OAR/Owner has final determination on all pay applications.

Assist the OAR with the review, and negotiate as necessary, the Contractor's Schedule of Values to reach a mutually acceptable form prior to the First Application for Payment.

#### 2.1.13 Substantial Inspection:

Following notice from the OAR that the Contractor considers the entire Work ready for its intended use, the Designer, Owner and OAR, accompanied by the Contractor, shall conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of the Owner, Contractor and OAR, the Designer considers the Work substantially complete, the Designer shall recommend the issuance of a Certificate of Substantial Completion to the Owner by the OAR

#### 2.1.14 Final Inspection:

The Owner/OAR WITHOUT the Designer shall conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that the Owner may recommend, in writing to the designer acceptance and authorize final payment to the Contractor.

#### 2.1.15 Project Close-Out:

The Designer will prepare the Record Documents based upon the As-Built Drawings and Documents received from the OAR. The OAR will have reviewed and accepted the Contractor's As-Built Drawings and Documents when in their opinion they meet the intent of the Contract Documents and field observations. The Designer will prepare a complete set of Record Drawings representing, to the best of their knowledge, the as-built conditions of the Work

based on the AS BUILT redlined drawings prepared by the General Contractor. The Designer will review all Closeout Documents and Manuals for conformance with the Contract Documents.

- 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 <u>fifteen thousand ninety-six dollars</u> [\$15,096.00], 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:

- Structural Engineering.
- 2. Civil Engineering.
- Mechanical, Electrical, Plumbing, Fire Protection and Associated Engineering.
- 4. Soil Testing of existing site.
- 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

Sincerely,

As governed by Master Agreement with the Authority.

#### 7.1 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.

This Proposal is entered into as Agreement and duly authorized as of the 16th Day of September, 2024

Signature:	Signature:
Consultant: Miguel A. Martín, RA, RID, AIA, NCARB, ICC, NFPA	Client:_(Printed)
Principal Project Manager, Vice President, COO	Title:
Principal Project Manager, Vice President, COO  MLM-Martin Architects, Inc.  SEAL  1992  ORIO  O	Company:

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

#### **ARFF Kitchen Renovation**

Phase of Project:	Concept	Schematic 30%	Development 45%	Const. Docs. 95%	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
	Development	30%	45%	95%	Awaru	SUBTUTAL	Aumin.	Documents	CONTRACT
1.0 Lump Sum Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.0 Not to Exceed Reimbursable Fees:	\$0	\$0	\$0	\$0	\$0	\$0	\$31,898	\$6,328	\$38,226
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.0 TOTAL CONTRACT VALUE:	\$0	\$0	\$0	\$0	\$0	\$0	\$31,898	\$6,328	\$38,226

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	229	47	276
TOTAL LABOR HOURS:	0	0	0	0	0	0	229	47	276
Average Hourly Rate:							\$138.50	\$134.64	\$138.50

#### 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-4 SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

#### **ARFF Kitchen Renovation**

Phase of Project:	Preliminar	y Design	Schematic	c (30%)	Design De	v. (60%)	Const. Doc	s. (100%)	Bidding 8	Award	Const. A	Admin.	Record Do	cuments		TOTAL	
	labor hours	Total Fee	labor hours	Cost	Avg. Rate												
Consultant - AVCON, Inc.																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	122	\$19,092	28	\$4,038	150	\$23,130	\$154.20
Not to Exceed Reimbursable Expenses		\$0												\$0		\$0	,
Sub-Total Designer	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	122	\$19,092	28	\$4,038	150	\$23,130	\$154.2
Subconsultant No. 1 - MLM																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	107	\$12,806	19	\$2,290	126	\$15,096	\$119.8
Not to Exceed Reimbursable Expenses		\$0		\$0										\$0		\$0	
Sub-Total Subconsultant No. 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	107	\$12,806	19	\$2,290	126	\$15,096	\$119.8
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	4
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:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	229	\$31,898	47	\$6,328	276	\$38,226	\$138.5
Total Not to Exceed Expenses:	İ																†

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

#### **ARFF Kitchen Renovation**

Position:	PRINCI	PAL	SR. PROJECT	MANAGER	SENIOR EN	NGINEER	PROJECT E	NGINEER	SR. CADD D	ESIGNER	CLERI	CAL		TOTAL	
Rate (\$/Hour):	\$31:	2	\$29	6	\$20	17	\$14:	3	\$13	1	\$9	1			Avg. Hourly
AVCON, Inc.	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
Preliminary Design															111111111111111111111111111111111111111
Site Visit	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0 0	\$0	\$0.0
Sub-Total Preliminary Design	0	\$0	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0	\$0.0
Design Development (60%)															
Develop Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.0
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0	\$0.0
Construction Documents (100%)															
Complete Drawings	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.0
Sub-Total Construction Documents (100%)	0	\$0	0	\$0	0	\$0	<b>—</b>	\$0		\$0	0	ŝ		\$0	\$0.0
Bidding and Award - (Continuing Contractors)		, v		ų.								· · · · · · · · · · · · · · · · · · ·			, J.J.
Resolve 100% Comments on Drawings/ Specs/Documents	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.0
Sub-Total Bidding and Award	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.0
Construction Administration															
a. Catalog, review and approve shop drawings, samples, and other submissions as to conformance with design concept, permitting conditions and construction documents. Incorporate Authority comments with respect to the same.	0	\$0	2	\$592	4	\$828	16	\$2,288	0	\$0	4	\$364	26	\$4,072	\$156.6
b. Attend Pre-construction conference and review and process Contractor Pay Requests.	0	\$0	2	\$592	2	\$414	0	\$0	0	\$0	2	\$182	6	\$1,188	\$198.0
c. Provide periodic (1 hour weekly x 26 weeks) on-site project observation of the progress, quality, and quantities of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant will not be responsible for the means, methods, techniques, sequences, or procedures of the construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). The Consultant's efforts will be directed toward determining whether the completed project will generally conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant lakep Authority informed of the progress of the work, shall endeavor to guard Authority against defects and deficiencies on the work of Contractor(s), and may disapprove or reject work as failing to conform to the Contract Documents.		\$0	2	\$592	0	\$0	26	\$3,718	0	\$0	4	\$364	32	\$4,674	\$146.0
d. Attend twelve (12) Job Coordination Meetings (JCMs).	0	\$0	2	\$592	2	\$414	12	\$1,716	0	\$0	0	\$0	16	\$2,722	\$170.1
e. Respond to various Requests for Information (RFIs), Job Memoranda (JM), and other field prepared inquiries.	0	\$0	2	\$592	0	\$0	8	\$1,144	4	\$524	4	\$364	18	\$2,624	\$145.7
f. Review and advise GOAA to Change Orders Requests (CORs) as prepared by the OAR staff, and	0	\$0	2	\$592	0	\$0	8	\$1,144	4	\$524	4	\$364	18	\$2,624	\$145.7
g. Attend and document one (1) substantial and one (1) final completion site visits.	0	\$0	2	\$592	2	\$414	0	\$0	0	\$0	2	\$182	2 6	\$1,188	\$198.0
Sub-Total Construction Administration	0	\$0	14	\$4,144	10	\$2,070	70	\$10,010	8	\$1,048	20	\$1,820	122	\$19,092	\$156.4
Project Closeout															
h. Prepare Record Drawings from Markups from Contractor and RPR.	0	\$0	2	\$592	2	\$414	4	\$572	16	\$2,096	4	\$364	28	\$4,038	\$144.2
Sub-Total Closeout	0	0	2	\$592	2	\$414	4	\$572	16	\$2,096	4	\$364	28	\$4,038	\$144.2
TOTAL NOT-TO-EXCEED REIMBURSABLE FEE:	n	\$0	16	\$4,736	12	\$2,484	74		24	\$3,144	24	\$2,184	150	\$23,130	

#### 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 NOT-TO-EXCEED REIMBURSABLE FEES

#### **ARFF Kitchen Renovation**

Position:	Vice Presiden	t/ Principal	Revit I Operator		Sr. Project Coordinator		Project Coordinator		Sr. Admin A	ssistant		TOTAL	
Rate (\$/Hour):	\$232	\$232.00		\$106.00		\$104.00		\$99.00		0	1	TOTAL	Avg. Hourly
MLM Martin Architects	labor hours			Cost	labor hours	Cost	labor hours	Cost	labor hours Cost		labor hours	Cost	Rate
Preliminary Design	abor nours	000.	labor hours		Jubbi libuib	10001	labor nouro	0001	Juper Heure	COUL	ILDOI IIOLIO	OUG.	Tute
Site Visit	0	\$0		\$0		\$0	0	\$0	0	\$0	0	\$0	\$0,00
Site visit		φυ	U	ψU	U	φυ	J	φυ	U	φυ	U	φU	φυ.υυ
Sub-Total Preliminary Design	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	\$0.00
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Construction Documents (100%)													
Complete Drawings	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	\$0.00
Bidding and Award - (Continuing Contractors)		02200000000000000											
Resolve 100% Comments on Drawings/ Specs/Documents	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	\$0.00
Construction Administration													
a. Attend Preconstruction Conference	1	\$232	0	\$0	0	\$0	0	\$0	0	\$0	1	\$232	\$232.00
b. Attend JCMs/OAC Virtually as Needed	4	\$928	0	\$0	0	\$0	0	\$0	0	\$0	4	\$928	\$232.00
c. Provide periodic site project visits as needed	3	\$696	0	\$0	0	\$0	0	\$0	0	\$0	3	\$696	\$232.00
d. Respond to RFI (Issuance of ASI)	2	\$464	5	\$530	10	\$1,040	8	\$792	8	\$592	33	\$3,418	\$103.58
e. Review Contractor Submittals	5	\$1,160	0	\$0	10	\$1,040	8	\$792	8	\$592	31	\$3,584	\$115.61
f. Schedule of Values/Pay Application Reviews	3	\$696	0	\$0	0	\$0	0	\$0	0	\$0	3	\$696	\$232.00
g, Substantial Inspection	2	\$464	0	\$0	0	\$0	0	\$0	0	\$0	2	\$464	\$232.00
h. Final Inspection	1	\$232	0	\$0	0	\$0	0	\$0	0	\$0	1	\$232	\$232.00
i. Document Control/Project Management	0	\$0	5	\$530	5	\$520	4	\$396	15	\$1,110	29	\$2,556	\$88.14
Sub-Total Construction Administration	21	\$4,872	10	\$1,060	25	\$2,600	20	\$1,980	31	\$2,294	107	\$12,806	\$119.68
Project Closeout													
Review Final As-Built Submittal	3	\$696	0	\$0	0	\$0	0	\$0	0	\$0	3	\$696	\$232.00
Prepare Record Drawings	0	\$0	5	\$530	0	\$0	0	\$0	0	\$0	5	\$530	\$106.00
Prepare Record Specifications	0	\$0	0	\$0	5	\$520	0	\$0	0	\$0	5	\$520	\$104.00
Review Operation and Maintenance Manuals	0	\$0	0	\$0	0	\$0	4	\$396	2	\$148	6	\$544	\$90.67
Sub-Total Closeout	3	\$696	5	\$530	5	\$520	4	\$396	2	\$148	19	\$2,290	\$120.53
TOTAL NOT-TO-EXCEED REIMBURSABLE FEE:	24	\$5,568	15	\$1,590	30	\$3,120	24	\$2,376	33	\$2,442	126	\$15,096	\$119.81

#### 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-7a, C-7b and C-7c PARTICIPATION SCHEDULES

#### **ARFF Kitchen Renovation**

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

NAME OF SUBCONSULTANT	ADDRESS	PROI	POSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
MLM Martin Architects	Orlando, FL	DBE	Architectural Services	\$15,096.00	39.5%
Subconsultant No. 2					
Subconsultant No. 3					
Subconsultant No. 4					
Subconsultant No. 5					
TOTAL PROPOSED PARTICIPATION				\$15,096.00	39.5%

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

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Subconsultant No. 1					T ALL CHOIL ACTION
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%

\$ 38,226.00

## 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	\$	312.00
AVCON (FY 2024)	SR. PROJECT MANAGER	\$	296.00
AVCON (FY 2024)	PROJECT MANAGER	\$	240.00
AVCON (FY 2024)	SENIOR ENGINEER	\$	207.00
AVCON (FY 2024)	PROJECT ENGINEER	\$	143.00
AVCON (FY 2024)	ENGINEER	\$	121.00
AVCON (FY 2024)	SR. CADD DESIGNER	\$	131.00
AVCON (FY 2024)	SENIOR INSPECTOR	\$	139.00
AVCON (FY 2024)	CONTRACT ADMINISTRATOR	\$	120.00
AVCON (FY 2024)	CLERICAL	\$	91.00
MLM Martin (8-31-2023)	  PRINCIPAL	\$	242.00
WEW WATUT (0-31-2023)	VICE-PRESIDENT/PRINCIPAL	\$	232.00
	CONSTRUCTION ADMINISTRATOR	\$	187.00
	SR. DOCUMENT CONTROL	\$	125.00
	REVIT I OPERATOR	\$	106.00
	SR. PROJECT COORDINATOR	•	104.00
		\$	99.00
	PROJECT COORDINATOR	\$	
	SR. ADMIN ASSISTANT SR ARCHITECTURAL INTERN	\$	74.00
	OR ARCHITECTURAL INTERN	\$	53.00

### Greater Orlando Aviation Authority Finance Form

Date:	9/24/2024	Requestor's Extension:	
Requestor's Name:		Preparer's Extension:	
Form Preparer's Name:	Abdu EL Baroudi	Purchasing Solicitation #: _	23-533-RFP
Requestor's Department:	ARFF	CCM / PC / PSC:	CCM
	V-01033 Centerfield ARFF Kitche		
Description:	Remodel	Committee Date:	10/1/2024
Vendor:	Gomez Construction / OAR	Committee Agenda Item#:	TBD

#### NON-PROJECT FUNDS: O&M, CAP EX, I&D, R&R, OEA REVENUE FUNDS

Account Code prmat: xxx.xxx.xxx.xxx.xxxxxx	FY 25 Amount	FY 26 Amount	FY 27 Amount	FY 28 Amount	FY 29 Amount	Total Contract
310.415.110.5660003.000.501683	996,906	7.11.04.11	7	7	74	996,906
	,					,
	222 222					222 222
Total Requisition	996,906					996,906
Requisition Number	98006					

OMB Notes: Funding Approver	Andrea Harper	Converted into PO #:	
	, /	Date:	
Total Requisition		Buyer:	
BPA Amount		•	
3rand Total - Agree to Committee Item	\$ -		

	April 1		Į.i.	p		
Number	Description	Approval Status	Creation Date	Currency	Total	Preparer
98006	FY25 (415) Reference	In Process	26-SEP-2024 08:00:00	USD	996,906.00	Cason, Diane C



#### **MEMORANDUM**

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: October 01, 2024

#### **ITEM DESCRIPTION**

Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with AVCON, Inc. for Construction Administration Services for V-01033 Centerfield ARFF Kitchen Remodel at the Orlando International Airport

#### **SMALL BUSINESS**

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that AVCON, Inc. proposes 39% MWBE participation on this addendum.

This form should be used to rep	ort Construction and Engineering /Professional Services activiti	ies.				
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	nc for Constructi	on Administration	Convices	
Project Name & Number.	01033 Centerfield ARFF Kitchen Remodel at the Orlando I		inc. for constructi	on Administration	Jei vices	
. Construction Information:		4. Engineering/Professional Services	Information:			
Addendum Amount:		Addendum Amount:		\$38,226.00		
. MWBE Goal by Group Represer	tation:	5. MWBE Goal by Group Representat	ion:			
Asian Pacific American	Actual Result	Asian Pacific American	-	Actual Result	0%	
Asian Subcontinent American	Actual Result	Asian Subcontinent American	-	Actual Result	0%	
Black American	Actual Result	Black American		Actual Result	0%	
Caucasian Female American	Actual Result	Caucasian Female American	-	Actual Result	0%	
Hispanic American	Actual Result	Hispanic American	15,096.00	Actual Result	39%	
Native American	Actual Result	Native American	-	Actual Result	0%	
Other	Actual Result	Other		Actual Result	0%	
Total MWBE Participation	Actual Result	Total MWBE Participation	15,096.00	Actual Result	39%	
. Prime Contractor Information:		6.b. Engineering / Professional Service	Firm Information:			
		Name: AVCON, Inc.				
Address:		Address: 5555 E. Michigan Street, Suite 200				
City, State, Zip:		City, State, Zip: Orlando, FL 32822				
Telephone:		Telephone: <b>(407) 599-1122</b>				
. Name and Address of MWBE S	ubcontractor	6.b. Name and Address of MWBE Subc	onsultant			
Name:		Name: MLM-Martin Architects, Inc.				
Address:		Address: 668 N Orlando Ave Ste 107				
City, State, Zip:		City, State, Zip: Maitland, FL 32751				
Talanda ana a		Telephone: 407-897-6764				
*1-1		6.c. *Identity: Hispanic American				
Work Item(s):		Work Item(s): Architectural Serv	ices			
Amount of Subcontract		Amount of Subcontract	<u>-</u>	\$15,096.00		
Percent of Prime Contract (%):		Percent of Prime Contract (%):		39%		

<sup>\*</sup> 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)