

**ADDENDUM NO. 10
TO THE AGREEMENT DATED MARCH 31, 2023
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND KIMLEY-HORN AND ASSOCIATES, INC.**

Project: J-Hook Pond Design and Stormwater Analysis for W-S151 Terminal C Design and Project Oversight Services, Orlando International Airport

THIS ADDENDUM is effective this 27th day of February, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority"), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated March 31, 2023, Aviation Authority and Consultant entered into an agreement for Consultant to provide Continuing Civil Engineering Consulting Services; and

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

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

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

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
2. Consultant shall be compensated for such additional services in the **NOT TO EXCEED amount of ONE HUNDRED EIGHTY-NINE THOUSAND FIVE AND NO/100 DOLLARS (\$189,005.00)**, broken down as follows:

Professional Fees:	NTE:	\$189,005.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$189,005.00

3. A. Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

B. (applicable to agreements that may be \$1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

4. Aviation Authority may terminate the Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

5. Except as expressly modified in this Addendum, the Agreement dated March 31, 2023 and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this day of Mar 4, 2024.

GREATER ORLANDO AVIATION AUTHORITY

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Mar 4, 2024

Karen Ryan

By:

box SIGN

1J8RLK51-4KRR86QW

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

Max Marble

By:

box SIGN

4WB8Q9Z1-4KRR86QW

**Max Marble
Sr. Vice President, Capital Programs**

KIMLEY-HORN AND ASSOCIATES, INC.

Jonathan A. Martin

By:

box SIGN

4YRYK7L5-4KRR86QW

Signature (Duly Authorized Rep.)

Jonathan A. Martin

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: Keegan O'Brien, P.E., Assistant Vice President of Environmental

Date: February 27, 2024

Re: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with Kimley-Horn and Associates, Inc. to provide J-Hook Pond Design and Stormwater Analysis, for W-S00151 Terminal C Design and Project Oversight Services at Orlando International Airport

Consultant's proposal dated January 12, 2024 is to provide J-Hook Pond Design and Stormwater Analysis at the Orlando International Airport.

If approved these services would be effective February 27, 2024.

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

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

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

Funding is from Line of Credit to be reimbursed by Future General Airport Revenue Bonds
Funding source verified by Melvin Martinez of Construction Finance on 02 / 22 / 24
as correct and available.

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

Not to Exceed Fees	\$189,005.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$189,005.00
AAC – Compliance Review Date	<i>JM</i> 02/21/2024
AAC – Funding Eligibility Review Date	02/21/2024



January 12, 2024

Mr. Brad Friel, A.A.E., AICP
Senior Vice President of Director of Multi-Modal Planning and Environmental
Greater Orlando Aviation Authority
Planning and Engineering
5855 Cargo Road
Orlando, Florida 32827
bfriel@goaa.org

**Re: J-Hook Pond Design and Stormwater Analysis
at the Orlando International Airport**

Dear Brad:

Attached, please find our proposal to complete the design services for the subject project, in accordance with our Continuing Civil Engineering Consultant Services contract (March 31, 2023) and approved rates.

The proposal submitted herein is for a total value of \$189,005.00; of which \$189,005.00 is Not-to-Exceed labor fee. The surveyor's (L&S Diversified) scope has also been included for reference. The following tables are attached for backup:

- Table C-1, Summary of Fees and Expenses
- Table C-4, Summary of Not-to-Exceed Fees and Expenses
- Table C-5 (Kimley-Horn), Breakdown of Not-to-Exceed Fees for Kimley-Horn and Associates
- Table C-5 (L&S Diversified), Breakdown of Not-to-Exceed Fees for L&S Diversified
- Table C-6 (Kimley-Horn), Summary of Reimbursable Expenses for Kimley-Horn and Associates
- Table C-7, LDB/MWBE Participation Schedule
- Table C-9, Summary of Contracted Hourly Rates

Please note that for this scope of work, we anticipate 21.8% MWBE participation.

We sincerely appreciate the opportunity to provide these services to you and the Greater Orlando Aviation Authority. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jonathan A. Martin".

Jonathan A. Martin
Principal

CC:
K:\ORL_Aviation\marketing\GOAA\2023-11-21 - J-Hook Pond Design\Coverletter-Friel-J-Hook Pond Design and Stormwater Analysis.docx

**ATTACHMENT A: SCOPE OF SERVICES
ORLANDO INTERNATIONAL AIRPORT
J-HOOK POND DESIGN AND STORMWATER ANALYSIS
GREATER ORLANDO AVIATION AUTHORITY**

OVERVIEW

The Greater Orlando Aviation Authority (GOAA) is planning for future land use activities. GOAA is currently planning for taxiway and Terminal C expansion and associated infrastructure. This project consists of the drainage design and grading of the area south of Terminal C and north of the Brightline railway, which is currently planned as the main drainage path to convey stormwater runoff from Phase 1 and Phase II of the Terminal C development program.

The services provided by Kimley-Horn and Associates will consist of the design of stormwater management systems to serve the future development, preparation of construction documents, and the development of a Rough Order of Magnitude (ROM) to construct the proposed improvements.

SCOPE:

This project includes the design of a new stormwater management and conveyance pond known as the “J-Hook” pond to accommodate for the future development of Phase 2 of Terminal C as well as improve stormwater conveyance south, under the Brightline railway, to the C2 control structure, stormwater analysis and modeling of the new pond, and development of a Rough Order of Magnitude (ROM) to construct the proposed improvements. Orange County LiDAR and topographic survey will be used for determining the topography of the site.

As with any project such as this, it is necessary to ensure all stormwater runoff drains appropriately to a stormwater management system that has capacity to provide water quality and attenuation prior to discharging to a permitted outfall location to avoid any adverse impacts. The planned project area will construct a new stormwater management system where there is currently only a small ditch. The intent is to design a stormwater management facility that can be utilized for the future development and will ultimately need to be constructed in order to serve the site. Specifically, this project includes:

1. Development of Construction Documents.
2. Design of stormwater management facilities to accommodate for future Terminal C expansion.
3. Development of an Opinion of Probable Construction Costs (OPC) to construct the stormwater management facility and convey the stormwater downstream, under the Brightline rail corridor.
4. Assist GOAA with the bid and award of the project.

The project is expected to require professional civil design services. The basic scope of services for this project includes the following Tasks:

Task 1 – Data Collection and Preliminary Design

Task 2 – Construction Documents Preparation

Task 3 – Bid and Award Services

TASK ONE – Data Collection and Preliminary Design

The purpose of this Task is to collect the data needed to prepare the Construction Documents for the proposed project. The data collection and preliminary design effort will involve:

- (1) Attend one (1) design kick-off and scope verification meeting with relevant stakeholders. Provide meeting minutes of that meeting.
- (2) Review relevant existing record drawings, plans, existing airport base mapping and airport layout plan (ALP).
- (3) Define and list design criteria applicable to the project.
- (4) Complete field review of the site.
- (5) A topographic survey will be performed by L&S Diversified, LLC.
- (6) Develop preliminary development planning documents and discuss the development plan with GOAA for review and comments.
- (7) Attend one (1) review meeting with GOAA.
- (8) Provide administration for the services including progress reports, record keeping, coordination, and invoicing.

The data collection and preliminary design effort will begin with a “site review” to evaluate and document existing site conditions of the area included within the project limits. A set of preliminary planning documents will be prepared from the information developed during the “site review”. The preliminary design is intended to convey our understanding and findings of the existing topography, utilities, and drainage within the project limits to GOAA and will include only minimal design level notations. Kimley-Horn will meet with GOAA to discuss the preliminary design documents and incorporate input from this meeting into the schematic design documents.

Deliverables:

- (1) 1 copy of the Preliminary Planning Design Documents
- (2) 1 copy of the topographic survey prepared by L&S Diversified, LLC in AutoCAD format.

TASK TWO – Construction Documents Preparation

The purpose of this Task is to prepare Construction Documents (CDs) that can be used by GOAA to solicit bids from qualified Contractors for the purpose of conducting the work proposed under this Program. Specifically, under this Task, CDs will be prepared for the construction of the stormwater management facility (J-Hook Pond). For the purposes of this project, Construction

Documents include Plans and Technical Specifications. Under this Task, 95% complete CDs will be prepared for review and approval by GOAA. All review comments generated by GOAA during review of the Preliminary Design Plans will be incorporate in the 95% CD's. The 100% CDs will incorporate comments generated from the 95% CD submittal and will then be submitted to GOAA for final approval. Both the 95% and 100% CD submittals will include an Opinion of Probable Construction Costs for the proposed project.

Deliverables:

- (1) 1 copy of the 95% Construction Documents (electronic copy)
- (2) 1 copy of the 100% Construction Documents (electronic copy)

TASK THREE – Bidding and Award Services

After acceptance by GOAA of the Bidding Documents (100% Plans and Technical Specifications) the design phase will be complete. The Engineer will then assist GOAA in the bid and award of the project. The Engineer will assist the Owner in advertising for and obtaining bids for the proposed project; maintain a record of prospective bidders to whom Bid Documents have been issued; attend the Pre-Bid Conference; and reproduce and distribute Bid Documents and Addenda to the Owner, plan rooms and prospective Bidders. Specifically, this Task involves:

- (1) Assist GOAA in preparing for bid of the project.
- (2) Attend a pre-bid meeting for prospective bidders and prepare meeting minutes.
- (3) Provide responses to questions raised by potential bidders during advertisement and review time.
- (4) Prepare addenda during the advertisement.
- (5) Review bids submitted and assist GOAA in evaluating bids.
- (6) Prepare bid tabulation.
- (7) Prepare a recommendation for award of bid.

The Bidding and Award Services will be considered complete upon commencement of Construction or upon cessation of negotiations with prospective Contractors.

Deliverables:

- (1) 1 electronic copy of the 100% Bid Documents (Plans and Specifications)

SCHEDULE

The tentative schedule is presented in the following table. The durations are tentative and subject to final meeting dates.

NTP	Contract Execution & Design NTP
14 Days from NTP	Preliminary Design Meeting and Begin Stormwater Modeling
12 Weeks from NTP	Complete Survey
75 Days from Receipt of Final Survey	95% Construction Documents Submittal
30 Days from 95% Submittal Comments	100% Construction Documents Submittal
10 Days from GOAA Approval of 100% Documents	Bid Documents Submittal
10 Days from Bid Opening	Submit Recommendation of Award for Bid

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-1

Phase of Project:	Data Collection and Preliminary Design	Construction Documents Preparation	Bidding and Award Services	SUBTOTAL	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.0 Not to Exceed Reimbursable Fee:	\$64,328.00	\$110,547.00	\$14,130.00	\$189,005.00	\$189,005.00
3.0 Not to Exceed Reimbursable Expenses:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 TOTAL CONTRACT VALUE:	\$64,328.00	\$110,547.00	\$14,130.00	\$189,005.00	\$189,005.00

Total Lump Sum Labor Hours:	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	739	851	105	1695	1,695
TOTAL LABOR HOURS:	739	851	105	1695	1,695
Average Hourly Rate:	\$87.05	\$129.90	\$134.57	\$111.51	\$111.51

J-Hook Pond Design and Stormwater Analysis
Orlando International Airport

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-4

Phase of Project:	Data Collection and Preliminary Design		Construction Documents Preparation		Bidding and Award Services			Total
	Labor Hours	Total Fee	Labor Hours	Total Fee	labor hours	Total Fee	Labor Hours	Cost
Kimley-Horn & Associates								
Not to Exceed Reimbursable Fee	171	\$23,104	851	\$110,547	105	\$14,130	1,127	\$147,781
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00				\$0.00
Sub-Total Designer	171	\$23,104.00	851	\$110,547.00	105	\$14,130	1,127	\$147,781.00
L&S Diversified, LLC.								
Not to Exceed Reimbursable Fee	568	\$41,224.00	0	\$0	0	\$0	568	\$41,224.00
Not to Exceed Reimbursable Expenses		\$0.00		\$0				\$0.00
Sub-Total L&S Diversified, LLC.	568	\$41,224.00	0	\$0	0	\$0	568	\$41,224.00
Total Not to Exceed Amount:	739	\$64,328.00	851	\$110,547.00	105	\$14,130	1,695	\$189,005.00

J-Hook Pond Design and Stormwater Analysis
Orlando International Airport

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
Table C-5 (Kimley-Horn)

Position:	QC Reviewer		Sr. Project Manager		Engineer		Engineer Intern		Senior CADD Designer		Senior Administrative Asst.		TOTAL		
Rate (\$/Hour):	\$268		\$248		\$133		\$111		\$131		\$78		Labor Hours	Cost	Avg. Hourly Rate
	Labor Hours	Cost	Labor Hours	Cost	Labor hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost			
Data Collection and Preliminary Design															
Attend Design Kick-Off Meeting with Owner and Prepare Minutes		\$0	4	\$992	4	\$532		\$0		\$0	4	\$312	12	\$1,836	\$153
Observe Existing Conditioms within Site Limits		\$0	8	\$1,984	8	\$1,064		\$0		\$0		\$0	16	\$3,048	\$191
Obtain and Review Record Drawings and Historical Documentation		\$0	4	\$992	5	\$665	10	\$1,110		\$0	12	\$936	31	\$3,703	\$119
Review LiDAR and Survey Data		\$0	1	\$248	4	\$532	8	\$888	5	\$655		\$0	18	\$2,323	\$129
Establish Design Criteria		\$0	1	\$248	4	\$532	4	\$444		\$0		\$0	9	\$1,224	\$136
Prepare Preliminary Planning Documents		\$0	5	\$1,240	8	\$1,064	25	\$2,775	25	\$3,275	10	\$780	73	\$9,134	\$125
Prepare Summary of Observations and Attend Review Meeting		\$0	4	\$992	4	\$532		\$0		\$0	4	\$312	12	\$1,836	\$153
Sub-Total Data Collection and Preliminary Design	0	\$0	27	\$6,696	37	\$4,921	47	\$5,217	30	\$3,930	30	\$2,340	171	\$23,104	\$135
Construction Documents Preparation															
Prepare 95% Construction Plans	2	\$536	20	\$4,960	100	\$13,300	140	\$15,540	140	\$18,340		\$0	402	\$52,676	\$131
Prepare 95% Specifications	1	\$268	10	\$2,480	20	\$2,660	40	\$4,440		\$0	50	\$3,900	121	\$13,748	\$114
Compile and Submit 95% Construction Documents		\$0		\$0		\$0	2	\$222		\$0	2	\$156	4	\$378	\$95
Prepare 95% Opinion of Cost	1	\$268	5	\$1,240	3	\$399	12	\$1,332	8	\$1,048		\$0	29	\$4,287	\$148
Attend 95% Construction Documents Review Meeting		\$0	3	\$744	3	\$399		\$0		\$0		\$0	6	\$1,143	\$191
Prepare 100% Construction Plans	1	\$268	15	\$3,720	40	\$5,320	60	\$6,660	60	\$7,860		\$0	176	\$23,828	\$135
Prepare 100% Specifications	1	\$268	3	\$744	6	\$798	12	\$1,332		\$0	25	\$1,950	47	\$5,092	\$108
Compile and Submit 100% Construction Documents		\$0		\$0		\$0	2	\$222		\$0	5	\$390	7	\$612	\$87
Prepare 100% Opinion of Cost		\$0	3	\$744	1	\$133	5	\$555	2	\$262		\$0	11	\$1,694	\$154
Attend 100% Construction Documents Review Meeting		\$0	10	\$2,480	3	\$399		\$0		\$0		\$0	13	\$2,879	\$221
Update 100% Plans Per Comments From Review Meeting		\$0	3	\$744	2	\$266	10	\$1,110	10	\$1,310	10	\$780	35	\$4,210	\$120
Sub-Total Construction Documents Preparation	6	\$1,608	72	\$17,856	178	\$23,674	283	\$31,413	220	\$28,820	92	\$7,176	851	\$110,547	\$130
Bidding and Award Services															
Prepare, Reproduce, and Distribute Bid Documents	1	\$268	1	\$248	2	\$266	5	\$555	10	\$1,310	4	\$312	23	\$2,959	\$129
Prepare, Reproduce, and Distribute Addenda		\$0	2	\$496	8	\$1,064	15	\$1,665	15	\$1,965	10	\$780	50	\$5,970	\$119
Attend Pre-Bid Meeting and Prepare Meeting Minutes		\$0	5	\$1,240		\$0		\$0		\$0	4	\$312	9	\$1,552	\$172
Attend Bid Opening and Prepare Minutes		\$0	5	\$1,240	4	\$532		\$0		\$0	4	\$312	13	\$2,084	\$160
Prepare Bid Tabulation and Recommendation of Award		\$0	3	\$744	2	\$266	5	\$555		\$0		\$0	10	\$1,565	\$157
Sub-Total Bidding and Award Services	1	\$268	16	\$3,968	16	\$2,128	25	\$2,775	25	\$3,275	22	\$1,716	105	\$14,130	\$135
TOTAL NOT TO EXCEED REIMBURSABLE FEE:	7	\$1,876	115	\$28,520	231	\$30,723	355	\$39,405	275	\$36,025	144	\$11,232	1127	\$147,781	\$131

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-5 (L&S Diversified)

Position:	Sr. Project Manager		Sr. Survey Crew Chief		Sr. CADD Technician		Instrument Person		TOTAL		
Rate (\$/Hour):	\$173		\$97		\$78		\$43		Labor Hours	Cost	Avg. Hourly Rate
L&S Diversified, LLC.	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost			
Data Collection and Preliminary Design											
Topographic Survey	8	\$1,384	240	\$23,280	80	\$6,240	240	\$10,320	568	\$41,224	\$73
Sub-Total Data Collection and Preliminary Design	8	\$1,384	240	\$23,280	80	\$6,240	240	\$10,320	568	\$41,224	\$73
TOTAL NOT TO EXCEED REIMBURSABLE FEE:	8	\$1,384	240	\$23,280	80	\$6,240	240	\$10,320	568	\$41,224	\$73

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-6 (Kimley-Horn)

Table C-6: KHA Reimbursable REIMBURSABLE EXPENSES

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

<i>Documents / Plan Sets Expenses</i>	<i>Entity</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Subtotal</i>
Data Collection and Preliminary Design					\$0.00
Construction Document Preparation					\$0.00
<i>Bidding and Award Services</i>					
		Total			\$0.00

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-7

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
TOTAL PROPOSED PARTICIPATION		\$0.00	0.0%

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
L&S Diversified, LLC.	Topographic Survey	\$41,224.00	21.8%
TOTAL PROPOSED PARTICIPATION		\$41,224.00	21.8%

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
		\$0.00	0.0%
TOTAL PROPOSED PARTICIPATION		\$0.00	0.0%

J-Hook Pond Design and Stormwater Analysis
Orlando International Airport

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

Table C-9

All amounts invoiced by the Consultant as Reimbursable Fees shall be calculated on the basis of the actual number of hours of services rendered under this Agreement by each of the positions defined and by the new positions as identified below, multiplied by the corresponding Contract Hourly Rate, up to the Not to Exceed limit defined by the Agreement. Include information on positions held by both the design consultant and each subconsultant.

<u>FIRM</u>	<u>POSITION</u>	<u>CONTRACT HOURLY RATE</u>
Kimley-Horn and Associates, Inc	QC Reviewer	\$268.00
Kimley-Horn and Associates, Inc	Sr. Project Manager	\$248.00
Kimley-Horn and Associates, Inc	Sr. Engineer	\$188.00
Kimley-Horn and Associates, Inc	Engineer	\$133.00
Kimley-Horn and Associates, Inc	Engineering Intern	\$111.00
Kimley-Horn and Associates, Inc	Senior CADD Designer	\$131.00
Kimley-Horn and Associates, Inc	Senior Scientist	\$206.00
Kimley-Horn and Associates, Inc	Senior Administrative Asst.	\$78.00
L&S Diversified, LLC.	Sr. Project Manager	\$173.00
L&S Diversified, LLC.	Sr. Survey Crew Chief	\$97.00
L&S Diversified, LLC.	Sr. CADD Technician	\$78.00
L&S Diversified, LLC.	Instrument Person	\$43.00



**FASTER
BETTER
STRONGER**

L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

January 11, 2024

Brian Ashby, P.E.
Kimley-Horn
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

Subject: GOAA J-Hook Pond

Dear Brian,

We appreciate your consideration of L&S Diversified, LLC to provide professional surveying services for the above referenced project. Below we have outlined a proposed schedule of services and the associated fees for this project.

SCOPE OF SERVICES

Approximate limits of survey shown below. Topographic survey including canal and canal bottom from east edge of asphalt Canal Road east approx 350 feet and north edge of railroad right of way to approx. 300 feet north and 3 cross sections of the canal.



Topographic Survey

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic specific purpose survey.

Topographic Survey: RTK/GPS or conventional data acquisition at 100' intervals and setting at least 4 site bench marks to facilitate engineering for the project site.

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com



FASTER
BETTER
STRONGER

The topographic survey will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.

The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

L&S Diversified will follow the guidelines for collecting field data as outlined in the US Army Corps of Engineers manual EM 1 110-2-1003 – Engineering and Design, Hydrographic Surveying. Data acquisition will conform to the horizontal and vertical precision standards as outlined in the Federal Geographic Data Committee, Geospatial Positioning Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002).

Deliverables

Survey in pdf and dwg format, signed and sealed hardcopies as required by Client are to be billed at cost.

The attached table summarizes the costs associated with this proposal. Please review this information and let us know if you have any questions.

Schedule

L & S Diversified will begin the Survey on the subject property within 10 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Description	Duration
Field Data Collection	6.5 Weeks
Office Drafting	2 Weeks
QA/QC	.5 Week
Estimated Delivery of Survey from Notice to Proceed	9 Weeks

Additional Services

If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract:

L & S Diversified, LLC
Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com



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BETTER
STRONGER**

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating '0' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements; Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Reimbursables such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph, and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

All public entity or jurisdictional agency fees are to be paid directly by the client prior to obtaining approvals or permits. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. L & S Diversified has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements related to this site/project.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
L & S Diversified, LLC

Sherry L. Manor
President

L & S Diversified, LLC

Principal
Sherry Lee Manor, PSM

489 SR 436, Suite 117
Casselberry, FL 32707
o 407.681.3836

www.LSsurveyor.com

L&S Diversified	Service Items 101-117									
	Sr. Survey Crew Chief		Survey Crew Chief		Sr. Instrument Man		Instrument Man			
	\$97.00		\$72.00		\$62.00		\$43.00			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Service Item										
104 Topographic Survey	240.00	\$23,280.00		\$0.00		\$0.00	240.00	\$10,320.00	480.00	\$33,600.00
	240.00	\$23,280.00	0.00	\$0.00	0.00	\$0.00	240.00	\$10,320.00	480.00	\$33,600.00
Service Items 201-220										
	Principal		Sr. Project Manager		Sr. CADD Technican		CADD Technician			
	\$231.00		\$173.00		\$78.00		\$63.00			
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Service Item										
206 Topographic Survey		\$0.00	8.00	\$1,384.00	80.00	\$6,240.00		\$0.00	88.00	\$7,624.00
	0.00	\$0.00	8.00	\$1,384.00	80.00	\$6,240.00	0.00	\$0.00	88.00	\$7,624.00
										\$0.00
Total Fee										\$41,224.00

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: Kimley-Horn and Associates, Inc.

By:  _____

Print Name: Jonathan A. Martin

Date: January 12, 2024



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: February 27, 2024

RE: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with Kimley-Horn and Associates, Inc. to J-Hook Pond Design and Stormwater Analysis for W-S00151 Terminal C Design and Project Oversight Services at Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and have determined that Kimley-Horn and Associates, Inc. proposes 21.8% MWBE participation on this addendum.

Our analysis indicates that Kimley-Horn and Associates, Inc. is eligible for award of the subject addendum.

MWBE UTILIZATION FORM FOR NON-FEDERALLY FUNDED PROJECTS**PLEASE COMPLETE THIS FORM**

This form should be used to report Construction and Engineering /Professional Services activities.

Name of Airport: Orlando International Airport

Telephone No: (407) 825-7179

Address: One Jeff Fuqua Boulevard, Orlando, FL 32827

Project Name & Number: Request for Approval of an Addendum to the Continuing Civil Engineering Services Agreement with Kimley-Horn and Associates, Inc. to J-Hook Pond Design and Stormwater Analysis for W-S00151 Terminal C Design and Project Oversight Services at Orlando International Airport

1. Construction Information:

Addendum Amount: _____

2. MWBE Goal by Group Representation:

Asian Pacific American	_____	Actual Result	_____
Asian Subcontinent American	_____	Actual Result	_____
Black American	_____	Actual Result	_____
Caucasian Female American	_____	Actual Result	_____
Hispanic American	_____	Actual Result	_____
Native American	_____	Actual Result	_____
Other	_____	Actual Result	_____
Total MWBE Participation	-	Actual Result	_____

3.a. Prime Contractor Information:

Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____

3.b. Name and Address of MWBE Subcontractor

Name: _____
Address: _____
City, State, Zip: _____
Telephone: _____

3.c. *Identity:

Work Item(s): _____
Amount of Subcontract _____
Percent of Prime Contract (%): _____

4. Engineering/Professional Services Information:

Addendum Amount: \$189,005.00

5. MWBE Goal by Group Representation:

Asian Pacific American	<u>41,224.00</u>	Actual Result	<u>21.8%</u>
Asian Subcontinent American	<u>-</u>	Actual Result	<u>0.0%</u>
Black American	<u>-</u>	Actual Result	<u>0.0%</u>
Caucasian Female American	<u>-</u>	Actual Result	<u>0.0%</u>
Hispanic American	<u>-</u>	Actual Result	<u>0.0%</u>
Native American	<u>-</u>	Actual Result	<u>0.0%</u>
Other	_____	Actual Result	<u>0.0%</u>
Total MWBE Participation	<u>41,224.00</u>	Actual Result	<u>21.8%</u>

6.b. Engineering / Professional Service Firm Information:

Name: Kimley-Horn and Associates, Inc.
Address: 189 South Orange Avenue, Suite 1000
City, State, Zip: Orlando, FL 32801
Telephone: (407) 898-1511

6.b. Name and Address of MWBE Subconsultant

Name: L & S Diversified, LLC
Address: 489 FL-436 Suite 117
City, State, Zip: Casselberry, FL 32730
Telephone: 407-681-3836

6.c. *Identity:

Asian Pacific American
Work Item(s): Topographic Survey
Amount of Subcontract \$41,224.00
Percent of Prime Contract (%): 21.8%

* In Items 3.c. and 6.c. above specify the identity of MWBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)