

**ADDENDUM NO. 11
TO THE AGREEMENT DATED JANUARY 15, 2019
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND MLM-MARTIN ARCHITECTS, INC.**

Project: Architectural, Engineering, and Cost Estimating Services for V-1020, Airside 4 Additional TSA Screening Lanes, Orlando International Airport

THIS ADDENDUM is effective this 27th day of March, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (“Aviation Authority”), and **MLM-MARTIN ARCHITECTS, INC.** (“Consultant”).

WITNESSETH:

WHEREAS, by Agreement dated January 15, 2019, Aviation Authority and Consultant entered into an agreement for Consultant to provide continuing architectural consulting services; and

WHEREAS, under the Agreement, Consultant agreed to perform such additional services for the 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 THREE HUNDRED THREE THOUSAND TWO HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$303,275.00)**, broken down as follows:

Professional Fees:	NTE:	\$303,275.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$303,275.00

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

AND

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

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

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

5. Except as expressly modified in this Addendum, the Agreement dated January 15, 2019 and all prior addenda will remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum this day of Mar 29, 2024.


GREATER ORLANDO AVIATION AUTHORITY



By:  1V3Q39J4-15J523QZ
Kevin J. Thibault, P.E.
Chief Executive Officer

**Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Mar 28, 2024**



By:  1J8RLK51-15J523QZ
**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

MLM-MARTIN ARCHITECTS, INC.



By: _____
Signature (Duly Authorized Rep.)
Miguel A Martin

Printed Name
Vice President, COO

Title



INFORMATION ITEM
Original CCM
3/05/2024
Item No. IV-D
Revised Memo

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 of Construction
(As prepared by Nils Johnson, CCS)

Date: March 5, 2024

Re: Request for Recommendation of Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. to provide Architectural, Engineering, and Cost Estimating Services for V-01020, Airside 4 Additional TSA Screening Lanes at Orlando International Airport

Consultant's proposal, dated February 20, 2024, is to provide Architectural, Engineering, and Cost Estimate Services to design an expansion of the existing one lane checkpoint to a 4 lane TSA Recheck Check point at Airside 4 Transfer Level.

If approved, these services would be effective on the date of GOAA Board Approval.

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

- Experience
- Available Personnel
- Current Workload
- Expertise
- Equitable Distribution
- Other: _____

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

Funding is from General Airport Revenue Bonds (GARBS). Funding source verified by Malwin Martinez of Construction Finance on 03 / 07 / 24 as correct and available.

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for the services contained herein and amount as shown below:

Not to Exceed Fees	\$303,275.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$303,275.00
AAC – Compliance Review Date	JM 3/4/2024
AAC – Funding Eligibility Review Date	3/4/2024



February 27, 2024 Revised

Laini Schultz, PM
Greater Orlando Aviation Authority
6100-9 Canal Road
Orlando, FL 32827

Re: V-01020, Airside 4, TSA Public Security Check Point, Recheck, Transfer Level, Orlando International Airport

General Scope Description:

Provide Architectural, Engineering and Cost Estimate Services to design an expansion of the existing one lane checkpoint to a 4 lane TSA Recheck Check point at Airside 4 Transfer level. See attached reference plan. The checkpoint footprint will expand into, and capture space currently occupied by the spa which opens to the HUB. The expanded checkpoint will connect and empty directly into the Hub.

Specific Scope:

The A/E will provide field verification of condition from the GOAA provided Record Drawings, Field verify existing lane equipment and proposed two lanes of equipment to be relocated from AS-1. Coordinate with GOAA Ops and Security and TSA. **Please note the COORDINATION TASK HAS BEEN IDENTIFIED AS A LINE ITEM FOR EACH PHASE OF WORK.** Develop a preliminary design for approval based on operational requirements. Coordinate with TSA to obtain approval of lane layout, implement the SOW. The preliminary design will be submitted to the GOAA Design Review Committee for approval. 60%, 95% and Final Design and construction documents (drawings and specifications).

Please see attached scope of services letters from Base Engineering, Matern Professional Engineers, SGM Engineering, Inc., and Blue Cord by reference are made part of this scope of services.

Anticipated Not to Exceed Phases of Services: using **C-5 Table for Not to Exceed services:**

1. Obtain record drawings for field verification, obtain drawings from TSA on proposed additional lane equipment.
2. 30 % prepare preliminary design based on field verification, proposed demolition drawings, based on meetings OAR, GOAA Ops & Security and

- TSA. Submit design for DRC approval, obtain approvals from TSA on layout.
3. 30% Prepare Rough Order of Magnitude estimate.
 4. 30% Technical review meeting with A/E, GOAA and TSA.
 4. 60% Design Submittal, will include architectural, electrical/comm./data, floor structural upgrades if required, HVAC, Fire sprinkler drawings and specifications.
 5. 60% Estimate
 6. 60% Sit down TRT review with GOAA, OAR and TSA.
 7. 95% Design Submittal all disciplines, drawings and specifications.
 7. 95% Sit down TRT review with GOAA, OAR and TSA.
 8. 95% Estimate update.
 9. Final Drawings and specifications

Deliverables Formats:

DWG, DOC, PDF electronic format for deliverables.

Fee:

Not to Exceed Fee:

Architecture (Prime) MLM-Martin Architects, Inc.	(MBE)	\$168,892.00
Structural: Base Consultants	(WMBE)	\$13,280.00
Electrical: Matern Professional Engineers		\$39,358.00
Low Voltage: Matern Professional Engineers		\$31,995.00
HVAC & Fire Sprinklers: SGM	(MBE)	\$23,696.00
Estimating: Blue Chord	(VBE)	\$26,054.00

Not to Exceed Reimbursable:

Reimbursable-	\$0.00*
Total Not to Exceed Fee:	\$303,275.00

The total Not to Exceed fee amount is \$303,275.00 (Three Hundred Three Thousand Two Hundred Seventy-Five Dollars and Zero Cents).

Participation:

Structural: Base	(WMBE)	\$13,280.00
HVAC, Fire Sprinkler: SGM	(MBE)	\$23,696.00
Estimating: Blue Chord	(VBE)	\$26,054.00

Schedule:

Design Schedule:	174 days
Bid And Board Approvals:	102 days
Field Verification & Preliminary	14 days
30% Design Documents	21 days
GOAA Review	14 days
60% Design Documents	45 days

GOAA Review	14 days
TSA Approval & SOW	TBD
95% Construction Documents	45 days
GOAA Review	7 days
Final Construction Documents	10 days

Budget:

Anticipated budget for project: TBD

Excluded Services:

1. Permit, Bid, Construction Administration and Close Out Services.
2. Asbestos assessment and or asbestos mitigation/design services.
3. Lead and or PCB assessment and or mitigation/design services.
4. Major Structural Design or modifications to the existing structure requiring the removal of superstructure or load supporting columns and beams, precast concrete wall systems, wind structural frame systems and structural X bracing.
5. Design Services for relocation of existing elevator, stair and escalator.
6. Design of exterior curtain wall system.
7. Plumbing design. It has been assumed that there are no plumbing services required.
8. LEED Certification and Consulting Services and Green Globes Certification
9. Commissioning services for mechanical, electrical, plumbing and fire protection.
10. Operational Training.
11. Building surveys, including laser scanning.

I have attached the C tables which provide in detail activities anticipated to perform the services.

We look forward to working on this project with the Authority.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miguel L. Martin', with a long horizontal flourish extending to the right.

Miguel L. Martin, A.I.A.

February 19, 2024

Miguel Martin
MLM Martin

REF: V-01020, AS4, TSA Security Checkpoint Recheck Expansion

Dear Miguel:

We are pleased to submit this proposal for structural engineering services for the above referenced project. This proposal is based on the information provided to us by you, and our understanding of the project.

Scope of Work

GOAA desires to expand the existing Airside 4 transfer level TSA recheck space into the adjacent existing spa. The structural scope of work consists of checking the existing framing capacity to support TSA equipment, design any required retrofit, and prepare structural drawings and specifications.

Scope of Services

BASE Consultants will provide structural services for the project as follows:

- Review existing drawings and field-verify existing conditions.
- Prepare schematic, 60%, and 95% documents for the project.

Compensation

We propose to provide the aforementioned engineering services for the following Not-to-Exceed (NTE) fees:

Preliminary Design	\$1,502.00
Schematic (30%) Design	\$2,802.00
Design Development (60%)	\$3,268.00
Construction Documents (95%)	\$5,708.00

Payment of invoices is expected within 30 business days from MLM's receipt of payment from the Owner. We very much appreciate the opportunity to provide these services to you and look forward to working with you on this project.

Sincerely,
BASE Consultants, Inc.



Saila Alath, P.E., LEED AP
President

February 22, 2024

Miguel Martin, A.I.A.



MLM-MARTIN
ARCHITECTS, INC.

MLM-Martin Architects, Inc.

FL-AA-C002208 | AL-#CA 1329 | GA | NC-#54077 | OH-#21314457 | SC-#101966 | TN-
#5600 | TX-#BR4299 |

668 N. Orlando Avenue, Suite 107

Maitland, FL 32751

407-897-6764 v

407-894-1338 f

407-929-5189 m

mmartin@mlm-martin.com

<http://www.mlm-martin.com>

RE: GOAA V-01020 AS4 TSA Security Check Point Recheck – Mechanical and Fire
Protection Engineering

Introduction

We are pleased to submit this fee proposal for the preparation of mechanical and fire protection engineering documents pertaining to the GOAA V-TBD AS4 TSA Security Check Point Recheck project. Our proposal is based on the scope provided and our comprehensive understanding of the project's requirements.

Project Summary:

The project involves expanding and modifying the existing AS-4 Transfer level TSA recheck at GOAA Airside 4. The expansion, outlined in the provided KBJ floor plan, aims to enhance security scanning and explosion detection capabilities. The current checkpoint, equipped with a single scanner, will be upgraded to accommodate four lanes by relocating two scanners from AS-1 and acquiring an additional scanner from TSA. This upgrade will also involve the demolition of an existing concessions space to accommodate the additional scanners. The project's success hinges on approval from the TSA, after vetting the concept with TSA and GOAA operations during the schematic design phase. The project will be presented for competitive bidding among vertical contractors.

Comprehensive Site Evaluation

The initial phase involves a comprehensive site evaluation to determine the layout and capacity of the existing infrastructure. This evaluation will impact each discipline as follows:

- **Mechanical:** Assessment of the existing HVAC systems to determine their capacity to handle the additional load from the expanded areas and additional equipment. This includes evaluating air handling units, ductwork, and ventilation systems.
- **Fire Protection:** Evaluation of the existing sprinkler systems to ensure they can be modified to cover the expanded areas and meet all safety standards.

Detailed Scope of Work:

1. **Mechanical Engineering Services:**
 - Assess and redesign the HVAC systems to accommodate the new layout and increased equipment heat loads.
 - Ensure adequate ventilation and air quality in the expanded space.
 - Coordinate with the building's existing mechanical systems to maintain operational efficiency and compliance with regulations.
2. **Fire Protection Engineering Services:**
 - Review and upgrade the fire suppression systems to cover the expanded area.
 - Ensure the fire suppression design complies with the Florida Building Code, NFPA Standards, City of Orlando, Code of Ordinances, and FM Global Standards.
 - Coordinate with all consultants and stakeholders for any specific fire protection requirements due to the nature of the space.

Exclusions

The following are exclusions and will not be covered unless specifically requested:

- Design alternates are not included in the scope of work. Alternates can be provided as additional services.
- Multiple phases of construction documents are not included in the scope of work.
- **Commissioning Services:** This proposal does not include the commissioning of mechanical, electrical, plumbing, and fire protection systems. Commissioning services, if required, will be provided under a separate agreement.
- **LEED Certification Consulting:** The scope of our services does not cover Leadership in Energy and Environmental Design (LEED) certification consulting. This includes documentation, application submission, or management of the LEED certification process.
- **Permitting Fees:** Fees associated with obtaining permits, government fees, and charges are not included. The client will be responsible for these costs unless otherwise arranged.
- **Value Engineering (VE) Options:** Any value engineering services are excluded from this proposal. Should the client require VE services, they can be provided

separately and will be subject to additional fees.

- Owner and Operator (O&P) Training: Training for the owner, operator, or maintenance staff on system operations and maintenance is not included in this proposal.
- Cost Estimating: Detailed cost estimating for the construction or installation of systems is beyond the scope of this engineering proposal. Our services focus on design and engineering aspects only.
- Electrical Engineering: Electrical engineering services are not covered under this proposal. This exclusion encompasses design, analysis, and consultation related to electrical systems, wiring, lighting, power supply, and related components.
- Fire Alarm Engineering: The design, specification, and implementation of fire alarm systems fall outside the scope of our services. We will not be involved in the engineering or integration of fire detection and alarm systems.
- Plumbing Engineering: Plumbing engineering services are excluded. This means no involvement in the design, analysis, or consultation related to plumbing systems, including pipes, fixtures, and other related water and sewage systems components.
- IT and Security Systems Engineering: This includes exclusion covers but is not limited to the design of management of IT systems, development of security systems, implementation of security measures, compliance with IT security standards, and incident response planning.
- Construction Administration Services and Closeout Documentation.

Fee Structure

Our fee is structured as follows:

- (NTE) Preliminary Design, 30% Schematic Design, 60% Design Development, 95% Construction Documents: \$23,696
- Average Hourly Rate: \$94/hr

Total Fee: \$23,696

Additional Services

Any additions to the above scope of work will be performed on an hourly basis in accordance with the above hourly rate or other agreed lump sum amount. Reimbursable expenses are included in the above price.

We are committed to delivering engineering documents that provide clear, comprehensive, and actionable guidelines for the project's execution. We look forward to the opportunity to work with you on this project. Please do not hesitate to reach out with any questions or for further clarifications.

Sincerely,

Jerry Schneider
Division Director
SGM Engineering Inc.
407-767-5188

FEE PROPOSAL

DATE: February 22, 2024
CLIENT: Mr. Miguel L. Martin, Sr.
President
MLM-Martin Architects, Inc.
668 N. Orlando Ave., Suite 107
Maitland, FL 32751
RE: V-01020 AS-4 TSA Security Check Point
Recheck T-6886 – Revision 4

Dear Miguel:

We submit herewith MATERN's fee proposal and/or contract on the above project. We appreciate the opportunity to provide you with this proposal.

1. GENERAL DESCRIPTION OF PROJECT SCOPE

- 1.1. Electrical, Low Voltage Systems, and Communications engineering services to expand the TSA Security Checkpoint at AS4 Transfer level by relocating (2) existing scanners from AS-1 and (1) existing scanner from TSA, increasing the Check Point from one lane to four lanes, as per email dated January 22, 2024 and BP443 Sheet Set Conformed 38 attached therein.

2. ENGINEERING SERVICES

- 2.1. Electrical: Power, Lighting, and the following systems: Fire Alarm, Data (empty raceway), CCTV (empty raceway), Paging (empty raceway), and Access Control (empty raceway).

3. DELIVERABLES

- 3.1. Schematic Phase (30%): 1/8" schematic Renovation Plans for Power and Lighting.
- 3.2. Design Development Phase: Preliminary layout of systems including location of devices.
- 3.3. Construction Document Phase: [95%] submittals.
- 3.4. Permit Phase: Not included.
- 3.5. Bidding Phase: Not included.
 - 3.5.1. Pre-bid Meeting: Not included in proposal.

4. ADDITIONAL SERVICES *Additional Services Requiring Owner's Written Authorization*

- 4.1. Land surveys and topographical drawings, and geotechnical testing.
- 4.2. Provisions of services of Consultants for architectural, structural, civil, and/or landscaping design.
- 4.3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
- 4.4. The preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow

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analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities.

- 4.5. Additional services made necessary by changes in the scope of the work as directed by the Owner.
- 4.6. Providing services in connection with evaluating more than a reasonable number of substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting there from.
- 4.7. LEED Services: Certified, Silver, Gold, etc.
- 4.8. Green Globes certification using integrated design process, life cycle assessments and multiple attribute evaluations
- 4.9. Project Commissioning is an independent engineering discipline. It is the process of assuring that all systems and component of a building are designed, installed, tested, operated, and maintained according to the operational requirements of the Owner.

5. CLARIFICATIONS/ASSUMPTIONS/EXCLUSIONS

- 5.1. Unless specifically noted herein, services include only engineering for basic building and/or site. Special systems or studies not included.
- 5.2. Energy and Water Estimates: since MATERN has no control over building and equipment operation, climatic conditions or utility rate changes, MATERN cannot and does not guarantee that actual building or system energy usage, water usage, or operating costs will not vary from any estimates, calculations, or models prepared by MATERN.
- 5.3. Building Information Modeling (BIM): In projects incorporating BIM, MATERN will design to a Level of Design (LOD) of 100 as defined by the 2015 BIM Forum Level of Development Specification. A BIM Execution plan should be created to define the appropriate uses for BIM on a project, along with a detailed design and documentation of the process for executing BIM throughout a project's lifecycle. It is understood that the use of BIM is to achieve improvement in design and coordination and not a method for achieving perfection. BIM Models are not considered part of the Construction documentation and are not to be considered a fully coordinated document.
- 5.4. Meetings (during design phase): Unless Specifically stated, meetings once a week are not included. If required, they will be billed based on hourly rates for extra services. Periodic short coordination meetings are included.
 - 5.4.1. Meetings: (4) meeting(s).
 - 5.4.2. Job site visits: Due to existing conditions: (4) trips.
- 5.5. Cost Estimating: Not included in proposal
- 5.6. Field Verification: All existing conditions cannot and will not be shown. Items which cannot be seen will not be verified (i.e. items in walls, behind large equipment, above ceilings, etc.). Items above accessible ceilings may be spot checked to verify existing condition however, all items, exact routings of conduit, piping, and/or duct, and exact circuitry, etc. will not be check verified.
- 5.7. Electrical:
 - 5.7.1. Lighting Designer: Engineer is not responsible in any way for the lighting design by any Lighting Designer that is not under the direct supervision and employment of the

Engineer. Locations, clearances, footcandle levels, accessibility, voltages, accessories, etc. are the sole responsibility of the Lighting Designer. Engineer will be responsible for the branch circuit connections to the lighting units designed by the Lighting Designer; however, responsibility is solely based on information provided to the Engineer in a timely manner to properly and adequately include in contract documents.

- 5.8. Fee [and estimate of probable cost] does not include reworking of existing power service equipment, main intercom equipment, and main fire alarm equipment or any distribution equipment. Fee [and estimate of probable cost] includes connecting and extending above systems.
- 5.9. Observation of Work:
- 5.9.1. It is understood and agreed that the Engineer's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the Engineer that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any loss, claim, or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Engineer. If the Client requests in writing that the Engineer provide any specific construction phase services and if the Engineer agrees in writing to provide such services, then they will be compensated for as Additional Services at the standard hourly rates shown below.
- 5.9.2. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing
- 5.10. It is assumed that all building systems required to be connected to and extended are extendable and comply with all applicable codes and/or standards. Reworking of existing main equipment is not included in this proposal (i.e. Fire Alarm Control Panel, Main Electrical Distribution Equipment, Air Handling Unit feeding area, Central Plant Equipment, Building Automation System Equipment, etc.)
- 5.11. All rough-in data for equipment including kitchen equipment shall be provided to Engineer for his/her use. Rough-in data shall include drawings showing locations and M/E/P system requirements, loads, etc.
- 5.12. Project shall consist of Schematic Design (30%), Design Development (60%, and Construction Documents (95%) and delivery of 100% CD set. The fee does not include

Client's Name
DATE

addenda, permitting, construction administration or close-out documents.

5.13. It is assumed adequate and accurate As-Built drawings will be provided to Engineer for Engineer's use.

6. EXTRA SERVICE RATES

Principal	\$341.00
Sr. Project Manager	\$152.00
Engineer	\$118.00
Senior CADD Designer	\$109.00
CADD Technician	\$ 87.00
Administrative Assistant	\$ 77.00

7. FEE [SEE ATTACHED HOURLY TASK BREAKDOWN]

7.1. Fee: Not To Exceed:

Basic Services	Electrical (Power and Lighting)	Systems (Fire Alarm, Paging, Data, ACS, and CCTV)	Total
Construction Documents (SD, DD, CD)			
Preliminary Design	\$7,627.00	\$3,304.00	\$10,931.00
Schematic Design 30%	\$9,689.00	\$15,300.00	\$24,989.00
Design Development 60%	\$3,875.00	\$5,316.00	\$9,191.00
Construction Documents 95%	\$18,167.00	\$8,075.00	\$26,242.00
Total	\$39,358.00	\$31,995.00	\$71,353.00

7.2. The quoted fee is valid for two (2) months from the date of this proposal/contract.

7.3. This proposal, and any contract arising out of this proposal, is subject to Attachment A, MPE's General Conditions attached hereto.

If you approve of this proposal/contract please affix your signature below. Please call if you have any questions in regards to this Agreement.

Sincerely,

MATERN PROFESSIONAL ENGINEERING, INC.

Client's Name
DATE



Thomas C. Croff

TCC/emh

Authorization to provide the above Engineering Services:

Signed: _____

Name: _____

Title: _____

Date: _____

cc: Proposals

ATTACHMENT A
Matern Professional Engineering, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Matern Professional Engineering, Inc.*, ("MATERN"), 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 "MATERN" as used herein includes all of MATERN'S agents, employees, professional staff, and sub-consultants.
- 1.2 The Client or a duly authorized representative is responsible for providing MATERN with a clear understanding of the project nature and scope. Client and Matern agree that information relayed via email is reliable. The Client shall supply MATERN with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow MATERN 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 MATERN'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 MATERN's provision of the services so described, unless otherwise agreed upon by both parties. The only warranties and/or guarantees are those expressly set forth and identified in this Agreement.
- 1.4 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF MATERN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by MATERN under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of MATERN's profession practicing contemporaneously under similar conditions in the locality of the project. MATERN makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- 2.2 It is the Client's responsibility to provide MATERN with all information necessary for MATERN to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to MATERN that may affect the quality or sufficiency of the services so described.

SECTION 3: BILLING AND PAYMENT

- 3.1 MATERN will submit invoices to Client monthly or upon completion of deliverable services. Lump sum fee projects will show billing as percent complete of phases. If project is hourly then invoices will show charges for different personnel and expense classifications.
- 3.2 Payment is due to MATERN within thirty (30) days of date of invoice, however it will not be deemed late until ten days after Client has been paid by Owner. Client agrees to assign any lien rights it may have related to Engineer's services to the Engineer so it may file a statutory mechanic's lien.
- 3.3 It is assumed that Client will make a diligent effort to collect sums invoiced to Owner on behalf of Client and MATERN. Client may pay Engineer in proportion to funds received from the Owner which are attributable to Engineer's services rendered.
- 3.4 If MATERN incurs any expenses to collect overdue billings on invoices, the sums paid by MATERN for reasonable attorneys' fees, court costs, MATERN's time, MATERN's expenses, and interest will be due and owing by the Client.

SECTION 4: OWNERSHIP AND USE OF DOCUMENTS

- 4.1 All reports, logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MATERN, as instruments of service, shall remain the property of MATERN, unless the Prime contract indicates otherwise.
- 4.2 Client agrees that all designs, specifications, reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 4.3 All reports, designs, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MATERN, 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 MATERN.

SECTION 5: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 5.1 Client warrants that a reasonable effort has been made to inform MATERN of known or suspected hazardous materials on or near the project site. 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.
- 5.2 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. MATERN and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a

Client's Name
DATE

- renegotiation of the scope of work. MATERN and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for MATERN to take immediate measures to protect health and safety.
- 5.3 MATERN 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 MATERN harmless for any and all consequences of disclosures made by MATERN 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.
- 5.4 Notwithstanding any other provision of the Agreement, Client waives any claim against MATERN, and to the maximum extent permitted by law, agrees to defend, indemnify, and save MATERN harmless from any claim, liability, and/or defense costs for injury or loss arising from MATERN'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 MATERN which are found to be contaminated.

SECTION 6: RISK ALLOCATION

- 6.1 Client agrees that MATERN's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed one hundred thousand dollars (\$100,000) or MATERN's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, MATERN agrees to increase the limits up to a maximum of Two Million Dollars (\$2,000,000.00) upon Client's written request at the time of accepting the proposal.

SECTION 7: INSURANCE AND INDEMNIFICATION

- 7.1 MATERN 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 MATERN has such coverage under public liability and property damage insurance policies which MATERN 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, MATERN agrees to indemnify and save Client, Client's employees, officers, and directors from and against loss, damage, or liability to the extent caused by the negligent acts or intentionally wrongful conduct by MATERN, its agents, staff, and consultants employed by it. MATERN 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 6, whichever is less. Losses do not include liability for consequential damages such as lost profits and loss of use. The Client agrees to indemnify, and save MATERN harmless for loss, damage, or liability arising from negligence and/or intentionally wrongful conduct by Client, Client's agent, staff, and others employed by Client. MATERN requests to be included as an additional insured on all contractor insurance policies.

SECTION 8: DISPUTE RESOLUTION

- 8.1 Client and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of giving notice. If the parties fail to resolve a dispute through negotiation then all claims, disputes, and other matters in controversy between MATERN and Client arising out of or in any way related to this Agreement will be submitted to mediation, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 8.2 If a dispute arises related to the services provided under this Agreement and that dispute is not resolved by mediation as provided above, then:
- (a) the claim will be brought and tried in the court of the county where MATERN'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 9: TERMINATION

- 9.1 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, MATERN shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 9.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, MATERN may complete such services 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 MATERN in completing such services, analyses, records, and reports.

SECTION 10: ASSIGNS

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

SECTION 11. GOVERNING LAW AND SURVIVAL

- 11.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation, and performance.
- 11.2 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 12. INTEGRATION CLAUSE

Client's Name
DATE

- 12.1 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. It is agreed that the only parties to this contract are the Client and MATERN.
- 12.2 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.
- 12.3 The Agreement and addenda may be executed with signatures and transmitted between the parties in the following ways: (i) by signing a paper copy and then electronically scanning and transmitting via e-mail, (ii) by affixing a digitally encrypted and password protected signature and then transmitting via email, (iii) by affixing and an electronic image of a signature and then transmitting via email, or (iv) by both parties signing paper copies and transmitting via US Mail or express delivery services.

Rev. 2/15/23

Blue Cord Design & Construction, LLC dba Blue Cord Professional Services
835 Bennett Road
Orlando, FL 32803



BLUE CORD PROFESSIONAL SERVICES
EXECUTIVE SUMMARY SCOPE OF WORK AND COST

Re: AS-4 TSA Checkpoint

As requested, the following is our proposed scope of services for the above referenced project as part of the continuing contract with MLM-Martin Architects, Inc. and GOAA. The following represents the proposed services that will be conducted by Blue Cord Professional Services (BCPS):

- I. Task 1 = Not to Exceed Fee \$26,054**
- a. Review existing conditions and Schematic design to provide a cost assumption of the renovation of the Transfer Level TSA recheck to modify the area from two lanes to four lanes.
 - b. Provide cost assumption of the 60% Design Documents.
 - c. Provide cost assumptions of the 95% Construction Documents.
 - d. Attend design meetings as needed to review the project scope.
 - e. Attend reconciliation meetings with the owner's representative.

The above to be completed and submitted in a timely manner for the not to exceed the cost of **Twenty-Six Thousand Fifty-Four Dollars and 00/100 (\$26,054.00)**.

John Hoibraten Jr, President Blue Cord Professional Services

(Printed name and title)

A handwritten signature in blue ink, appearing to read "John Hoibraten Jr", is written over a horizontal line.

(Signature)

February 27, 2024

(Date)

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: MLM-Martin Architects, Inc.

By: 

Print Name: Martin, President

Date: February 21, 2024

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: SGM Engineering

By: _____

Print Name: Jerry Schneider

Date: 02-21-2024

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: Matern Professional Engineering

By: 

Print Name: Thomas Croff

Date: February 21, 2024

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: Blue Cord Design & Construction LLC dba Blue Cord Professional Services

By:  _____

Print Name: John Hoibraten Jr, President BCPS

Date: February 21, 2024

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

Phase of Project:	Preliminary Design	Schematic (30%)	Development (60%)	Const. Docs. (95%)	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.0 Not to Exceed Reimbursable Fee:	\$29,201.00	\$73,373.00	\$73,233.00	\$127,468.00	\$0.00	\$303,275.00	\$0.00	\$0.00	\$303,275.00
3.0 Not to Exceed Reimbursable Expenses:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 TOTAL CONTRACT VALUE:	\$29,201	\$73,373	\$73,233	\$127,468	\$0	\$303,275	\$0	\$0	\$303,275.00
	10%	24%	24%	42%	0%		0%	0%	

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	242 193	585 300	571 459	1026 880	0	2424 1832	0	0	2424 1832
TOTAL LABOR HOURS:	242 193	585 300	571 459	1026 880	0	2424 1832	0	0	2424 1832
Average Hourly Rate:	\$193 \$151	\$125.42 \$245	\$128.25 \$160	\$124.23 \$145	\$0	\$125.11 \$166	\$0	\$0	\$125.11 \$166

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-4
SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

Phase of Project:	Preliminary Design		Schematic (30%)		Development (60%)		Const. Docs. (95%)		Bidding & Award		Const. Admin.		Record Documents		TOTAL		
	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate
MLM-Martin Architects, Inc.																	
Not to Exceed Reimbursable Fee	64	\$9,448.00	208	\$30,044.00	358	\$45,612.00	658	\$83,788.00	0	\$0.00	0	\$0.00	0	\$0.00	1,288	\$168,892.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Consultant	64	\$9,448.00	208	\$30,044.00	358	\$45,612.00	658	\$83,788.00	0	\$0.00	0	\$0.00	0	\$0.00	1,288	\$168,892.00	0
Base Consultants																	
Not to Exceed Reimbursable Fee	10 16	\$1,502.00	22 16	\$2,802.00	24 33	\$3,268.00	44	\$5,708.00	0	\$0.00	0	\$0.00	0	\$0.00	100 09	\$13,280.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 1	10 16	\$1,502.00	22 16	\$2,802.00	24 33	\$3,268.00	44	\$5,708.00	0	\$0.00	0	\$0.00	0	\$0.00	100 09	\$13,280.00	0
SGM																	
Not to Exceed Reimbursable Fee	72 14	\$7,320.00	80 0	\$7,400.00	60 0	\$5,384.00	40 0	\$3,592.00	0	\$0.00	0	\$0.00	0	\$0.00	252 14	\$23,696.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 2	72 14	\$7,320.00	80 0	\$7,400.00	60 0	\$5,384.00	40 0	\$3,592.00	0	\$0.00	0	\$0.00	0	\$0.00	252 14	\$23,696.00	0
Matern Professional Engineers																	
Not to Exceed Reimbursable Fee	68 99	\$7,627.00	99 0	\$9,689.00	39 0	\$3,875.00	178	\$18,167.00	0	\$0.00	0	\$0.00	0	\$0.00	384 277	\$39,358.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 3	68 99	\$7,627.00	99 0	\$9,689.00	39 0	\$3,875.00	178	\$18,167.00	0	\$0.00	0	\$0.00	0	\$0.00	384 277	\$39,358.00	0
Blue Chord Services																	
Not to Exceed Reimbursable Fee	0	\$0.00	38 8	\$8,138.00	46 0	\$9,778.00	38 0	\$8,138.00	0	\$0.00	0	\$0.00	0	\$0.00	122 8	\$26,054.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 4	0	\$0.00	38 8	\$8,138.00	46 0	\$9,778.00	38 0	\$8,138.00	0	\$0.00	0	\$0.00	0	\$0.00	122 8	\$26,054.00	0
Matern Professional Engineers SYS																	
Not to Exceed Reimbursable Fee	28 0	\$3,304.00	138 68	\$15,300.00	44 68	\$5,316.00	68 0	\$8,075.00	0	\$0.00	0	\$0.00	0	\$0.00	278 136	\$31,995.00	0
Not to Exceed Reimbursable Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Sub-Total Subconsultant No. 5	28 0	\$3,304.00	138 68	\$15,300.00	44 68	\$5,316.00	68 0	\$8,075.00	0	\$0.00	0	\$0.00	0	\$0.00	278 136	\$31,995.00	0
Total Not to Exceed Fee		\$29,201.00		\$73,373.00		\$73,233.00		\$127,468.00		\$0.00		\$0.00		\$0.00		\$303,275.00	
Total Not to Exceed Expenses		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Not to Exceed Amount:	193	\$29,201.00	300	\$73,373.00	459	\$73,233.00	880	\$127,468.00	0	\$0.00	0	\$0.00	0	\$0.00	1,832	\$303,275.00	0
	242		585		571		1026							2424			

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

REIMBURSABLE EXPENSES

Phase	Expense Type	Size/Type	Material	Amount/ Sheets	No. Sets	Cost per Item	Total Cost
Preliminary Design	Reproduction						
	Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -
	Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -
	Docs or Specs	Letter		250	0	\$ 0.30	\$ -
	Currior/Delivery				0	\$ 111.00	\$ -
	USB Deliverables				0	\$ 25.00	\$ -
	Travel		No.		Cost per Item	Cost per Trip	Total Cost
	Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -
	Flight			\$ -	\$ -	\$ -	\$ -
	Meals			\$ -	\$ -	\$ -	\$ -
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Preliminary Design							
Schematic (30%)							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.63	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Schematic (30%)							
Development (60%)							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Development (60%)							
Const. Docs. (95%)							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Development (60%)							
Bidding & Award							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Executed Contract	Letter			0	\$ 0.30	\$ -	
Documents/ Printing							
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Estimated Permit Deposit Cost							
Permitting Authority	Estimated Construction Cost						
	Windows		\$ reduction	\$/k thereafter	Extended	Flat Fee	Total Cost
	\$ -	1,000	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 1,001	15,000	\$ 7,000.00	\$ 5.00	\$ -	\$ 35.00	\$ -
	\$ 15,001	50,000	\$ 15,000.00	\$ 4.00	\$ -	\$ 75.00	\$ -
	\$ 50,001	100,000	\$ 50,000.00	\$ 3.00	\$ -	\$ 215.00	\$ -
	\$ 100,001	500,000	\$ 100,000.00	\$ 2.00	\$ -	\$ 365.00	\$ -
	\$ 500,001	999,999,999	\$ 500,000.00	\$ 1.25	\$ -	\$ 1,165.00	\$ -
	\$ 1,000,000,000		\$ 999,999,999.00	\$ -	\$ -	\$ -	\$ -
					Total Est. Permit Fee	\$ -	\$ -
					Deposit:	25%	\$ -
					Estimated Permit Deposit Cost	\$ -	\$ -
Subtotal Bidding & Award							
Const. Admin.							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Const. Admin.							
Record Documents							
Reproduction							
Printing Dwgs	Full Size	Bond	26	0	\$ 0.99	\$ -	
Printing Dwgs	Half Size	Bond	26	0	\$ 0.65	\$ -	
Docs or Specs	Letter		250	0	\$ 0.30	\$ -	
Currior/Delivery				0	\$ 111.00	\$ -	
USB Deliverables				0	\$ 25.00	\$ -	
Travel		No.		Cost per Item	Cost per Trip	Total Cost	
Hotel	# Nights	0	\$ -	\$ -	\$ -	\$ -	
Flight			\$ -	\$ -	\$ -	\$ -	
Meals			\$ -	\$ -	\$ -	\$ -	
Rental Car			\$ -	\$ -	\$ -	\$ -	
Driven Miles	# Miles	0	\$ 0.625	\$ -	\$ -	\$ -	
Number of Onsite Visits			0	\$ -	\$ -	\$ -	
Subtotal Record Documents							
Grand Total Reimbursable Expenses							

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-7a, C-7b and C-7c
PARTICIPATION SCHEDULES

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Base Consultants			\$0	0%
SGM			\$0	0%
Matern Professional Engineers			\$0	0%
Blue Chord Services			\$0	0%
Matern Professional Engineers SYS			\$0	0%
TOTAL PROPOSED PARTICIPATION			\$0.00	0.00%

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-7a, C-7b and C-7c
PARTICIPATION SCHEDULES

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Base Consultants				\$13,280	4%
SGM				\$23,696	8%
Matern Professional Engineers				\$0	0%
Blue Chord Services				\$0	0%
Matern Professional Engineers SYS				\$0	0%
TOTAL PROPOSED PARTICIPATION				\$36,976.00	12.19%

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-7a, C-7b and C-7c
PARTICIPATION SCHEDULES

TABLE C-7c VBE PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Base Consultants			\$0	0%
SGM			\$0	0%
Matern Professional Engineers			\$0	0%
Blue Chord Services			\$26,054	9%
Matern Professional Engineers SYS			\$0	0%
TOTAL PROPOSED PARTICIPATION			\$26,054.00	8.59%

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

<u>DRAWING DESCRIPTION</u>	<u>NO. OF SHEETS</u>
MLM-Martin Architects, Inc.	
	G000 - COVER
	G001 - INDX
	G100 - SITE/LOGISTICS
	AL001 - LS CODE
	AL101 - LIFE SAFETY PLAN
	AL801 - UL
	AL802 - UL
	AD101 - Demo Plan 1
	AD102 - Demo Plan 2
	AD301 - Demo Ceiling 1
	AD302 - Demo Ceiling 2
	AD501 - Demo Interior Elevations
	AD502 - Demo Interior Elevations
	AD801 - Exst Cond
	AD802 - Exst Cond
	AD803 - Exst Cond
	A102 - Overall Hub
	A103 - Plans
	A201 - TSA equiopent plan
	A301 - Ceiling
	A401- Phasing Plan
	A501 - Interior Elevations
	A502 - Interior Elevations
	A801 - DETL
	A802 - DETL
	A803 - DETL
TOTAL:	26

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

**TABLE C-9
CONTRACT HOURLY RATES**

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

FIRM	POSITION	CONTRACT HOURLY RATE
MLM-Martin Architects, Inc.	Principal	\$242.00
	Vice-President/Principal	\$232.00
	Construction Administrator	\$187.00
	Sr. Document Control	\$125.00
	Revit I Operator	\$106.00
	Sr. Project Coordinator	\$104.00
	Project Coordinator	\$99.00
	Sr. Admin Assistant	\$74.00
	Sr Architectural Intern	\$53.00
FIRM	POSITION	CONTRACT HOURLY RATE
Base Consultants	QC Reviewer	\$233.00
	Senior Project Manager	\$215.00
	Project Manager	\$185.00
	Engineer Intern	\$98.00
	BIM Technician	\$106.00
FIRM	POSITION	CONTRACT HOURLY RATE
SGM	Principle	\$186.00
	Senior Project Manager	\$106.00
	Senior Engineer	\$106.00
	Engineer	\$93.00
	CAD Technician	\$66.00
	Administrative Assistant	\$63.00
FIRM	POSITION	CONTRACT HOURLY RATE
Matern Professional Engineers	Principal	\$341.00
	Senior Project Manager	\$152.00
	Engineer	\$118.00
	Senior CADD Designer	\$109.00
	CADD Technician	\$87.00
	Administrative Assistant	\$77.00
FIRM	POSITION	CONTRACT HOURLY RATE
Blue Chord Services	Principal	\$385.00
	Senior Cost Estimator	\$205.00
	Cost Estimator	\$143.00
	Senio Project Manager	\$256.00
	Project Manager	\$172.00
	QA/QC	\$123.00
	Superintendent	\$145.00
	Assistant Superintendent	\$114.00
	Administrative Assistant	\$100.00
FIRM	POSITION	CONTRACT HOURLY RATE
Matern Professional SYS	Principal	\$341.00
	Senior Project Manager	\$152.00
	Engineer	\$118.00
	Senior CADD Designer	\$109.00
	CADD Technician	\$87.00
	Administrative Assistant	\$77.00
FIRM	POSITION	CONTRACT HOURLY RATE
Subconsultant No. 6	Position 1	\$0.00
	Position 2	\$0.00
	Position 3	\$0.00
	Position 4	\$0.00
	Position 5	\$0.00
	Position 6	\$0.00



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: March 05, 2024

RE: Request for Recommendation of Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for V-00TBD, Airside 4 Additional TSA Screening Lanes at Orlando International Airport

MLM-Martin Architects, Inc. is a certified Minority and Women Business Enterprise (MWBE) and Local Developing Business (LDB) firm. The Small Business Development Department has reviewed the proposal from MLM-Martin Architects, Inc. and determined that MLM-Martin Architects, Inc. proposes 12% MWBE and 8.5% VBE participation on this 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 Recommendation of Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for V-00TBD, Airside 4 Additional TSA Screening Lanes 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: \$307,812.00

5. MWBE Goal by Group Representation:

Asian Pacific American	<u>23,696.00</u>	Actual Result	<u>8%</u>
Asian Subcontinent American	<u>13,280.00</u>	Actual Result	<u>4%</u>
Black American	<u>-</u>	Actual Result	<u>0%</u>
Caucasian Female American	<u>-</u>	Actual Result	<u>0%</u>
Hispanic American	<u>-</u>	Actual Result	<u>0%</u>
Native American	<u>-</u>	Actual Result	<u>0%</u>
Other	<u>-</u>	Actual Result	<u>0%</u>
Total MWBE Participation	<u>36,976.00</u>	Actual Result	<u>12%</u>

6.b. Engineering / Professional Service Firm Information:

Name: MLM-Martin Architects, Inc.
Address: 668 North Orlando Avenue, Suite 107
City, State, Zip: Maitland, FL 32751
Telephone: 407 897 6764

6.b. Name and Address of MWBE Subconsultant

Name: Please see attached
Address: _____
City, State, Zip: _____
Telephone: _____

6.c. *Identity:

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

* 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)

MWBE Subcontractor/Subconsultant Certification

Project Name & Number: Request for Recommendation of Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for V-00TBD, Airside 4 Additional TSA Screening Lanes at Orlando International Airport

Prime Firm: MLM-Martin Architects, Inc.

Addendum Amount: \$307,812.00

Company Name	<u>Base Consultants, Inc.</u>	<u>SGM Engineering, Inc.</u>
Address	<u>1214 East Concord Street</u>	<u>935 Lake Baldwin Lane</u>
City, State, Zip	<u>Orlando, FL 32803</u>	<u>Orlando, FL 32814</u>
Phone	<u>407-377-7227</u>	<u>407-767-5188</u>
Identity	<u>Asian Subcontinent American</u>	<u>Asian Pacific American</u>
Work Item	<u>Structural</u>	<u>HVAC & Fire Sprinklers</u>
Amount of Subcontract	<u>\$13,280.00</u>	<u>23,696.00</u>
Percentage	<u>4.3%</u>	<u>7.7%</u>

Company Name	<u> </u>	<u> </u>
Address	<u> </u>	<u> </u>
City, State, Zip	<u> </u>	<u> </u>
Phone	<u> </u>	<u> </u>
Identity	<u> </u>	<u> </u>
Work Item	<u> </u>	<u> </u>
Amount of Subcontract	<u> </u>	<u> </u>
Percentage	<u> </u>	<u> </u>

Company Name	<u> </u>	<u> </u>
Address	<u> </u>	<u> </u>
City, State, Zip	<u> </u>	<u> </u>
Phone	<u> </u>	<u> </u>
Identity	<u> </u>	<u> </u>
Work Item	<u> </u>	<u> </u>
Amount of Subcontract	<u> </u>	<u> </u>
Percentage	<u> </u>	<u> </u>

Company Name	<u> </u>	<u> </u>
Address	<u> </u>	<u> </u>
City, State, Zip	<u> </u>	<u> </u>
Phone	<u> </u>	<u> </u>
Identity	<u> </u>	<u> </u>
Work Item	<u> </u>	<u> </u>
Amount of Subcontract	<u> </u>	<u> </u>
Percentage	<u> </u>	<u> </u>

<u>\$36,976.00</u>	<u>12%</u>
<u>\$307,812.00</u>	

LDB/VBE 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 Recommendation of Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for V-00TBD, Airside 4 Additional TSA Screening Lanes at Orlando International Airport

1. Construction Information:

Addendum Amount: _____

2.a. Name and Address of Prime Contractor

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

2.b. Name and Address of LDB/VBE Subcontractor

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

2.c. LDB or VBE?

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

3. Engineering/Professional Services Information:

Addendum Amount: \$307,812.00

4.a. Engineering / Professional Service Firm Information:

Name: Cost Management, Inc.
Address: 158 Terra Mango Loop, Suite B
City, State, Zip: Orlando, FL 32835
Telephone: (407) 293-4168

4.b. Name and Address of LDB/VBE Subconsultant

Name: Blue Cord Design and Construction, LLC
Address: 835 Bennett Road Suite 100
City, State, Zip: Orlando, FL 32803
Telephone: 407-425-1390

4.c. LDB or VBE? VBE

*Identity: _____
Work Item(s) Estimating
Amount of Subcontract \$26,054.00
Percent of Prime Contract (%) 8.5%

* In Items 2.c. and 4.c. above specify the identity of LDB/VBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)



MEMORANDUM

TO: Members of the Aviation Authority

FROM: Scott Shedek, Chair, Construction Committee

DATE: March 27, 2024

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for Architectural, Engineering and Cost Estimating Services for Project V-01020, Airside 4 Additional Transportation Security Administration (TSA) Screening Lanes, at the Orlando International Airport (MCO)

BACKGROUND

On December 12, 2018, the Aviation Authority Board approved no-cost base agreements for Continuing Architectural Services with the following firms.

- Alpha MRC, Inc. (*MWBE*)
- Bermello Ajamil & Partners, Inc.
- ELEVEN18 Architecture, LLC (*MWBE*)
- MLM-Martin Architects, Inc. (*MWBE/LDB*)
- Rhodes & Brito, Inc. (*MWBE*)

The provisions of these continuing agreements include a three-year service agreement with optional renewal periods of two additional one-year terms upon mutual agreement of the Aviation Authority and the consulting firm. Both optional renewal periods have been exercised. All agreements have expired except the agreement with MLM-Martin Architects, Inc. On January 17, 2024, the Aviation Authority Board concurred with the Construction Committee to extend the agreement with MLM-Martin Architects, Inc. through June 30, 2024, while new agreements for Continuing On-Call Architecture and Engineering Consulting Services are being procured.

ISSUES

A fee has been negotiated with MLM-Martin Architects, Inc. for the total amount of \$303,275, for architectural, engineering and cost estimating services for V-01020, Airside 4 Additional TSA Screening Lanes, at MCO. Services will include, but are not limited, to the design of an expansion of the existing one-lane checkpoint into a four-lane TSA Recheck checkpoint at the Airside 4 Transfer Level. Construction activities for V-01020 is scheduled to begin in January 2025, with completion targeted for March 2026.

On March 5, 2024, the Construction Committee recommended the approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for Architectural, Engineering and Cost Estimating Services for V-01020, Airside 4 Additional TSA Screening Lanes, at MCO.

SMALL BUSINESS

MLM-Martin Architects, Inc. is a certified Minority and Women Business Enterprise (MWBE) and Local Developing Business (LDB) firm. The Aviation Authority has reviewed the proposal from MLM-Martin Architects, Inc., and

determined that MLM-Martin Architects, Inc. proposes 12% MWBE and 8.5% Veteran Business Enterprise (VBE) participation on this Addendum and certifies that MLM-Martin Architects, Inc. is in good standing as it relates to its small business participation.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is \$303,275. Funding is from 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 Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for Architectural, Engineering and Cost Estimating Services for V-01020, Airside 4 Additional TSA Screening Lanes, at MCO, for the total not-to-exceed fees amount of \$303,275 , with funding from 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.