AMENDMENT 1 to ADDENDUM NO. 3 TO THE AGREEMENT DATED JUNE 19, 2023 BETWEEN GREATER ORLANDO AVIATION AUTHORITY AND C&S ENGINEERS, INC.

Project: Additional Design Services for V-01010 Terminal A East Level 1 Office Creation, Orlando International Airport

THIS AMENDMENT is effective this 20th day of August, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority"), and **C&S ENGINEERS, INC.** ("Consultant').

WITNESSETH:

WHEREAS, by Agreement dated June 19, 2023, Aviation Authority and Consultant entered into an agreement for Consultant to provide Continuing Civil Engineering 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 Amendment 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 LUMP SUM amount of TWO THOUSAND THREE HUNDRED EIGHTY-TWO AND NO/100 DOLLARS (\$2,382.00), broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$2,382.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$2,382.00

3. Except as expressly modified in this Amendment, the Agreement dated June 19, 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 Amendment this day of <u>Aug 22, 2024</u>.

GREATER ORLANDO AVIATION AUTHORITY

Mapanh

box sign

4W88Q9ZJ-42VYQW9V

By:

Max Marble Sr. Vice President, Capital Programs

Approved as to Form and Legality (for the benefit of GOAA only) this day of $\underline{Aug. 22, 2024}$

Karen Ryan

By: boxsion INFLIGENT AUTORNAL STREAM AND SCARBOROUGH, Legal Counsel Greater Orlando Aviation Authority

C&S ENGINEERS, INC.

Douglas R. Saunders

By:

box sign 4kwqssk6-42vrqwyv Signature (Duly Authorized Rep.)

Douglas R. Saunders

Printed Name

Department Manager

Title

Published By: Jamie McGonagill Reviewed By:



MEMORANDUM

- TO: Members of the Construction Committee
- FROM: Tuan Nguyen, P.E., Assistant Vice President of Engineering
- DATE: August 20, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum 3 to the Continuing Civil Engineering Services Agreement with C&S Engineers, Inc. for Additional Design Services for V-01010 MCO Terminal A East Level 1 Office Creation, Orlando International Airport

BACKGROUND

On March 15, 2023, the Aviation Authority Board approved an agreement with C & S Engineers, Inc., for Continuing Civil Engineering Services at Orlando International Airport. On October 3, 2023, the Construction Committee approved Design, Bid and Award services to C&S Engineers, Inc for the above referenced project in the amount of \$102,810.00 for the creation of office space at Level 1, Terminal A, east side.

ISSUES

Since then, it has been determined that additional design services are required, as further described in the Consultant's proposal, dated August 14, 2024. C&S Engineers, Inc is to provide Bid services for the above referenced project, which includes completing and submitting the City permit application documents to the City for permit review, attending permit review meetings and responding to City review comments.

If approved, services will be effective the date of Construction Committee approval.

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

Experience

🛛 Available Personnel

Expertise

Equitable Distribution

Current Workload

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

Funding is from previously approved Capital Expenditure funds (CIR00997). Funding source verified byMelvin Martinezof Construction Finance on $\frac{08}{15}$ 24 as correct and available.

RECOMMENDED ACTION

It is respectfully requested that the Construction Committee approve an Amendment to Addendum 3 to the Continuing Civil Engineering Services Agreement with C&S Engineers, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$2,382.00
Not to Exceed Expenses	\$0.00
TOTAL	\$2,382.00
TOTAL AAC – Compliance Review Date	\$2,382.00



August 14, 2024

Tuan Nguyen P.E., Assistant Vice President, Engineering Greater Orlando Aviation Authority; GOAA, the Client One Jeff Fugua Boulevard Orlando, Florida 32827 e-mail: tnguyen@goaa.org

Jamie McGonagill GCI, Owners Representative Cc:

Ref: ADD SERVICES REQUEST #01.0 - BLDG PERMIT APPLICATION PREPARATION / PROCESS ADDENDUM #3 JUNE 19.2023 PROJECT: BID SERVICES FOR V-01010 TERMINAL A EAST LEVEL1 OFFICE CREATION

Dear Mr. Tuan Nguyen,

C&S Engineers, Inc. appreciates the opportunity to submit the following ADD SERVICES REQUEST #01.0 for the above referenced project. Following discussions with staff, we have outlined our understanding of the scope and effort required to execute the request.

PROJECT APPROACH

C&S companies was requested by Jamie McGonagill GCI, Owners Representative to provide additional services to complete the City of Orlando's Building Permit Application Form, then electronically submit and process through the Building Department for GOAA PROJECT:

BID SERVICES FOR V-01010 TERMINAL A EAST LEVEL1 OFFICE CREATION

C&S will be acting as the Owner's representative in-terms of permit application logistics and processes with the understanding that the building permit will be processed but not actually be formally pulled by C&S since we are not licensed to perform general contracting services in the state of Florida.

PRELIMINARY PROJECT SCHEDULE

C&S acknowledges the importance of the Project Schedule to the Client and agrees to put forth reasonable efforts in performing the services under this proposal with due diligence in a manner consistent with the durations listed below.

PHASE	DURATION	GENERAL DELIVERABLE(S) / SERVICES
1) Bid Services	60 calendar	Complete / Electronically Submit / Process Permit Documents to City of
1) Bid Services	days max.	Orlando On-behalf of GOAA, Contingent on AHJ review process

ASSUMPTIONS / EXCLUSIONS

- 1. Attend two (2) total follow-up meetings with either City and / or AHJ Teams
- 2. Respond to AHJ permit application comments relevant to Architectural Life Safety Plan / Plan Layout, Mechanical, Electrical, Data LV, Plumbing and Fire Alarm systems proposed.



- 3. A guarantee or warranty expressed or implied of the adequacy of any pre-existing building components or conditions are excluded.
- 4. All related fees are excluded and will be paid by GOAA.

SCHEDULE OF FEES

C&S will provide services as outlined in this Add Services Request #01.0 for a LUMP SUM fee of \$2,382 as summarized below:

FEE SUMMARY BY PHASE	FEE
1) Complete, Electronically Submit and Process City Building Permit Application Form	\$ 2,382.00
TOTAL LUMP SUM FEE	\$ 2,382.00

This Add Services Request #01.0, together with the attachment "C Tables" constitutes the entire request between C&S Companies and GOAA with respect to this subject matter and supersedes all prior and contemporaneous written or oral understandings. This proposal may be amended, supplemented, modified, or canceled only by a written instrument signed by both parties.

Respectfully submitted.

Rick Swisher NCARB, AIA Principal Architect C&S Engineers, Inc.

Cc: file copy Enclosure: EXHIBIT "C Tables" TRUTH IN NEGOTIATION CERTIFICATION

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

Phase of Project:	Concept Design	Schematic 30%	Development 60%	Const. Docs. 95%	Bid Services	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0	\$0	\$0	\$0	\$2,382	\$2,382	\$0	\$0	\$2,382
2.0 Not to Exceed Reimbursable Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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	\$2,382	\$2,382	\$0	\$0	\$2,382

Total Lump Sum Labor Hours:	0	0	0	0	21	21	0	0	
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	0	0	
TOTAL LABOR HOURS:	0	0	0	0	21	21	0	0	
Average Hourly Rate:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$113	\$113	#DIV/0!	#DIV/0!	\$1

Notes:

1. The lump sum cells in Table C-1 are linked to Table C-2 values

2. The Not to Exceed cells in Table C-1 are linked to Table C-4 values

3. The linked cells are based on a maximum of 5 subconsultants; if more than 5 are included enter all values manually.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-2 SUMMARY OF LUMP SUM FEES

Phase of Project:	Conc	pet Design	Sche	matic (30%)	Develo	pment (60%)	Const.	Docs. (95%)	Bid	Services	Con	st. Admin.	Record	d Documents		TOTAL	
	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	iabor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate
Consultant - C&S											or						
Lump Sum Fee Subtotal Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	21	\$2,382	0	\$0	0	\$0	21	\$2,382	\$113
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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 -									ji li								
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Subconsultant No. 3 -	_												-				Î -
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Subconsultant No. 4 -																	
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Subconsultant No. 5 -																	
Lump Sum Fee Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Total Lump Sum Amount:	0	\$0	0	\$0	0	\$0	0	\$0	21	\$2,382	0	\$0	0	\$0	21	\$2,382	\$113

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

Position:		lor Project	Princi	pal Engineer	Princi	pal Architect		lor Project	Prote	ect Engineer		ngineer	Seni	or Designer		rchitect		TOTAL	
C&S Engineers, Inc.	and the second se	Vanager				•		ngineer						- State - State - Constant	CALIFORNIA PORT SALES				
Rate (\$/Hour):		\$217.00		\$213.00		\$201.00	a lange and a second	6142.00		\$134.00		\$113.00	and the second second	\$96.00	1	\$110.00			Avg. Hourly
	labor hours	Cost	labor hours	Cost	iabor hours	Совт	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	iabor hours	Cost	labor hours	Cost	Rate
Concept Design												· · · · · · · · · · · · · · · · · · ·							
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EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-3 BREAKDOWN OF LUMP SUM FEES

Position: C&S Engineers, Inc.		lor Project Aanager	Princi	pai Engineer	Princi	pal Architect		lor Project Ingineer	Proje	ct Engineer	E	Engineer	Sen	or Designer	A	rchitect		TOTAL	
Rate (\$/Hour):	-	\$217.00		213.00	1	\$201.00		\$142.00	1	\$134.00		\$113.00		\$96.00	5	110.00			Avg. Hourly
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Sub-Total Closeout	0	8	0 0	\$0	0	50	0 0	50	0	50		S S		5	0 0	\$	0 0	\$0	#DIV/01
TOTAL LUMP SUM FEE:			0 0	\$0	1 0	50	1 4	\$568	1	\$40;	1	\$45	2 10	\$96	0 0	\$	0 21	\$2,382	\$11

NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of it's services to be compensated on a lump sum basis,

2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-6 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSES

NO REIMBURSEABLE EXPENSES EXPECTED FOR THIS SCOPE

A complete breakdown of estimated reimbursable expenses, if any, which will be compensated on a not to exceed reimbursable basis, shall be included in this section. The Consultant may use any format for this breakdown, provided that it clearly defines the basis for the not to exceed amount. A breakdown of each subconsultant's expenses is also required.

Consultant - C&S

Prelimin	ary Design				
Α.	Travel, By Auto:				
	0 Trips @	25 Miles / Trip @	\$ 0.545 =	\$	-
В.	Travel, By Air:				
	0 Trips @	0 Persons @	\$ - =	\$	
С.	Per Diem				
	0 Days @	0 Persons @	\$144.00 =	\$	-
D.	Tolls:			\$	2
E.	Parking:		=	\$	30
F.	Miscellaneous:		=	\$	
		Total Estir	nate of Direct Expenses:	\$	÷.
Schema	tic (30%)				
Α.	Travel, By Auto:				
	0 Trips @	25 Miles / Trip @	\$ 0.545 =	\$	-
В.	Travel, By Air:				
	0 Trips @	0 Persons @	\$ - =	\$	
C.	Per Diem				
	0 Days @	0 Persons @	\$144.00 =	\$ <mark></mark>	
D.	Tolls:			\$	
E.	Parking:			\$: - :
F.	Miscellaneous:		=	\$	
		Total Estir	nate of Direct Expenses:	\$	

Development (60%)

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-6 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES

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-	0 Trips @	25	Miles / Trip @	\$ 0.545 =		\$	-
В.	Travel, By Air:	•	D	•		•	
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C.	Per Diem	•				•	
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D.	Tolls:			6	-	\$	-
Е.	Parking:			1	£	\$	-
F.	Miscellaneous:			=	5	\$	-
			Total Estimat	e of Direct E	xpenses:	\$	-
Const. D	ocs. (95%)						
Α.	Travel, By Auto:						
	0 Trips @	25	Miles / Trip @	\$ 0.545 =	=	\$	20
В.	Travel, By Air:			* ****		Ŧ	
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C.	Per Diem			*		Ŧ	
	0 Days @	0	Persons @	\$144.00 =	=	\$	-
D.	Tolls:				-	\$	-
E.	Parking:			-	=	\$	-
F.	Miscellaneous:			-	-	\$	-
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D ' 11'	0		Total Estimat		.vpenses.	Ψ	1.00
-	& Award						
A.	Travel, By Auto:					•	
_	0 Trips @	25	Miles / Trip @	\$ 0.545 =	=	\$	-
В.	Travel, By Air:					~	
	0 Trips @	0	Persons @	\$ - =	-	\$	•
C.	Per Diem			2.2		0	
	0 Days @	0	Persons @	\$144.00 =	-	\$	
D.	Tolls:					\$	-
E.	Parking:			-	=	\$	-
F.	Miscellaneous:			3	=	\$	
			Total Estimat	e of Direct E	Expenses:	\$	3 9 3

Const. Admin.

A. Travel, By Auto:

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-6 ES

	BR	REAKD	OWN	OF	NOT	то	EXCEED	REIMBURSA	BLE EXP	ENSE
5 16 100	22:54	1200-0	973 500.00	34 Sec. 24	121		• NG 2013 1 2012			

	0 Trips @	25 Miles / Trip @	\$ 0.545 =	\$ -
В.	Travel, By Air:			
	0 Trips @	0 Persons @	\$ - =	\$ -
С.	Per Diem			
	0 Days @	0 Persons @	\$144.00 =	\$ -
D.	Tolls:		=	\$
E.	Parking:		=	\$ · · · ·
F.	Miscellaneous:		=	\$ -
		Total Est	imate of Direct Expenses:	\$
Record I	Documents			
Α.	Travel, By Auto:			
	0 Trips @	25 Miles / Trip @	\$ 0.545 =	\$ -
В.	Travel, By Air:			
	0 Trips @	0 Persons @	\$ - =	\$ -
C.	Per Diem	_		
	0 Days @	0 Persons @	\$144.00 =	\$ 7
D.	Tolls:		_	\$
E.	Parking:		=	\$
F.	Miscellaneous:		=	\$ 1.00
		Total Es	timate of Direct Expenses:	\$ 240

Subconsultant No. 5 - Scoping

Α.	OFFSITE DISPOSAL						
	0	Loads @	1000	/ Trip	=	\$	
B.	Trailer J	etter w/ Ope	rator				
	0	Hours @	250	\$/Hour	=	\$	-
C.	Pickup 7	Pickup Truck w/ Helper					
	0	Hours @	180	\$/Hour	=	\$	-
D.	Camera	w/ Operator					
	0	Hours @	300	\$/Hour	=	\$	
				Total Estimate of Direct	Expenses:	\$	-

Subconsultant No. 1 -

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-6 BREAKDOWN OF NOT TO EXCEED REIMBURSABLE EXPENSES

Subconsultant No. 2 -

Subconsultant No. 3 -

Subconsultant No. 4 -

Subconsultant No. 5 -

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
Not Applicable.				PARTICIPATION
			_	
TOTAL PROPOSED PARTICIPATION			\$0.00	0%

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED
		CLASSIFICATION			PARTICIPATION
Not Applicable.					
TOTAL PROPOSED PARTICIPATION				\$0.00	0

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS PROPOSED SCOPE OF SERVICES		FEE	PROPOSED	
				PARTICIPATION	
Not Applicable.					
TOTAL PROPOSED PARTICIPATION			\$0.00	0	

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-8 LIST OF ANTICIPATED DRAWINGS SHEETS

DRAWING DESCRIPTION	NO. OF SHEETS	CONSULTANT
Drawing Package	N/A	
Permit Appliocation Form	4-6 Pages	C&S Companies
XXXXX		
XXXXX	-	
XXXXX		
XXXXX		
TOTAL:	0	

-

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
C&S Engineers, Inc.		
C&S	Senior Project Manager	\$217.00
Prime	Principal Engineer	\$213.00
	Principal Architect	\$201.00
	Senior Project Engineer	\$142.00
	Project Engineer	\$134.00
	Engineer	\$113.00
	Senior Designer	\$96.00
L		

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL TABLE C-9 CONTRACT HOURLY RATES

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:	C&S Engineers, Inc
ву:	HE
Print Name:	Rick Swisher, Principal Architect
Date:	August 14, 2024

MEMORANDUM

- TO: Members of the Construction Committee
- FROM: Edelis Molina, Manager Small Business Programs
- DATE: August 20, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum 3 to the Continuing Civil Engineering Services Agreement with C&S Engineers, Inc. for Additional Design Services for V-01010 MCO Terminal A East Level 1 Office Creation, Orlando International Airport.

SMALL BUSINESS

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the limited scope of the services to be provided, C&S Engineers, Inc. does not propose small business participation on this amendment.