

**ADDENDUM NO. 3
TO THE AGREEMENT DATED JANUARY 2, 2019
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND BERMELLO, AJAMIL & PARTNERS, INC.**

Project: Feasibility Study for W-496 Airsides 1 and 3 Interior Refresh and Related Work, Orlando International Airport

THIS ADDENDUM is effective this 7th day of November, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **BERMELLO, AJAMIL & PARTNERS, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated January 2, 2019, Authority and Consultant entered into an agreement for Consultant to provide continuing architectural 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 TWO HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$247,446.00)**, broken down as follows:

Professional Fees:	NTE:	\$237,446.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$10,000.00</u>
Total:		\$247,446.00

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 January 2, 2019 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 Nov 16, 2023 ____.


GREATER ORLANDO AVIATION AUTHORITY

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 Nov 9, 2023

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

BERMELLO, AJAMIL & PARTNERS, INC.

By: 
Signature (Duly Authorized Rep.)
Jose L. Lugo
Printed Name
VP/Partner
Title



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

Memorandum

To: Members of the Construction Committee

From: Robert Furr, Vice President of Engineering and Architecture

Date: November 7, 2023

Re: Request for Approval of an Addendum to the Continuing Architectural Services Agreement with Bermello Ajamil & Partners, Inc. for a Feasibility Study for W-00496 Airsides 1 and 3 Interior Refresh and Related Work, Orlando International Airport

Consultant's proposal, dated 10/17/2023, is to provide services to formulate a Feasibility Study scope of services for upgrades to the existing Landside Terminal Building Level 1 and Level 2. Consultant will establish means to update finishes and passenger experiences within the facilities bringing them to a level of service acceptable to the Authority.

If approved, these services would be effective on the date of Construction Committee approval.

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

☒ Experience ☒ Available Personnel ☒ Current Workload
☒ Expertise ☒ Equitable Distribution ☐ Other: _____

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

Funding is from Line of Credit to be reimbursed by General Airport Revenue Bonds. Funding source verified by *Melvin Martinez* of Construction Finance on 11/3/23 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Architectural Services Agreement with Bermello Ajamil Partners, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$237,446.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$10,000.00
TOTAL	\$247,446.00
AAC – Compliance Review Date	<i>EW</i> 11/2/23
AAC – Funding Eligibility Review Date	11/2/23

PROJECT FEE PROPOSAL

Issued 10.17.2024 (rev 1 10/31/2023)

Mr. Robert Furr, RA, NCARB, ID
Vice President, Engineering & Architecture

Orlando International Airport
Orlando, Florida 32824

Project Reference: North Terminal Landside, Level 1 and 2 Revitalization Feasibility Study W-00496

PART 1- PROJECT INTRODUCTION

1.1 Project Goals: Bermello Ajamil & Partner (Consultant) shall provide Feasibility Study scope of services for upgrades to the existing Landside Terminal Building Level 1 and Level 2. Consultant will establish means to update finishes and passenger experiences within the facilities bringing them to a level of service acceptable to the authority for the projected growth of this destination over the next 10 to 15 years. Our goal is to provide feasible goals to elevate the facilities to be contemporary with improvements being made to the Campus as a whole. It needs to some degree reflect the Orlando experience established by South Terminal C while respecting the Established Terminals.

This feasibility Study will look at opportunities to modernize the finish palate with opportunity for the Authority to establish their brand. We will look at opportunities where we can manipulate ceilings heights finishes and lighting to vertically expand spaces that that feel compressed visually. The key focus areas as follows:

- Level 1, Ground Transportation & Baggage Claim (A & B Side)
- Level 2, Baggage Claim (A & B Side)

1.2 Level 1, Ground Transportation & Baggage Claim (A & B Side): Level 1 includes primary services such as car rental ticket counters, concessions, seating areas, administrative, access to ground transportation, and (USO) United Service Organization.

This scope will include modernization of services and finishes to enhance the customer experience. Finished materials include new terrazzo flooring, terrazzo accent design in front of the elevators, column wraps, soffits over the ticket counters, and newly finished walls. Where feasibly possible, increase ceiling heights with articulated ceiling design to highlight key areas throughout level 1.

New car rental ticket counters with digital backwall, and ceiling design features will be included. New self-service kiosks will be added with expanded lease lines. Alterations to existing functions shall include the removal of the B-Side claim area and bag well removed from the adjacent ticket counters.

Design improvements to concessions and lounge areas include new and revised designation of seating areas with new furniture and technology to accommodate guests. With an emphasis on comfort, the lounge areas will include carpet, access to technology, and a variety of alternative seating options. Concessions will be included and expanded to accommodate the guests at this level.

1.3 Level 2, Baggage Claim (A & B Side): Level 2 primary services include baggage claim and access to curbside pickup.

This scope will include modernization of services and finishes to enhance the customer experience while waiting for baggage to arrive. Improvements to the finishes include new terrazzo flooring, new wall finishes and column wraps. Alternations include increasing ceiling height where feasibly possible, identifying areas for concessions type “grab and go” and lounge seating areas with convenience technology.

Improvements to the baggage arrival system include new baggage conveyance equipment, digital signage on the back wall, baggage claim signage, and wayfinding signage throughout level 2. Additional signage includes a Digital advertisement technology above claims.

PART 2- PROJECT APPROACH & DELIVERABLES

2.1 The Owner’s Budget for the Project:

The construction cost has not been established. As indicated in Article 2 – the consultant will establish a probable ROM cost of construction and design for the final options. This ROM cost will not include detailed itemized elemental costs rather will represent a general approximation of the cost of work. It will be based on experience, costs of similar work, or available market values.

2.1 Gather Relevant Information:

Consultant shall compile and review Project-related information, including the following:

1. Available data on existing facilities, record documents, design documents and other Owner documents, including existing project material, design, and facility standards.
2. Relevant documents from authorities having jurisdiction over the Project, such as applicable codes, regulations, and ordinances; and
3. Relevant historical documents and archival materials.

The Consultant shall identify the constraints and opportunities that may impact the Project relating to compliance with Codes and Standards.

The Consultant shall facilitate meetings, as applicable, with project participants to:

1. Review data obtained from information gathering activities.
2. Consider and discuss design and planning issues, discovered.

2.2 Summarize the findings:

The Consultant shall compile the results of its findings and analysis concerning:

1. review of documents for compliance to Codes and Standards;
2. itemized list of components of concern; and
3. provide options to resolve said components of concern.

The Consultant shall prepare a document detailing all items identified within the organization provided in GOAA EDC document 23, incorporating written and graphic materials that may include:

1. an executive summary.
2. documentation of the methodology used to develop the report.
3. relevant facts upon which the report was based.
4. photo documentation of relevant existing site and building features.
5. conclusions derived from data analysis.
6. Electronic Color/finish boards of proposed materials for public space upgrades.
7. ROM cost based on study to include Construction and design (this will be used for GOAA to budget future project)
8. Estimated Project Schedule for Design and Construction.

9. Illustrations/ renderings of proposed concept to include:
 - a. Plans, sections of proposed design
 - b. Renderings (4) per level for a total of (8).

The consultant shall prepare presentation inclusive of findings, conclusions, and options:

1. to provide status updates as required by the authority; and
2. to design review committee or other Authority Bodies.

2.3 Schematic Design Phase:

1. None

2.4 Design and Construction Documents Phase:

2. None

2.5 Bidding and Permit Phase:

3. None

PART 3- AGREEMENT UNDERSTANDING
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3.1 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:

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 a 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 a course of action including but not limited to additional service agreements.

3.2 Client's Responsibilities:

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.

3.3 Compensation:

Not to Exceed Budget. This proposal has a NTE amount OF TWO HUNDRED FOURTY SEVEN THOUSAND FOUR HUNDRED FOURTY-SIX [\$247,446.00] 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 by basis of time expended.

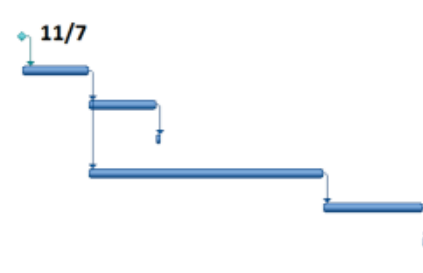
The NTE FEE includes an NTE Lump Sum Allowance for the following:

- Engineering Support- during design, consultant shall retain as needed an SME to determine utility locations and conflicts with proposed design.
- Rendering Support- during the final production rendering, consultant shall retain as needed technical design support for the purposes of attaining a high illustrious rendering.

Reimbursable Expenses were NOT itemized for this proposal: if directed in writing by authority said costs will be billed at actual cost with backup. These costs include Printing, Courier/Shipping, and Physical Media.

3.4 Project Schedule:

NTP	0 days	Tue 11/7/23	Tue 11/7/23
Project Data Gathering	10 days	Tue 11/7/23	Mon 11/20/23
Project Verification	10 days	Tue 11/21/23	Mon 12/4/23
Stakeholder Meeting	1 day	Tue 12/5/23	Tue 12/5/23
Design	35 days	Tue 11/21/23	Mon 1/8/24
Rendering	15 days	Tue 1/9/24	Mon 1/29/24
Stakeholder Meeting	1 day	Tue 1/30/24	Tue 1/30/24



3.5 Delivery:

Delivery of Project Documents BY Bermello Ajamil & Partners shall be in digital format via ftp or a similar system.

3.6 Specific Exclusions:

1. Civil Engineering & Landscape
2. Structural Engineering.
3. Mechanical, Electrical, Plumbing, Fire Protection and Associated Engineering Design.
4. Soil Testing of existing site.
5. Permit Fees, Permit Deposits, PERMIT REVIEW FEES, impact fees, and the like.
6. Site, topographic surveys.
7. Demolition testing or assessment.
8. Asbestos, lead, and or other hazardous materials assessment.
9. Lifecycle Cost Assessment and/or analysis.
10. LEED Certification or other Sustainable Certification Effort/Reporting. This can be provided as additional Service.
11. Print or Courier Services.

3.7 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.

3.8 Clams and Disputes

Bound by terms of the Master Agreement between the Authority and Bermello Ajamil & Partners

Sincerely,

Jose L. Lugo, AIA, NCARB, CGC, CCC
VP, Managing Director, Orlando

407-385-2560 – Mobile
407.584.7974 – Main
407.915.9896 – Direct

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

Phase of Project:	Preliminary Design	Schematic 30%	Development 60%	Const. Docs. 95%	Bidding Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$10,000
2.0 Not to Exceed Reimbursable Fee:	\$237,446	\$0	\$0	\$0	\$0	\$237,446	\$0	\$0	\$237,446
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4.0 TOTAL CONTRACT VALUE:	\$247,446	\$0	\$0	\$0	\$0	\$247,446	\$0	\$0	\$247,446

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	1336	0	0	0	0	1336	0	0	1336
TOTAL LABOR HOURS:	1336	0	0	0	0	1336	0	0	1336
Average Hourly Rate:	\$185	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$185	#DIV/0!	#DIV/0!	\$185

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

Phase of Project:	Preliminary Design		Schematic (30%)		Development (60%)		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
Bermello Ajamil * Partners																	
Not to Exceed Reimbursable Fee	1,336	\$237,446	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,336	\$237,446	178
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Designer	1,336	\$237,446	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,336	\$237,446	178
Total Not to Exceed Amount:	1,336	\$237,446	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1,336	\$237,446	178

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

Position:	Associate Principal				Senior Project Manager		Project Manager		Architect		Senior Cad Technician		TOTAL		
Rate (\$/Hour):	\$266				\$216		\$160		\$92		\$112		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															
Kick Off-Meeting and Project Controls	1	\$266	0	\$0	8	\$1,728	0	\$0	0	\$0	0	\$0	9	\$1,994	\$222
Review of Record Drawings Documents	1	\$266	0	\$0	20	\$4,320	24	\$3,840	24	\$2,208	0	\$0	69	\$10,634	\$154
Verification of Existing Conditions	1	\$266	0	\$0	20	\$4,320	26	\$4,160	16	\$1,472	0	\$0	63	\$10,218	\$162
Preparation of Preliminary Design Report	30	\$7,980	0	\$0	20	\$4,320	40	\$6,400	0	\$0	0	\$0	90	\$18,700	\$208
Complete Design	40	\$10,640	0	\$0	60	\$12,960	345	\$55,200	20	\$1,840	140	\$15,680	605	\$96,320	\$159
Renderings (8) total	30	\$7,980	0	\$0	60	\$12,960	350	\$56,000	20	\$1,840	140	\$15,680	600	\$94,460	\$197
Stakeholder Meeting	16	\$4,256	0	\$0	4	\$864	0	\$0	0	\$0	0	\$0	20	\$5,120	\$256
Sub-Total Preliminary Design	119	\$31,654	0	\$0	192	\$41,472	785	\$125,600	80	\$7,360	280	\$31,360	1,456	\$237,446	\$178
TOTAL NOT TO EXCEED REIMBURSABLE FEE:	119	\$31,654	0	\$0	192	\$41,472	785	\$125,600	80	\$7,360	280	\$31,360	1,456	\$237,446	\$178

1,456

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-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.

[illegible]

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Greater Orlando Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Greater Orlando Aviation Authority, whichever is later.

Consultant: Bermello Ajamil & Parnters, Inc.

By:  _____

Print Name: Jose L. Lugo

Date: 10.16.2024

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Sr. Small Business Administrator

DATE: November 07, 2023

RE: Request for Approval of an Addendum to the Continuing Architectural Services Agreement with Bermello Ajamil & Partners, Inc. for a Feasibility Study for W-00496 North Terminal Refresh - Airsides 1 and 3 Interior Refresh and Related Work, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the specialized scope of the services to be provided, Bermello Ajamil & Partners does not propose small business participation on this addendum.

Our analysis indicates that Bermello Ajamil & Partners is eligible for award of the subject addendum.