

**ADDENDUM NO. 7
TO THE AGREEMENT DATED JANUARY 15, 2019
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND MLM-MARTIN ARCHITECTS, INC.**

Project: W-496 North Terminal Refresh Airside 1 and Airside 3 Terminal Buildings, Orlando International Airport

THIS ADDENDUM is effective this 31st day of October, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **MLM-MARTIN ARCHITECTS, INC.** ("Consultant").

WITNESSETH:

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

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

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

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

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.
2. Consultant shall be compensated for such additional services in the **NOT TO EXCEED amount of TWO HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$247,242.00)**, broken down as follows:

Professional Fees:	NTE:	\$247,242.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$247,242.00

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 Nov 21, 2023 ____.

GREATER ORLANDO AVIATION AUTHORITY

By:


boxSIGN 4WB8Q9ZJ-13KQWV9V

Max Marble
Sr. Vice President, Capital Programs
Construction Committee Chair

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Nov 9, 2023



By: boxSIGN 1JBRLK51-13KQWV9V
**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

MLM-MARTIN ARCHITECTS, INC.

By:



Signature (Duly Authorized Rep.)

Miguel Antonio Martin

Printed Name

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: Robert Furr, Vice President of Engineering and Architecture

Date: October 31, 2023

Re: Request for Approval of an Addendum to the Continuing Architectural Services Agreement with MLM – Martin Architects, Inc. for W-00496 North Terminal Refresh Airside 1 and Airside 3 Terminal Buildings at Orlando International Airport

Consultant's proposal, dated 10/6/2023, is provide services to formulate a Feasibility Study for upgrades to the Airside 1 and Airside 3 Terminal Buildings located at the North Landside Terminal Complex. The Consultant will establish means to update finishes and passenger experiences within the facilities bringing them to a level of service acceptable to the Authority.

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

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

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

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

Funding is from Line of Credit to be reimbursed by General Airport Revenue Bonds (GARBS). Funding source verified by Melvin Martinez of Construction Finance on 10 / 25 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Architectural Consulting Services Agreement with MLM – Martin Architects, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$247,242.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$247,242.00
AAC – Compliance Review Date	<u>SJ</u> 10/24/23
AAC – Funding Eligibility Review Date	10/24/23



MLM-MARTIN
ARCHITECTS, INC.

project fee proposal

Project:	W-00496 Airside 1 and Airside 3 Revitalization Feasibility Study		
Date:	10/6/2023	File:	18669-4-100-50-003
Client:	Greater Orlando Aviation Authority	Contact:	Scott Shedek
Project Address:	One Jeff Fuqua Blvd, Orlando, FL 32827	Mailing Address:	One Jeff Fuqua Blvd, Orlando, FL 32827
Phone:	(407) 825-2465	Fax:	
Email:	scott.shedek@goaa.org		
Project Size:	X	Est. Budget:	TBD
Services Provided			Fee
Conceptual Development	MLM-Martin Architects, Inc. will provide Architectural and Interior Design Concept Development and Program Study for the Refurbishment of the Airside 1 and Airside 3 Terminal Buildings. The Study will coordinate with internal GOAA teams as necessary for capacity and other studies underway as a separate owner effort.		
	Sub Total:		\$247,242.00
	Total Proposed Fees		\$247,242.00

1.1 Summary of Scope:

MLM – Martin Architects, Inc. will provide services to formulate a Feasibility Study for upgrades to the Airside 1 and Airside 3 Terminal Buildings located at the North Landside Terminal Complex. We will establish means to update finishes and passenger experiences within the facilities bringing them to a level of service acceptable to the authority for the projected growth of this destination over the next 10 to 15 years. Our goal is to provide feasible goals to elevate the facilities to be contemporary with improvements being made to the Campus as a whole. It needs to some degree reflect the Orlando experience established by South Terminal C while respecting the Established Terminals. The two satellite airside terminals, 1 and 3, constitute the older pair of the Airsides in the north terminal complex. The pair received renovations following the 2007 hurricane season. This feasibility will look at opportunities to modernize the finish palate with opportunity for the Authority to establish their *brand*. The study will explore opportunities available to open and recapture space that is underutilized although not an explicit goal of the study these opportunities will be identified for the authority's consideration. We will look at opportunities where we can manipulate ceilings heights finishes and lighting to vertically expand spaces that that feel compressed visually. Additional exploration where art and or "garden" can be introduced into the terminals. Our team will provide (2) overall concepts of Revitalization Concepts and the potential outcome demonstrated at each hub and wing.

To assist in the production of this feasibility Study MLM will meet with Authority Stake Holders to ensure opportunities are brought to the full teams attention.

No signed and Sealed permit or construction documents will be provided.

Construction Administration or Construction Phase Services are Excluded from this agreement.

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1.2 The Owner's Budget for the Project:

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

1.3 The Proposed Schedule for the Project:

Task Name	Duration	Predecessors	Q4			Q1		
			Oct	Nov	Dec	Jan	Feb	Mar
1 NTP	0							
2 2.1 Gather Relevant Information	6w	1						
3 Fact finding Meetings with GOAA	20d							
4	0	1FS +2w						
5	0	4FS +2w						
6 Review with Stake Holders	0	5FS +2w						
7 2.2 Summarize Findings and Develop Options	6w	6						
8	0	7SS +2w						
9	0	8FS +2w						
10 Final Presentation	0	7FF						

Gather Relevant Information (NTP + 6 weeks)

Summarize Finding and Develop Options (+6 weeks)

Total Durations of Feasibility Study 12 weeks

2.1 Gather Relevant Information:

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

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

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

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

1. review data obtained from information gathering activities;
2. consider and discuss design and planning issues, discovered.

2.2 Summarize the findings:

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

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

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

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

10. Produce plans, sections, renderings of proposed functional improvements and upgrades options (2) per hub and wing.

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

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

2.3 Schematic Design Phase:

1. None

2.4 Design and Construction Documents Phase:

1. None.

2.5 Bidding and Permit Phase:

1. None.

3.1 Consultant's Additional Services

The Consultant may provide Additional Services after execution of this proposal without invalidating the proposal. Except for services required due to the fault of the Consultant, any Additional Services provided in accordance with this Section shall entitle the Consultant to compensation and an appropriate adjustment in the Consultant's schedule.

Upon recognizing the need to perform Additional Services, the Consultant shall notify the Client with reasonable promptness and explain the facts and circumstances giving rise to the need. The Consultant shall not proceed to provide Additional Services until the Consultant receives the Client's written authorization.

Additional Services may be necessitated by circumstances such as:

1. a change in the Initial Information;
2. changes in previous instructions or approvals given by the Client; or
3. a material change in the Project including size, quality, complexity, or the Client's schedule or budget.

Services are based upon pre-approved allowance budget as indicated above. The Consultant shall keep record of hours expended during services provided. In the event the Consultant reaches or exceeds 80% of the budgeted value of this proposal; the Consultant shall provide written notice along with projected date of exhaustion of resources. At that point to ensure proper attention and care can be provided to the project the Consultant and Client shall agree on course of action including but not limited to additional service agreements.

4.1 Client's Responsibilities:

~~Unless specifically described in Articles 2 or 3, the services in this Article shall be provided by the Client or the Client's other consultants.~~

~~The Client shall provide the Consultant data and information necessary to complete the Services, such as budget, schedule, base building design and specifications, environmental criteria, and other design criteria imposed by owner and or base building design team.~~

~~The Client shall identify a representative authorized to act on the Client's behalf to participate in the information gathering process, to facilitate the review process, and to provide, in a timely manner, decisions made by the Owner.~~

~~The Client shall provide access to the property, buildings, and personnel including base building design team as necessary for the Consultant to complete the Codes and Standards Review Services.~~

5.1 Compensation:

Not to Exceed Budget. This proposal has a NTE amount of two hundred forty-seven thousand two hundred forty-two dollars [\$247,242.00], and in no event shall the Consultant be entitled to recover more than the NTE Amount unless the Client has authorized the Consultant to exceed the NTE Amount in advance through a duly agreed upon Additional Services Agreement. Professional Service Invoices will be issued Monthly by basis of time expended.

Rates: of roles assigned to the Project:

Per EXHIBIT A, table C-9

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

6.1 Disclaimer of Work by Others:

~~The Consultant is not responsible for the projects Construction Managers or General Contractors Coordination of the project, and means, methods techniques, sequences, and procedures. The Consultant is not in charge or control of the Construction. The Consultant is not responsible for site or project safety programs or procedures. The above are the sole responsibility and under direct control of the Construction Manager or General Contractor in the execution of the work/project. The Consultant is not responsible for the Construction Manager or Contractor's Schedules or failure to carry out the work. The Consultant does not have control over or charge of acts or omissions of the Construction Manager, Contractor, subcontractors, agents or employees or any other person performing portion of the work.~~

6.2 Delivery:

Delivery of Project Documents BY MLM-Martin Architects, Inc. shall be in digital via ftp or similar system.

6.3 Specific Exclusions:

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

6.4 Miscellaneous Provisions:

~~This Proposal represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by written instrument signed by both the Client and Consultant.~~

~~The invalidity of any provision of the Proposal shall not invalidate the Proposal or its remaining provisions. If it is determined that any provision of the Proposal violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Proposal shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Proposal.~~

6.5 Claims and Disputes

Bound by terms of the Master Agreement between the Authority and MLM-Martin Architects, Inc.

This Proposal is entered into as Agreement and duly authorized as of the 6th Day of October 2023

Sincerely,

Signature:



Signature:

Consultant: Miguel A. Martín, RA, AIA, NCARB

Owner: (Printed)

Principal Project Manager, Vice President, COO

Title:

MLM-Martin Architects, Inc.

Company:

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:	\$247,242.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247,242.00	\$0.00	\$0.00	\$247,242.00
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:	\$247,242	\$0	\$0	\$0	\$0	\$247,242	\$0	\$0	\$247,242.00
	100%	0%	0%	0%	0%		0%	0%	

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	1929	0	0	0	0	1929	0	0	1929
TOTAL LABOR HOURS:	1929	0	0	0	0	1929	0	0	1929
Average Hourly Rate:	\$128	\$0	\$0	\$0	\$0	\$128	\$0	\$0	\$128

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	1,929	\$247,242.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,929	\$247,242.00	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	1,929	\$247,242.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,929	\$247,242.00	0
Total Not to Exceed Fee		\$247,242.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$247,242.00	
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:	1,929	\$247,242.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,929	\$247,242.00	0

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

Position:	Principal		Vice-President/Principal		Revit I Operator		Sr. Project Coordinator		Project Coordinator		Sr. Admin Assistant		Sr Architectural Intern		TOTAL		
Rate (\$/Hour):	\$242.00		\$232.00		\$106.00		\$104.00		\$99.00		\$74.00		\$53.00		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Preliminary Design																	
Attend Design Kick Off Meeting	1	\$242.00	1	\$232.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$474.00	\$237
Review of Record Drawings & Documents	4	\$968.00	0	\$0.00	44	\$4,664.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$5,632.00	\$117
Verification of Existing Conditions	0	\$0.00	24	\$5,568.00	40	\$4,240.00	80	\$8,320.00	0	\$0.00	0	\$0.00	0	\$0.00	144	\$18,128.00	\$128
Preparation of Preliminary Design Report	40	\$9,680.00	40	\$9,280.00	120	\$12,720.00	80	\$8,320.00	0	\$0.00	66	\$4,884.00	0	\$0.00	346	\$44,884.00	\$130
Finish Options	44	\$10,648.00	64	\$14,848.00	0	\$0.00	80	\$8,320.00	60	\$5,940.00	0	\$0.00	0	\$0.00	248	\$39,756.00	\$160
Renderings (2 options)	40	\$9,680.00	60	\$13,920.00	660	\$69,960.00	93	\$9,672.00	240	\$23,760.00	0	\$0.00	0	\$0.00	1,093	\$126,992.00	\$116
Meetings with Stakeholders	24	\$5,808.00	24	\$5,568.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	48	\$11,376.00	\$237
Sub-Total Preliminary Design	153	\$37,026.00	213	\$49,416.00	864	\$91,584.00	333	\$34,632.00	300	\$29,700.00	66	\$4,884.00	0	\$0.00	1,929	\$247,242.00	\$128
TOTAL NOT TO EXCEED FEE:	153	\$37,026.00	213	\$49,416.00	864	\$91,584.00	333	\$34,632.00	300	\$29,700.00	66	\$4,884.00	0	\$0.00	1,929	\$247,242.00	\$128

NOTES:

1. A separate spreadsheet is required for each consultant/subconsultant with any portion of it's services to be compensated on a not to exceed reimbursable basis.
2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE C-9

CONTRACT HOURLY RATES

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

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

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: Miguel A Martin, Vice President _____

Date: _October 16th, 2023_____

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Sr. Small Business Administrator

DATE: October 31, 2023

RE: Request for Approval of an Addendum to the Continuing Architectural Services Agreement with MLM-Martin Architects, Inc. for W-00496 North Terminal Refresh Airside 1 and Airside 3 Terminal Buildings, Orlando International Airport

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

Our analysis indicates that MLM-Martin Architects, Inc. is eligible for award of the subject addendum.