

**AMENDMENT 1 to ADDENDUM NO. 3  
TO THE AGREEMENT DATED MARCH 24, 2023  
BETWEEN GREATER ORLANDO AVIATION AUTHORITY  
AND JACOBS PROJECT MANAGEMENT CO.**

**Project:** Additional Core Team Executive Project Management and Oversight Services for Terminal C Programs for W-S149 Program Management and Oversight (PMO) Services for Terminal C Programs, Orlando International Airport

**THIS AMENDMENT** is effective this 1<sup>st</sup> day of October, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **JACOBS PROJECT MANAGEMENT CO.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, by Agreement dated March 24<sup>th</sup>, 2023, Authority and Consultant entered into an agreement for Consultant to provide Executive Program Management and Oversight Services for STC Programs 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 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 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 **ELEVEN MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED TWO AND NO/100 DOLLARS (\$11,497,202.00)**, broken down as follows:


<b>Professional Fees:</b>	<b>NTE:</b>	<b>\$9,752,655.00</b>
<b>Professional Fees:</b>	<b>LS:</b>	<b>\$0.00</b>
<b>Reimbursable Expenses:</b>	<b>NTE:</b>	<b><u>\$1,744,547.00</u></b>
<b>Total:</b>		<b>\$11,497,202.00</b>



3. Except as expressly modified in this Amendment, the Agreement dated March 24<sup>th</sup>, 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 October 12, 2023.

**GREATER ORLANDO AVIATION AUTHORITY**

Approved as to Form and Legality  
(for the benefit of GOAA only)  
this day of Oct 12, 2023



By:  

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

By:

Kevin J. Thibault, P.E.  
Chief Executive Officer

**JACOBS PROJECT MANAGEMENT CO.**

By:

Signature (Duly Authorized Rep.)

Thomas J. Meinhart

Printed Name

Sr. Vice President

Title



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

## Memorandum

**To: Members of the Construction Committee**

**From: Scott Shedek, Vice President, Construction**  
*(Prepared by Deborah McKeown)*

**Date: September 19, 2023**

**Re: Request for Recommendation of Approval of an Amendment to Addendum No. 3 to the Executive Program Management and Oversight Services for Terminal C Programs Agreement with Jacobs Project Management Co. to provide Additional Core Team Executive Project Management and Oversight (PMO) Services for Terminal C Programs for W-S00149 Program Management and Oversight (PMO) Services for Terminal C Programs at the Orlando International Airport**

On August 16, 2023, the Aviation Authority Board approved Addendum No. 3 in the amount of \$13,233,846.00 for Core Team Executive Project PMO Services for Terminal C to the above-referenced agreement. Since that time, Jacobs Project Management Co. has submitted its proposal for its additional Executive Project PMO Staffing Plan, as furthered described in Consultant's proposal, dated September 12, 2023.

If approved, these services would be effective October 1, 2023.

The attachment entitled "MCO Staffing Plan Proposal – Addenda 3 Amendment 1 – September Board" includes several cost items that are to be used as not-to-exceed allowances and are subject to further refinement. Payment for these costs will not be authorized until Jacobs submits and GOAA reviews and approves the back-up and basis for those cost items as information items at the Authority's Construction Committee. The proposal costs include the following items:

- Labor escalation
- Other direct costs:
  - Vehicle allowances
  - Other services/consultants
  - Airfield Program management Coordination Allowance (1000 hours x \$210)
  - UES for Threshold Special Inspection Services

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

Funding is from FDOT Grants to the extent eligible, Passenger Facility Charges to the extent eligible, Customer Facility Charges to the extent eligible, and General Airport Revenue Bonds. Funding source verified by \_\_\_\_\_ of Construction Finance on \_\_\_\_/\_\_\_\_/\_\_\_\_ as correct and available.

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of an Amendment to Addendum No. 3 to the Executive Program Management and Oversight Services for Terminal C Programs Agreement (WS149) with Jacobs Project Management Co. for the services contained herein and amount as shown below:

Not to Exceed Fees	\$9,752,655.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$1,744,547.00
<b>TOTAL</b>	<b>\$11,497,202.00</b>
AAC – Compliance Review Date	<i>EW</i> 9/15/2023
AAC – Funding Eligibility Review Date	



**September 12th, 2023**

Mr. Max Marble  
SR VP Capital Programs

Mr. Scott Shedek  
VP of Construction

Greater Orlando Aviation Authority  
Orlando International Airport  
One Jeff Fuqua Blvd  
Orlando, FL 82827

Subject: Addendum 3 Amendment 1

Dear Mr. Marble and Mr. Shedek,

Jacobs Program Management Co. is pleased to provide this proposal to provide Amendment 1 to Addenda 3, of our Executive Program Management and Oversight (EPMO) staff, to support your South Terminal Restart Program. Please find the proposal scope and fee in the following documentation.

We greatly appreciate the opportunity to provide this proposal, and if you have any questions please do not hesitate to ask.

Sincerely,

A handwritten signature in blue ink that reads "Brad Miller".

Brad Miller | [Jacobs](#) | Aviation Program Manager, VP  
M: 303.618.4335 | [brad.miller@jacobs.com](mailto:brad.miller@jacobs.com)



### **Scope**

Jacobs Project Management Co. (Jacobs) is pleased to provide Executive Program Management and Oversight (EPMO) staff as outlined in the attached Staff Schedule. The intent of Amendment 1, Addenda 3, is to provide the balance of staff required to oversee the South Side Restart Program along with the previously approved staff provided in Phase 1. The projects included in this program are as follows:

- Airside Gate Expansion Project
- Pedestrian Bridge Connector and Rental Car Lobby Project
- Airfield Civil, Apron, and Taxiway Project
- Additional Projects: GSE and Equipment Facility

### **Schedule and Estimated Fee Table**

The total estimated fee for this scope is not to exceed **\$11,497,202**. The basis of payment for this scope is time and materials. It is expected that the fee will be expended over a 31 month period in accordance with the schedule shown in the attached Staff Schedule. Monthly invoices will be submitted to GOAA. Actual labor hours and allowable expenses will be billed in accordance with the Agreement for Professional Services.

### **Other Assumptions and Clarifications**

1. This scope of work assumes a Notice to Proceed of October 1<sup>st</sup>, 2023.
2. Jacobs will provide pay roll backup to support actual rates per previous rate approvals by GOAA.
3. Jacobs' staff may require airside escorts by others while the badging process is ongoing.
4. Other relatable items not covered in this scope include computer equipment, software, communications network, office space or furniture.
5. Please note that this scope and staff currently does not include technical resources or responsibility of project Quality Control or Health and Safety outcomes for the construction contractors, or existing GOAA Owner's Authorized Representatives.
6. Please note that the estimated DBE and LDB participation percentage for this Amendment proposal is 52%. As intended the overall estimated DBE and LDB percentage for all Jacobs' tasks to date is 31.35%. For clarity, see Attachment A, included, demonstrating the total estimated value of our proposed DBE and LDB percentages across all Addenda from Notice to Proceed through Addenda 3, Amendment 1.
7. The vehicle allowance can be influenced by market conditions outside of Jacobs' control. We believe the allowance to be adequate, however we reserve the right to present to GOAA market data/backup for an amendment, if market conditions change.
8. Staff roles provided are based on feedback from GOAA staff through meetings, Jacobs' interpretation of GOAA processes and procedures, and industry standards of management teams of aviation programs of similar stature. If changes in the program scope occurs, or changes become

necessary due to discovery of GOAA requirements, Jacobs will present amendments to this addendum as necessary for GOAA approval.

9. The following rates are rate estimates based on aviation industry benchmarks for the given positions:

CX Manager

LS SME

ORAT SME

As actual rates are finalized based on approved candidates, Jacobs will present to GOAA amendments to these rates, if necessary, for GOAA consideration and approval. The balance of rates included in this Amendment 1 to Addenda 3 have been agreed to by GOAA.

10. This proposal excludes third party commissioning which can be procured by addenda per GOAA approval in the future.
11. Design review services are limited to staff as proposed in Addenda 3 inclusive of Amendment 1. Given state of the program, delivery methods, and construction schedules, a suite of design SMEs is not provided. If design SMEs are requested by GOAA in the future, Jacobs will present an addenda proposal to GOAA, or utilize the "Other services/consultants" allowance with pre-approval by GOAA, for use.
12. Please note subcontractor proposals are rounded up to the nearest dollar.
13. Below, for funding purposes, a breakdown of the item fees by program:

Project	Jacobs Total	Subs Total	Total
Airside Gates Project	\$2,801,607	\$4,096,714	\$6,898,321
Ground Transportation Facility Project	\$1,167,336	\$1,706,964	\$2,874,300
Airfield Project	\$700,402	\$1,024,179	\$1,724,581
Totals	\$4,669,345	\$6,827,857	\$11,497,202

VERSION SEP 11 2023

MCO STAFFING PLAN PROPOSAL  
ADDENDA 3, AMENDMENT 1 -  
SEPTEMBER BOARD

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30										
2023										2024										2025										2026									
10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24	8/24	9/24	10/24	11/24	12/24	1/25	2/25	3/25	4/25	5/25	6/25	7/25	8/25	9/25	10/25	11/25	12/25	1/26	2/26	3/26										
BP 198 PED BRIDGE AND RENTAL CAR LOBBY																				Closeout Period					BP 195 AIRS DE GATES PROJECT										Closeout Period				
																				Closeout Period															BP 196 SOUTH AIRFIELD				

Position	Planned Hrs	BASE RATE	Billing Rate	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	FTE	Total Hours	Total Cost
PM TEAM																																	
SENIOR PROJECT MANAGER BHS	4,644	\$100.00	\$220.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4,644	\$ 1,021,680.00
CX MANAGER	3,526	\$70.00	\$154.00	0.5																												3,526	\$ 543,004.00
ASSISTANT CONSTRUCTION MANAGER	4,128	\$60.00	\$132.00		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4,128	\$ 544,896.00
SENIOR PM LOW VOLTAGE	4,644	\$90.00	\$198.00	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4,644	\$ 919,512.00
LS SME	4,128	\$70.00	\$154.00		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	4,128	\$ 635,712.00
ORAT SME	1,118	\$80.00	\$176.00										0.5	0.5	0.5																	1,118	\$ 196,768.00
			FTEs	2.5	2.0	2.0	4.0	4.0	4.0	4.0	4.0	5.0	5.5	5.5	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	6.0	6.0	2.0	1.0	1.0		\$3,861,572	

\$6,000 \$6,000

LISTED POSITION TITLE	INTERPRETATION
BHS/OFFE PM	Baggage Handling System/Owner Furnished FF&E
CX MANAGER	Commissioning Manager
LV SR PM	Low Voltage Sr. Project Manager
LS SME	Life Safety Subject Matter Expert
ORAT SME	Operational Readiness & Airport Transition Subject Matter Expert

\$3,861,592 Labor	
\$277,773 Labor escalation at contract anniversary	
\$4,039,345 Total Labor	
\$180,000	4 Vehicles submitted in PH 1 (248K) - Added 3 more vehicles
\$450,000	Other services/consultants (submitted in PH 1 - 150K, total 600K both phases)
DBE & LDB	PSA proposal include program scheduler building inspector and finish inspector see attached proposal) PLEASE NOTE THIS FIGURE IS ROUNDED UP TO THE NEAREST DOLLAR
DBE	GC proposal include Safety oversight manager electrical inspector mechanical inspector civil inspector and program estimator (see attached proposal) PLEASE NOTE THIS FIGURE IS ROUNDED UP TO THE NEAREST DOLLAR
\$210,000	Airfield Program management Coordination Allowance (1000 hours x \$210)
\$409,084	UES for Threshold Special Inspection Services for the PLX Airside Gate Project (see attached proposal)
\$257,690	UES for Threshold Special Inspection Services for the GTF (see attached proposal)
\$7,457,857	Other Direct Costs
\$11,497,202	Total Cost
\$5,951,105	92% DBE and LDB



ATTACHMENT A

Addenda	Addenda Value	DBE & LDB Participation
1	\$482,584	0
2	\$244,708	0
3	\$24,731,048	\$7,981,887
Total	\$25,458,340	\$7,981,887
Estimated DBE and LDB Percentage Across all Addenda		31.35%

## 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 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 (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 Aviation Authority, whichever is later.

Consultant   Jacobs  

By: 

Print Name: Thomas J. Meinhart

Date: August 16, 2023



August 15, 2023

Mr. Brad Miller  
11308 Terminal C Service Road  
Orlando, FL 32824

Subject: **South Terminal Restart Program**  
Orlando International Airport

Dear Mr. Miller:

GCI Inc. is pleased to submit this proposal to provide Design and Construction Phase services for the above-referenced program at the Orlando International Airport. This proposal has been prepared based on our understanding of the requested personnel and time frames.

The scope of our services for the proposed work will consist of providing assistance to the Project Management Office (PMO) staff in the areas of design review, construction project management, project inspection, safety oversight, and construction coordination in support of the program.

Our estimated man-hour requirements and applicable unit rates for completion of the project are attached to this proposal. The total contract value is estimated at **\$3,810,310.47**. This amount consists of **\$3,750,310.47** for Not to Exceed Fees and **\$60,000.00** for Not to Exceed Expenses. The Not to Exceed Expenses include the following: reproduction cost for updated drawings, specifications for various projects, IT equipment for field use, and estimating and documentation management software.

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

The services for this project will be performed in accordance with the provisions of GOAA's standard agreement for professional services and as indicated in the attached project schedule showing the proposed staffing levels for the duration of the work.

We appreciate the opportunity to present this proposal and we look forward to working with the PMO staff on this most important project. Should you have any questions or if we may be of further assistance, do not hesitate to contact the undersigned.

Sincerely,

**GCI INC**

Owusu Amaning  
President

**Program/Project Management • Construction Management Consultant • Owner's Authorized Representative •  
Maintenance Management Consultant • Construction Engineering and Inspection**

**Headquarters: 2290 North Ronald Reagan Blvd., Suite 100, Longwood, FL 32750 • Phone 407•331•6332 • Fax 407•331•9066**  
**Offices: • Orlando • Tampa • New Orleans**

**GCI INC SOUTH TERMINAL PROJECT TEAM FY24 - START DATE OCTOBER 1, 2023**

Project	STC Title	Department	Name	Rates	Total Hours	Total Cost
	Senior Project Manager	Safety	John Panzella	\$ 211.15	2040	\$ 430,746.00
	Senior Inspector - Electrical	Quality Control	Jim McCuddy	\$ 135.96	2040	\$ 277,358.40
	Senior Inspector - Mechanical	Quality Control	Mark Penoyar	\$ 135.96	2040	\$ 277,358.40
	Senior Inspector - Civil	Quality Control	John Danner	\$ 135.96	1192	\$ 162,064.32
	Project Manager	Estimating	Bunker Hill	\$ 170.98	2040	\$ 348,799.20
					<b>NTE Fees</b>	<b>\$ 1,496,326.32</b>
FY 24 - NTE Reimbursable Expenses					<b>NTE Expenses</b>	<b>\$ 20,000.00</b>
					<b>FY 24 Total</b>	<b>\$ 1,516,326.32</b>

**GCI INC SOUTH TERMINAL PROJECT TEAM FY25**

Project	STC Title	Department	Name	Rates	Total Hours	Total Cost
	Senior Project Manager	Safety	John Panzella	\$ 217.48	2040	\$ 443,668.38
	Senior Inspector - Electrical	Quality Control	Jim McCuddy	\$ 140.04	2040	\$ 285,679.15
	Senior Inspector - Mechanical	Quality Control	Mark Penoyar	\$ 140.04	2040	\$ 285,679.15
	Senior Inspector - Civil	Quality Control	John Danner	\$ 140.04	2040	\$ 285,679.15
	Project Manager	Estimating	Bunker Hill	\$ 176.11	2040	\$ 359,263.18
					<b>NTE Fees</b>	<b>\$ 1,659,969.01</b>
FY 25 - NTE Reimbursable Expenses					<b>NTE Expenses</b>	<b>\$ 20,000.00</b>
					<b>FY 25 Total</b>	<b>\$ 1,679,969.01</b>

**GCI INC SOUTH TERMINAL PROJECT TEAM FY26**

Project	STC Title	Department	Name	Rates	Total Hours	Total Cost
	Senior Project Manager	Safety	John Panzella	\$ 224.01	840	\$ 188,167.59
	Senior Inspector - Electrical	Quality Control	Jim McCuddy	\$ 144.24	512	\$ 73,850.86
	Senior Inspector - Mechanical	Quality Control	Mark Penoyar	\$ 144.24	512	\$ 73,850.86
	Senior Inspector - Civil	Quality Control	John Danner	\$ 144.24	512	\$ 73,850.86
	Project Manager	Estimating	Bunker Hill	\$ 181.39	1016	\$ 184,294.96
					<b>NTE Fees</b>	<b>\$ 594,015.14</b>
FY 26 - NTE Reimbursable Expenses					<b>NTE Expenses</b>	<b>\$ 20,000.00</b>
					<b>FY 26 Total</b>	<b>\$ 614,015.14</b>

<b>Total NTE Fees</b>	<b>\$ 3,750,310.47</b>
<b>Total NTE Expenses</b>	<b>\$ 60,000.00</b>
<b>GCI INC GRAND TOTAL</b>	<b>\$ 3,810,310.47</b>

South Terminal Restart Program															
Construction Phase OAR Staffing Estimate - FY24															
STC Title	Department	Name	2023			2024									Total
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
STC Project Manager III - Safety Oversight	Safety	John Panzella	176	168	160	176	168	168	176	176	160	176	176	160	2,040
STC Sr Inspector I - Electrical and LV	Quality Control	Jim McCuddy	176	168	160	176	168	168	176	176	160	176	176	160	2,040
STC Sr Inspector I - Mechanical (MEP)	Quality Control	Mark Penoyar	176	168	160	176	168	168	176	176	160	176	176	160	2,040
STC Sr. Inspector - Civil	Quality Control	John Danner	0	0	0	0	0	168	176	176	160	176	176	160	1,192
STC Project Manager - Estimator	Project Management	Bunker Hill	176	168	160	176	168	168	176	176	160	176	176	160	2,040
TOTAL STAFF HOURS			704	672	640	704	672	840	880	880	800	880	880	800	9,352

South Terminal Restart Program															
Construction Phase OAR Staffing Estimate - FY25															
STC Title	Department	Name	2024			2025									Total
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
STC Project Manager III - Safety Oversight	Safety	John Panzella	184	160	168	176	160	168	176	168	168	176	168	168	2,040
STC Sr Inspector I - Electrical and LV	Quality Control	Jim McCuddy	184	160	168	176	160	168	176	168	168	176	168	168	2,040
STC Sr Inspector I - Mechanical (MEP)	Quality Control	Mark Penoyar	184	160	168	176	160	168	176	168	168	176	168	168	2,040
STC Sr. Inspector - Civil	Quality Control	John Danner	184	160	168	176	160	168	176	168	168	176	168	168	2,040
STC Project Manager - Estimator	Project Management	Bunker Hill	184	160	168	176	160	168	176	168	168	176	168	168	2,040
TOTAL STAFF HOURS			920	800	840	880	800	840	880	840	840	880	840	840	10,200

### Construction Phase OAR Staffing Estimate - FY26

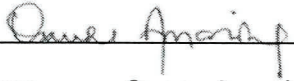
STC Title	Department	Name	2025			2026									Total	
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
STC Project Manager III - Safety Oversight	Safety	John Panzella	184	152	176	168	160	0	0	0	0	0	0	0	0	840
STC Sr Inspector I - Electrical and LV	Quality Control	Jim McCuddy	184	160	168	0	0	0	0	0	0	0	0	0	0	512
STC Sr Inspector I - Mechanical (MEP)	Quality Control	Mark Penoyar	184	152	176	0	0	0	0	0	0	0	0	0	0	512
STC Sr. Inspector - Civil	Quality Control	John Danner	184	152	176	0	0	0	0	0	0	0	0	0	0	512
STC Project Manager - Estimator	Project Management	Bunker Hill	184	152	176	168	160	176	0	0	0	0	0	0	0	1,016
TOTAL STAFF HOURS			920	768	872	336	320	176	0	0	0	0	0	0	0	3,392

# 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: GCI, Inc.

By: 

Print Name: Owusu Amaning

Date: August 17, 2023





August 15, 2023

Mr. Brad Miller  
Program Manager  
Jacobs  
11312 Terminal C Service Rd., Bldg. 14  
Orlando, FL 32824

**RE: W-S00149 Terminal C Programs-Program Management and Oversight (PMO), at the Orlando International Airport**

Dear Mr. Miller,

PSA Management, Inc. is pleased to provide this proposal for Onsite Support Services/Staffing for the PMO for the above referenced project. This proposal has been prepared based on our understanding of the requested scope identified via written communication on August 9, 2023. At your request, we propose a Senior QA/QC Manager with structural and design expertise (PSA), a Senior QA/QC Manager with architectural finishes expertise (PSA), and a Senior Scheduler (OPC).

At your request, our Sr. QA/QC Manager will start October 1, 2023, in a full-time capacity through September 30, 2025; Our Sr. QA/QC Manager for architectural finishes will start April 1, 2024 in a full-time capacity through December 2025; and our Senior Scheduler will start October 2023 in a full-time capacity through December 2025.

The services for this project will be performed in accordance with the provisions of GOAA's standard agreement for professional services. Our proposed staffing requirements and applicable unit rates are depicted in the attached schedules. The total submitted value in the amount of \$2,140,771.46 includes \$1,207,611.46 in NTE Fees for PSA, and \$933,160.00 in NTE Fees for OPC.

Thank you for giving us this opportunity to work together. Please reach out to me should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Patrick Aliu", with a stylized flourish at the end.

Patrick Aliu, CSI, CGC, CCI, CCPM, CRA, PMI, BDIA  
President/CEO

W-S00149 Terminal C Programs - Program Management and Oversight				
Staffing Estimate PSA/OPC				
Role	Firm	Hourly Rate	Total Hours	Total Fee
FY24				
Sr. QA/QC Manager	PSA	\$162.00	2032	\$329,184.00
Sr. QA/QC Manager	PSA	\$148.00	1024	\$151,552.00
Senior Scheduler	OPC	\$205.00	2032	\$416,560.00
Administrative	PSA	\$60.77	24	\$1,458.48
			<b>5112</b>	<b>\$898,754.48</b>
FY25				
Sr. QA/QC MANAGER	PSA	\$167.00	2024	\$338,008.00
Sr. QA/QC Manager	PSA	\$152.00	2024	\$307,648.00
Senior Scheduler	OPC	\$205.00	2024	\$414,920.00
Administrative	PSA	\$62.59	24	\$1,502.16
			<b>6096</b>	<b>\$1,062,078.16</b>
FY26				
Sr. QA/QC Manager	PSA	\$172.00	0	\$0.00
Sr. QA/QC Manager	PSA	\$157.00	496	\$77,872.00
Senior Scheduler	OPC	\$205.00	496	\$101,680.00
Administrative	PSA	\$64.47	6	\$386.82
			<b>998</b>	<b>\$179,938.82</b>
SUBTOTAL FY 23-FY26			<b>12206</b>	<b>\$2,140,771.46</b>
REIMBURSABLE EXPENSES:				
SUBTOTAL				<b>\$0.00</b>
			TOTAL:	<b>\$2,140,771.46</b>
DBE Participation		% Participation		
Sr. QA/QC Manager	PSA			\$667,192.00
Sr. QA/QC Manager	PSA			\$537,072.00
Administrative	PSA			\$3,347.46
SUBTOTAL			<b>56.41%</b>	<b>\$1,207,611.46</b>

W-S00149 Terminal C Programs - Program Management and Oversight																
Construction Phase OAR Staffing Proposal FY2024																
Role	Individual	Firm	Expanded Role Information	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Sr. QA/QC Manager	Juan Vaquez	PSA	Design review, structural inspections, building inspections, cost management assistance	176	160	160	176	168	168	176	176	160	176	176	160	2032
Sr. QA/QC Manager	Doug Aagard	PSA	Building inspections, coordination with trades, finishes	0	0	0	0	0	0	176	176	160	176	176	160	1024
Senior Scheduler	Todd Nolan	OPC	Program scheduling, design and constructability reviews, delays and claims mitigation, monthly program reports	176	160	160	176	168	168	176	176	160	176	176	160	2032
Administrative Assistant	TBD	PSA	Home Office Administration-payroll	2	2	2	2	2	2	2	2	2	2	2	2	24
Total Staff Hours October 2023 - September 2024																5112

W-S00149 Terminal C Programs - Program Management and Oversight																
Construction Phase OAR Staffing Proposal FY 2025																
Role	Individual	Firm	Expanded Role Information	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Total
Sr. QA/QC Manager	Juan Vasquez	PSA	Design review, structural inspections, building inspections, cost management assistance	184	152	160	176	160	168	176	168	168	176	168	168	2024
Sr. QA/QC Manager	Doug Aagard	PSA	Building inspections, coordination with trades, finishes	184	152	160	176	160	168	176	168	168	176	168	168	2024
Senior Scheduler	Todd Nolan	OPC	Program scheduling, design and constructability reviews, delays and claims mitigation, monthly program reports	184	152	160	176	160	168	176	168	168	176	168	168	2024
Administrative Assistant	TBD	PSA	Home Office Administration-payroll	2	2	2	2	2	2	2	2	2	2	2	2	24
Total Staff Hours October 2024 - September 2025																6096

W-S00149 Terminal C Programs - Program Management and Oversight							
Construction Phase OAR Staffing Proposal FY 2026							
Role	Individual	Firm	Expanded Role Information	Oct-25	Nov-25	Dec-25	Total
Sr. QA/QC Manager	Juan Vasquez	PSA	Design review, structural inspections, building inspections, cost management assistance	0	0	0	0
Sr. QA/QC Manager	Doug Aagard	PSA	Building inspections, coordination with trades, finishes	184	144	168	496
Senior Scheduler	Todd Nolan	OPC	Program scheduling, design and constructability reviews, delays and claims mitigation, monthly program reports	184	144	168	496
Administrative Assistant	TBD	PSA	Home Office Administration-payroll	2	2	2	6
Total Staff Hours October 2025 - December 2025							998

## 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 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 (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 Aviation Authority, whichever is later.

Consultant PSA MANAGEMENT, INC.

By 

Print Name **PATRICK ALIU**

Date: 8/15/23



4300 W Lake Mary Blvd - Ste 1010-362 • Lake Mary • Florida 32746  
407-702-8762 • www.OrlandoProjectControls.com

8/28/2023

Mr. Don Corthell  
Construction Manager  
PSA Management  
800 N. Magnolia Ave.  
Suite 1850  
Orlando, FL 32803

Dear Don -

As requested, please accept OPC's revised proposal based on established and GOAA approved billable rates (see attached) to provide Professional Scheduling Services associated with the STC - AS Gate Expansion, GTF & Airfield Package for the estimated hours, rates and duration as described below. These services will be executed by Mr. Todd Nolan, Senior Scheduler.

OPC's duties will include but not be limited to, providing assistance to the PSA/PMO/GOAA staff in the areas of construction project scheduling and coordination, program scheduling review including the analysis of the contractor's schedules utilizing P6 software, design and constructability reviews, delay claims mitigation and analysis, reporting and other duties as requested.

OPC Utilization Plan: STC - AS Gate Expansion / GTF & Airfield Package														
FY 2024														
	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Subtotal	Rate
TN	176	160	160	176	168	168	176	176	160	176	176	160	2032	\$205
														\$416,560
FY 2025														
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Subtotal	Rate
TN	184	152	160	176	160	168	176	168	168	176	168	168	2024	\$205
														\$414,920
FY 2026														
	Oct-25	Nov-25	Dec-25										Subtotal	Rate
TN	184	144	168										496	\$205
														\$101,680
Totals	544	456	488	352	328	336	352	344	328	352	344	328	4552	\$933,160

OPC thanks you for this opportunity to team with PSA, Jacobs (PMO) and GOAA on this very exciting Program. Please contact me with any questions or concerns.

Sincerely,

Scott D. Collins  
Principal, Orlando Project Controls, LLC  
407-702-8762



Materials Testing  
Geotechnical Engineering  
Environmental  
Building Sciences & Safety  
Inspections & Code Compliance  
Virtual Design Consulting

September 6, 2023

JACOBS Group.  
200 South Orange Ave, Suite 900  
Orlando, FL 32801

Attention: Mr. Brad Miller, Aviation Program Manager

Reference: **Proposal for Threshold Inspections for BP-S195 Phase 1X Airside Concourse (ASC)  
South Terminal C (STC-1), Orlando International Airport**  
Orlando, Orange County, Florida 32827  
**UES Proposal No. 2038599v1**

Dear Mr. Miller:

As requested, we are pleased to submit our proposal to you for professional services on the GOAA STC-1 South Terminal project, which is located at the Orlando International Airport, Orlando, Orange County, Florida.

We understand that the services requested are for the proposed **BP-S195 Phase 1X Airside Concourse (ASC), South Terminal C (STC-1)**.

#### SCOPE OF WORK PROPOSED

- Inspections on Existing Concrete Restoration
- Masonry Inspections
- Inspections on Epoxy for Post Installed Anchors
- Building Envelope for Curtain Wall
- Reinforcing Steel Inspection
- Cast in Place Concrete Grout and Inspection
- Inspection of formwork, shoring and re-shoring
- Structural Steel Inspections
- Bolting and Welding Inspections
- Ultrasonic Testing of Welding

January 2023 to April 2024 (64 Weeks; Approx. 15 Months)					
Labor Description	Hours	Unit	No. of Months	Rate	Amount
Threshold Inspector, Level I (+/-25 Hours Per Week)	108.00	Per Hour	15	\$70.00	\$113,400.00
Lead Threshold Inspector, Level II (+/-10 Hours Per Week)	43.00	Per Hour	15	\$94.00	\$60,630.00
Project Coordinator (+/-2 Hours Per Week)	8.50	Per Hour	15	\$68.00	\$8,670.00
Special Inspector (1 Trip to the Field Per Month)	4.00	Per Hour	15	\$196.00	\$11,760.00
Special Inspector (Report Review)	3.00	Per Hour	15	\$196.00	\$8,820.00
<b>TOTAL FOR THRESHOLD SERVICES ORIGINAL CONTRACT</b>					<b>\$203,280.00</b>
Deduction from Original Contract - Charges paid by AECOM thru Sept 30, 2023 (UES Project 0110.2300096.000)					\$(39,856.00)
<b>New Total Amount - Threshold Scope of Work</b>					<b>\$163,424.00</b>
Description	Estimating Quantity	Unit	Rate	Amount	
CWI/Bolt Inspector (per hour), Level I (+/-25 Hours Per Week)	2070.00	Per Hour	\$110.00	\$227,700.00	
Ultrasonic Testing of Welds (per day)	100.00	Per Hour	\$165.00	\$16,500.00	
Project Manager/Engineer (report review and evaluation, certification letters, etc.) (+/-10 Hours Per Week)	300.00	Per Hour	\$120.00	\$36,000.00	
Secretary Clerical	200.00	Per Hour	\$60.00	\$12,000.00	
<b>SUBCONTRACTOR SERVICES ORIGINAL CONTRACT - CWI, Bolt Inspection, Ultrasonic Testing of Welds</b>					<b>\$292,200.00</b>
Deduction from Original Contract - Charges paid by AECOM thru Sept 30, 2023 (UES Project 0110.2300096.000)					\$(46,540.00)
<b>New Total Amount - Steel, Bolting and Welding</b>					<b>\$245,660.00</b>
<b>GRAND TOTAL</b>					<b>\$409,084.00</b>



The Scope of Work is limited to field inspections as Special Inspector for the referenced project. As Special Inspector, we shall observe that the building's main frame structural elements are constructed in substantial accordance with the Permitted Contract Documents. The contract Documents are defined as the Permitted Plans, Recorded Addendum, and the Specifications with all Amendments thereto.

## **DUTIES**

The Special Inspector shall maintain a record of the progress and observations given to the Contractor and observed deviations from the Permitted Contract Documents. The reports shall be in writing and shall be made promptly at the end of the period covered. The reports will be presented on the job site in the form of a job site log and an inspection field report for each day an inspection is made.

The report may consist of any or all of the following:

- Report of each inspection.
- Job site log of area inspected.
- Special records (pile driving logs, mill tests, concrete tests, etc.)
- Record of placing and curing concrete

## **REPORTING INFORMATION AND OBSERVATIONS**

It is the duty of the Special Inspector to notify the Contractor, the Building Official, the Architect / Engineer of Record and the Owner of the following:

- The use of materials, equipment or workmanship which do not conform to the Contract Documents, or which may cause improper construction which is not consistent with the intent of the Contract Documents.
- Work which is not being done in accordance with the approved Contract Documents.
- The recommended removal or repair of faulty construction or of construction performance without inspection and not capable of being inspected or tested in place.
- The request for interpretations from the Architect/Engineer of Record.

## **REQUIREMENTS OF THE JACOBS GROUP (EPMO)**

1. The Owner shall arrange for all necessary construction records to be furnished to the Special Inspector during the progress of the work in a timely manner. Such records shall consist of but may not be limited to, Contract Drawings and Specifications, changes to the documents approved by the Architect/Engineer of Record, solution for construction deficiencies designed by the Architect/Engineer of Record, Concrete Cylinder Test Reports, Soil Density Tests Records, Mill Records, Shop Drawings, Pile Driving Logs, etc.
2. The Owner shall ensure that the Contractor provides a shoring and reshoring plan to the Special Inspector which is signed and sealed by a registered Engineer in the State of Florida.

## **RESPONSIBILITY**

The Special Inspector does not surrogate the Building Official's or the Architect/Engineer of Record's responsibilities. Further, it is not intended that the Contractor's contractual or statutory obligations are in any way relieved or foregone by the presence of the Special Inspector. The Contractor has the sole responsibility for any deviations from the Permitted Contract Documents. The Special Inspector will not replace duties of the Building Official nor the quality control personnel for the Contractor.



#### **LIMITATIONS OF THE JACOBS GROUP (EPMO)**

Unless otherwise provided in written agreement, this Contract limits the Special Inspector to provide services only with regard to the structural frame of the building including the foundation, primary and secondary framing systems. This Contract does not include inspection of any safety provisions as required by OSHA or other safety standards which apply during the construction period. Nor does it apply to elements such as metal or wood balcony railings, fire protection, roofing, curtain walls, mechanical/electrical systems, architectural components, site work or other elements not contributing to the capacity of the main structural building frame.

Since the Special Inspector does not certify that the Permitted Contract Documents are themselves, in compliance with the Local Building Code, all approvals issued will refer to completed work being in substantial accordance with the Permitted Contract Documents rather than the Local Building Code.

Any and all changes to the original contract documents shall be submitted to the Special Inspector by the Owner. These changes must be approved by the design Engineer of Record.

Should the inspection reveal areas of concern requiring additional investigation or testing, we shall obtain authorization from you before proceeding.

In order for us to conduct our inspection, we would require copies of the Permitted Construction Documents, Shop Drawings and the full involvement and cooperation of the Architect/Engineer of Record.

For your convenience, a Work Authorization/Proposal Acceptance Form is enclosed. Also enclosed is Universal Engineering Sciences' General Conditions. If these items are acceptable, please sign the Work Authorization Form and return to us for our files.

Return Address:  
3532 Maggie Boulevard  
Orlando, Florida 32811  
Phone: 407-423-0504  
Fax: 407-423-3106

Respectfully Submitted,  
**Universal Engineering Sciences, LLC**  
FBPE Registry No. 549

A handwritten signature in blue ink that reads "Dawn K. Taylor".

*(Signing on behalf of:)* Fred J. Schmalzer, P.E.  
Vice President - Construction Services  
**STATE OF FLORIDA**  
Professional Engineer No. 38818  
Special Inspector No. 907

Enclosures:     Work Authorization/Proposal Acceptance Form  
                      General Conditions

FJS/dkn

**UES**  
Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY.**

UES is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**Project Name:** GOAA STC Terminal C, Phase 1X, THR **Date:** September 6, 2023  
**Project Location:** 10200 Jeff Fuqua Blvd South, Orlando, FL 32827  
**Client Name:** Jacobs Group **Contact:** Brad Miller  
**Contact Business Address:** 200 South Orange Avenue, Suite 900, Orlando, FL 32801  
**Contact Fax Number:** 407-903-5150 **Contact Phone:** 407-903-5001 **Email:** brad.miller@jacobs.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

**UES Project No.:** 0110.2301259.0000

**Total Contract Amount = \$ 409,084.00**

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

**A. UES General Conditions.**

In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

**A. For payment of Services, invoice to the account of:**

**Firm:** \_\_\_\_\_ **Social Security Number or Federal Identification No.:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:**

**Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CLIENT: Jacobs Group**

**UES**

**BY (signature):** \_\_\_\_\_ **BY (signature):** *Fred J. Schmalzer*  
**NAME:** \_\_\_\_\_ **NAME:** Fred J. Schmalzer  
**TITLE:** \_\_\_\_\_ **TITLE:** Vice President – Construction Services  
**DATE:** \_\_\_\_\_ **DATE:** September 6, 2023

**Return Executed Copies to:**

**UES**  
**Return to [ORLCSDContracts@universalengineering.com](mailto:ORLCSDContracts@universalengineering.com)**  
3532 Maggie Boulevard, Orlando, Florida 32811  
Phone: 407-423-0504 / Fax: 407-423-3106





**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES**

- 1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' agents, employees, professional staff, and subcontractors.*
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP AND USE OF DOCUMENTS**

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

## **SECTION 8: RISK ALLOCATION**

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

## **SECTION 9: INSURANCE**

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

## **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

## **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

## **SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

## **SECTION 13. GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

## **SECTION 14. INTEGRATION CLAUSE**

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

## 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: UES, LLC.

By: Fred J. Schmalzer

Print Name: FRED J. SCHMALZER

Date: 8.24.23

## 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: Universal Engineering Sciences, LLC

By: \_\_\_\_\_

Print Name: Yudenia Maurino

Date: 9/8/2023

August 10, 2023

JACOBS GROUP  
200 South Orange Avenue  
Suite 900  
Orlando, FL 32801

Attention: Mr. Brad Miller, Aviation Program Manager

Reference: **Proposal for Threshold Inspections**  
**BP-S00198 Terminal C Multi-Modal Connector Pedestrian Bridge/RAC**  
**South Terminal C (STC), Orlando International Airport**  
Orlando, Orange County, Florida 32827  
**UES Proposal No. 2033977v1**

Dear Mr. Miller:

As requested, we are pleased to submit our proposal to you for professional services on the **BP-S00198 Terminal C Multi-Modal Connector Pedestrian Bridge/RAC (STC) South Terminal** project, which is located at the Orlando International Airport, Orlando, Orange County, Florida. Unless otherwise specified by you, the client, we will bill the contracted amount on a "time and materials" basis, monthly, over the scheduled duration of threshold inspections conducted.

#### THRESHOLD SCOPE OF WORK

- Inspections on Existing Concrete Reinforcement (Corrosion Analysis)
- Auger Cast Displacement Pile (Periodic Threshold Inspection)
- Masonry and Grout Inspections
- Inspections on Epoxy for Post Installed Anchors
- Structural Steel Inspections (Continuous Threshold Inspection)
- Reinforcing Steel and Cast In-Place Concrete Inspection
- EIFS Framing Inspection
- Review of Structural Steel NDT Reports
- Review of Material Testing Reports
- Review of Structural Submittals, Transmittals and RFI's
- Shoring and Re-shoring of Elevated Decks
- Special Inspector Weekly Site Visits per Special Inspection Plan
- Building Envelope for Curtain Wall
- Required Pre-installed Meetings per Project Specifications
- Maintain Exceptions and Corrections Logs (SIL Summary Log)

## PEDESTRIAN BRIDGE/RAC – Time & Materials

FIELD SERVICES	UNIT RATES	DURATION (Weeks)	HOURS (Weekly)	FINAL COST
Senior Threshold Inspector, Level II (8-First and Last Weeks)	\$85.00	16	12	\$16,320.00
Senior Threshold Inspector, Level II	\$85.00	62	25	\$131,750.00
Special Inspector (8-First and Last Weeks)	\$196.00	16	3	\$9,408.00
Special Inspector	\$196.00	62	6	\$72,912.00
Project Coordinator (8-First and Last Weeks)	\$65.00	16	3	\$3,120.00
Project Coordinator	\$65.00	62	6	\$24,180.00
<b>TOTAL:</b>				<b>\$257,690.00</b>

### Notes and Assumptions:

- Budget based on 18 months (78 weeks) construction of structural elements per milestone schedule provided by Weitz dated 07/10/2023.
- Contract Documents and Specifications prepared by Base Consultants dated 07/10/2023.

The Scope of Work is limited to field inspections as Special Inspector for the referenced project. As Special Inspector, we shall observe that the building's main frame structural elements are constructed in substantial accordance with the Permitted Contract Documents. The contract Documents are defined as the Permitted Plans, Recorded Addendum, and the Specifications with all Amendments thereto.

## REPORTING INFORMATION, OBSERVATIONS AND DUTIES

The Special Inspector shall maintain a record of the progress and observations given to the Contractor and observed deviations from the Permitted Contract Documents. The reports shall be in writing and shall be made promptly at the end of the period covered. The reports will be presented on the job site in the form of a job site log and an inspection field report for each day an inspection is made.

The report may consist of any or all of the following:

- Report of each inspection.
- Job site log of area inspected.
- Special records (pile driving logs, mill tests, concrete tests, etc.)
- Record of placing and curing concrete

It is the duty of the Special Inspector to notify the Contractor, the Building Official, the Architect / Engineer of Record and the Owner of the following:

- The use of materials, equipment or workmanship which do not conform to the Contract Documents, or which may cause improper construction which is not consistent with the intent of the Contract Documents.
- Work which is not being done in accordance with the approved Contract Documents.
- The recommended removal or repair of faulty construction or of construction performance without inspection and not capable of being inspected or tested in place.
- The request for interpretations from the Architect/Engineer of Record.



## **REQUIREMENTS OF THE JACOBS GROUP (EPMO)**

1. The Owner shall arrange for all necessary construction records to be furnished to the Special Inspector during the progress of the work in a timely manner. Such records shall consist of but may not be limited to, Contract Drawings and Specifications, changes to the documents approved by the Architect/Engineer of Record, solution for construction deficiencies designed by the Architect/Engineer of Record, Concrete Cylinder Test Reports, Soil Density Tests Records, Mill Records, Shop Drawings, Pile Driving Logs, etc.
2. The Owner shall ensure that the Contractor provides a shoring and reshoring plan to the Special Inspector which is signed and sealed by a registered Engineer in the State of Florida.

## **RESPONSIBILITY**

The Special Inspector does not surrogate the Building Official's or the Architect/Engineer of Record's responsibilities. Further, it is not intended that the Contractor's contractual or statutory obligations are in any way relieved or foregone by the presence of the Special Inspector. The Contractor has the sole responsibility for any deviations from the Permitted Contract Documents. The Special Inspector will not replace the duties of the Building Official nor the quality control personnel for the Contractor.

## **LIMITATIONS OF THE JACOBS GROUP (EPMO)**

Unless otherwise provided in written agreement, this Contract limits the Special Inspector to provide services only with regard to the structural frame of the building including the foundation, primary and secondary framing systems. This Contract does not include inspection of any safety provisions as required by OSHA or other safety standards which apply during the construction period. Nor does it apply to elements such as metal or wood balcony railings, fire protection, roofing, curtain walls, mechanical/electrical systems, architectural components, site work or other elements not contributing to the capacity of the main structural building frame.

Since the Special Inspector does not certify that the Permitted Contract Documents are themselves, in compliance with the Local Building Code, all approvals issued will refer to completed work being in substantial accordance with the Permitted Contract Documents rather than the Local Building Code.

Any and all changes to the original contract documents shall be submitted to the Special Inspector by the Owner. These changes must be approved by the design Engineer of Record.

Should the inspection reveal areas of concern requiring additional investigation or testing, we shall obtain authorization from you before proceeding.

In order for us to conduct our inspection, we would require copies of the Permitted Construction Documents, Shop Drawings and the full involvement and cooperation of the Architect/Engineer of Record.

**Proposal for Threshold Inspections**  
**BP-S00198 Terminal C Multi-Modal Connector Pedestrian Bridge/RAC**  
**South Terminal C (STC), Orlando International Airport**  
Orlando, Orange County, Florida 32827  
UES Proposal 2033977v1  
August 10, 2023

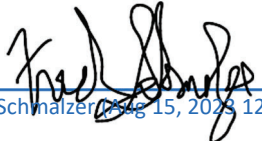
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Page 4 of 4

For your convenience, a Work Authorization/Proposal Acceptance Form is enclosed. Also enclosed is Universal Engineering Sciences' General Conditions. If these items are acceptable, please sign the Work Authorization Form and return it to us for our files.

Respectfully Submitted,  
**UES**  
FBPE Registry No. 549

Return Address:  
3532 Maggie Boulevard  
Orlando, Florida 32811  
Phone: 407-423-0504  
Fax: 407-423-3106

  
Fred J Schmalzer (Aug 15, 2023 12:46 EDT)

Fred J. Schmalzer, P.E.  
Vice President - Construction Services  
**STATE OF FLORIDA**  
Professional Engineer No. 38818  
Special Inspector No. 907

Enclosures:     Work Authorization/Proposal Acceptance Form  
                      General Conditions

FJS/dkn



# UES

## Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY VIA EMAIL OR FAX.**

Universal Engineering Sciences, LLC. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

**Project Name:** BP-S00198 Terminal C Multi-Modal Connector Pedestrian Bridge/RAC, Threshold Insp.

**Project Location:** South Terminal C (STC) Orlando International Airport, Orange County, Florida 32827 **Date:** August 10, 2023

**Client Name:** Jacobs Group **Contact:** Brad Miller

**Contact Business Address:** 200 South Orange Avenue, Suite 900, Orlando, FL 32801

**Contact Phone:** (407) 903-5001 **Fax:** (407) 903-5150 **Email:** Brad.Miller@Jacobs.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

**UES Project No.:** 2033977v1

**Total Proposed Amount:** \$257,690.00

*\*\*See enclosed proposal for rates.\*\**

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

**A. Universal General Conditions.**

In the event of any inconsistency or conflict among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

**III. Authority to proceed and for payment. (To be completed by Client)**

A. For payment of Services, invoice to the account of:


**Firm:** \_\_\_\_\_ **Social Security Number or**  
**Federal Identification No.:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

**Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_  
**Attention:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives  
this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CLIENT:** \_\_\_\_\_ **UES**

**BY (signature):** \_\_\_\_\_ **BY (signature):**  \_\_\_\_\_  
**NAME:** \_\_\_\_\_ **NAME:** Fred J. Schmalzer, P.E., S.I.  
**TITLE:** \_\_\_\_\_ **TITLE:** Vice President – Construction Services  
**DATE:** \_\_\_\_\_ **DATE:** August 10, 2023

**Return Executed Copies to:** [ORLCSDContracts@universalengineering.com](mailto:ORLCSDContracts@universalengineering.com)

**Universal Engineering Sciences, LLC.**

3532 Maggie Boulevard, Orlando, Florida 32811

Phone: 407-423-0504 / Fax: 407-423-3106

Orlando Dispatch: 407-422-8378/TEST

**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES**

- 1.1 Universal Engineering Sciences, LLC, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc's agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP AND USE OF DOCUMENTS**

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

## **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

## **SECTION 8: RISK ALLOCATION**

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

## **SECTION 9: INSURANCE**

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

## **SECTION 10: DISPUTE RESOLUTION**

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

## **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

## **SECTION 12: ASSIGNS**

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

## **SECTION 13. GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

## **SECTION 14. INTEGRATION CLAUSE**

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Rev. 06/10/15

## 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: UES, LLC.

By: Fred J. Schmalzer

Print Name: FRED J. SCHMALZER

Date: 8.29.23

## 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: Universal Engineering Sciences, LLC

By: \_\_\_\_\_

Print Name: Yudenia Maurino

Date: 9/8/2023



## GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport  
One Jeff Fuqua Boulevard  
Orlando, Florida 32827-4392

### MEMORANDUM

TO: Members of the Aviation Authority

FROM: Max E. Marble, Chairman, Construction Committee

DATE: September 27, 2023

### ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve an Amendment to Addendum No. 3 to the Executive Program Management and Oversight (PMO) Services for Terminal C Programs Agreement with Jacobs Project Management Co. for Additional Executive Project Management and Oversight PMO Services for the Terminal C Programs at the Orlando International Airport

### BACKGROUND

On February 15, 2023, the Aviation Authority Board awarded an Executive Program Management and Oversight Services for Terminal C Programs Agreement with Jacobs Project Management Co., following a competitive award process in compliance with state statutes and Aviation Authority policies.

The agreement is structured as a no-cost base agreement with negotiated hourly rates. Services that are within the advertised scope are negotiated on an as-needed or annual basis, and awarded as addenda to the base agreement. The scope of advertised services includes extensive experience and technical expertise in the management and oversight of comparable aviation or intermodal capital programs with the responsibility of managing various Terminal C Programs and related projects. Services will include, but are not limited to, stakeholder management and operations coordination; design management; construction management; contracts management; and other objectives such as project-delivery methodology recommendations with assistance during the procurement phase.

On August 15, 2023, the Aviation Authority Board approved Addendum No. 3 to the Executive Program Management and Oversight (PMO) Services for Terminal C Programs Agreement with Jacobs Project Management Co. for Executive Project Management and Oversight PMO Services to Support the Construction Phase of Bid Package (BP) No. S00195, Terminal C, Phase 1 - Airside Concourse Gates C250 – C253, and BP No. S00198, Terminal C Multi-Modal Connector Pedestrian Bridge and Rental Car Lobby (Design/Build); and Design, Bid and Award Phase of BP No. S00196, Terminal C, Phase 1 - Airfield Civil, Apron and Taxiway Paving at the Orlando International Airport, for the total amount of \$13,233,846.

### ISSUES

A fee has been negotiated Jacobs Project Management Co. for the total amount of \$11,497,202 for Additional Executive Project Management and Oversight PMO Services to Support the Construction Phase of BP No. S00195, Terminal C, Phase 1 - Airside Concourse Gates C250 – C253, and BP No. S00198, Terminal C Multi-Modal Connector Pedestrian Bridge and Rental Car Lobby (Design/Build); and Design, Bid and Award Phase of BP No. S00196, Terminal C, Phase 1 - Airfield Civil, Apron and Taxiway Paving at the Orlando International Airport. Services will provide the balance of staff required to oversee the Terminal C, Phase 1 Program, and include, but are not limited to, program oversight, project management and construction management assistance, project testing and threshold inspection services,



safety oversight, Quality Assurance/Quality Control (QA/QC) oversight, and, program scheduling review and coordination, . Services will be effective October 1, 2023, through program completion.

On September 19, 2023, the Construction Committee recommended approval of an Amendment to Addendum No. 3 to the Executive Program Management and Oversight (PMO) Services for Terminal C Programs Agreement with Jacobs Project Management Co. for Additional Executive Project Management and Oversight PMO Services for the Terminal C Programs at the Orlando International Airport, as outlined in the memorandum.

## **SMALL BUSINESS**

The Aviation Authority has reviewed the proposal submitted by Jacobs Project Management Co. and determined that Jacobs Project Management Co. proposes 52% Disadvantaged Business Enterprise (DBE) participation on this Amendment, and certifies that Jacobs Project Management Co. is in good standing as it relates to its small business participation.

## **ALTERNATIVES**

None.

## **FISCAL IMPACT**

The fiscal impact is \$11,497,202. Funding is from Florida Department of Transportation (FDOT) Grants to the extent eligible, Passenger Facility Charges to the extent eligible, Customer Facility Charges to the extent eligible, and General Airport Revenue Bonds.

## **RECOMMENDED ACTION**

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve an Amendment to Addendum No. 3 to the Executive Program Management and Oversight (PMO) Services for Terminal C Programs Agreement with Jacobs Project Management Co. for Additional Executive Project Management and Oversight PMO Services for the Terminal C Programs at the Orlando International Airport, for a total amount of \$11,497,202, which includes the not-to-exceed fee amount of \$9,752,655 and the not-to-exceed expense amount of \$1,744,547, with funding from FDOT Grants to the extent eligible, Passenger Facility Charges to the extent eligible, Customer Facility Charges to the extent eligible, and General Airport Revenue Bonds; and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.