

**ADDENDUM NO. 31
TO THE AGREEMENT DATED SEPTEMBER 8, 2017
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND MATERN PROFESSIONAL ENGINEERING, INC.**

Project: FY24 On-Call Mechanical, Electrical and Plumbing Engineering Services, Orlando Executive Airport

THIS ADDENDUM is effective this 30th day of January, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **MATERN PROFESSIONAL ENGINEERING, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated September 8, 2017, Authority and Consultant entered into an agreement for Consultant to provide Continuing MEP Engineering 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 **NINETEEN THOUSAND EIGHT HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$19,844.00)**, broken down as follows:

Professional Fees:	NTE:	\$19,844.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$19,844.00

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 September 8, 2017 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 Feb 5, 2024.

GREATER ORLANDO AVIATION AUTHORITY



By:

box SIGN 1V3Q39J4-469ALXQJ

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

**Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Feb 1, 2024**



By: box SIGN 1J8RLK51-469ALXQJ

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

**MATERN PROFESSIONAL ENGINEERING,
INC.**



By:

box SIGN 1V3Q39J4-469ALXQJ

Signature (Duly Authorized Rep.)

Ryan Barrett Strandquest

Printed Name

President

Title



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

TO: Members of the Procurement Committee

FROM: Tuan Nguyen, P.E., Assistant Vice President, Engineering

DATE: January 30, 2024

ITEM DESCRIPTION

Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. (MPE) to provide fiscal year 2024 (FY24) On-Call Mechanical, Electrical and Plumbing Engineering Services at the Orlando Executive Airport.

BACKGROUND

In 2017, the firms providing Continuing Mechanical, Electrical and Plumbing (MEP) Engineering Services were selected through a competitive award process. These services are procured on an as-needed or annual basis.

On August 16, 2017, the Aviation Authority Board approved a Continuing MEP Engineering Services Agreement with the following firms:

- Matern Professional Engineering, Inc.
- C&S Engineers, Inc.
- SGM Engineering, Inc.
- RTM Engineering Consultants, LLC
- Graef-USA, Inc.

These no-cost base agreements established the negotiated hourly rates. The services may include the performance of MEP engineering and related professional services, including, but are not limited to, mechanical, electrical and plumbing design; fire protection engineering; security and systems design; structural design; utility and infrastructure cost estimating; scheduling and any associated architecture and all other related services including coordination with the Aviation Authority, its consultants, the City of Orlando and all agencies having jurisdiction over the Orlando International and Orlando Executive Airports. The services may also include studies and preparation of reports involving scope definition and validation of projects, analysis of design parameters, budget development, evaluation and documentation of existing conditions; design, bid/procurement and award, design/build, permitting, documents prepared by others, design management support on various Aviation Authority projects and all other engineering and related professional services which may be required where the Aviation Authority elects not to solicit letters of interest by means of public advertisement.

On January 18, 2023, the Aviation Authority Board approved exercising an additional renewal option and extending the Continuing MEP Engineering Consulting Services Agreement with MPE to September 30, 2023. This extension was necessary to maintain coverage of these MEP services while the Aviation Authority continues its evaluation regarding continuing agreement alternatives.

On September 27, 2023, the Aviation Authority Board again approved exercising an additional renewal option and extending the Continuing MEP Engineering Consulting Services Agreement with MPE to March 31, 2024. This extension was necessary to maintain coverage of these MEP services while the Aviation Authority continues its evaluation regarding continuing agreement alternatives.

ISSUES

Consultant's proposal, dated January 12, 2024, is to provide FY24 On-Call MEP engineering consulting services to the Orlando Executive Airport.

The cumulative contract value of all addenda/amendments since the last approval by the Aviation Authority Board to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. (MPE) is below the \$250,000 threshold; thus, this agenda item does not require Board approval.

If approved, these services would be effective the date of Procurement Committee approval and extend through September 30, 2024.

SMALL BUSINESS

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

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is \$19,844.00. Funding is from FY24 Previously Approved ORL Revenue Funds; code 901.441.870.5310009.000.000000.

RECOMMENDED ACTION

It is respectfully requested that the Procurement Committee approve of an Addendum to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. for the services contained herein and the amount as shown below:

Not-to-Exceed Fees	\$19,844.00
Lump Sum Fees	\$0.00
Not-to-Exceed Expenses	\$0.00
TOTAL	\$19,844.00
AAC – Compliance Review Date	<i>SJ</i> 01/19/24
AAC – Funding Eligibility Review Date	01/19/24

ATTACHMENTS

Attachment A: Finance Form

Attachment B: OSBD Memo

PROPOSAL

DATE: January 12, 2024

CLIENT: Tuan Nguyen, PE,
Assistant Vice President, Engineering
Greater Orlando Aviation Authority
Engineering and Construction
11314 Terminal C Service Road
Orlando, FL 32824

RE: Orlando Executive Airport On-Call MEP Services
MPE Project No.: T-6803

Dear Tuan:

Attached is our proposal for Mechanical, Electrical, Plumbing, and Fire Protection Operations and Support Services for the scope described below.

1. Project Scope:

- 1.1. Provide general Mechanical, Electrical and Plumbing On-Call Services as requested at Orlando Executive Airport.

2. Fee (NTE)

2.1.	Not to Exceed Fee:	\$19,844.00
2.1.1.	Matern	\$9,964.00
2.1.2.	Spencer Consulting Services	\$9,880.00

If you so desire, your acceptance of this proposal for contract will be witnessed by your signature below.
Please call if you have any questions in regards to this proposal.

Sincerely,
MATERN PROFESSIONAL ENGINEERING, INC.



Thomas C. Croff
Aviation Project Manager

TCC/eh

Authorization to provide the above
Engineering Services:

Signed: _____

Name: _____

Title: _____

Date: _____



December 6, 2023

Work to be performed under Matern Engineering. Spencer Consulting Services, Inc., Scope of work for Greater Orlando Aviation Authority (GOAA), ORL Executive Airport.

OVERVIEW:

On-Call Services to be completed by Spencer Consulting Services (SCS) will encompass:

1. Water, Waste Water, Electric
2. OUC Billing
3. Orlando Utilities Commission Interfaces
4. Miscellaneous Utility Issues

This scope of work is proposed to be focused on the following areas, but not limited to:

- Orlando Executive Airport

SCOPE OF WORK:

Water, Waste Water and Electric Connection Fees:

SCS provides extensive services to estimate water, waste water, and electric connection fees. The goal of SCS is to work with the engineers of each project to develop consumption data that is consistent with actual usage rather than typical design methodologies.

GOAA has a standard agreement that OUC connection fees (SDC) are calculated based on the flows of month 13 to 24 after initial operation. SCS, monitors these flows and works with OUC to determine the flows for the fee calculation. Waste water flows are calculated by standards issued by the City of Orlando. SCS applies the same logic to determine a more appropriate flow. If the flow is less than the flow produced by the City standards, GOAA can apply to the City to pay a certain agreed to fee and have the fee reviewed at a later date. After the review, there is a true up of the fee.

Electric connection fees are established by OUC and are based on the kilovolt-ampere (kVa) of transformers and a percentage of the onsite costs. SCS works with the electrical designer to minimize these fees.

OUC Billing:

SCS provides knowledge to assist GOAA in avoiding financial losses on the OUC bill. SCS reviews for appropriate rate structures and other services such as credit meters on cooling towers. GOAA and OUC have agreed to allow GOAA to not pay certain water fees at the time of the water meter sets. Payment will be made two years after operation. This will require an escrow of appropriate funds. These calculations will be critical to appropriate funds for future payments. SCS will work with OUC to have the calculated water consumption to be a net add of all GOAA facilities.

OUC Interfaces:

Every significant project has many utility options available. SCS works with the owner to establish issues that will need to be addressed with OUC. SCS has the contacts within OUC to move these issues through the process quickly and efficiently involving only the correct players in the process.

OUC Electric

SCS provides knowledge of the OUC process to plan and install electric infrastructure. SCS will review ORL needs for power, coordinate with OUC and Matern Engineering to develop comprehensive plans for current and future power needs. As specific projects develop, SCS will coordinate with OUC to develop the design and assist with the implementation as required by OUC. Basic process below:

1. Develop overall ORL power needs
2. Assist with each specific project
 - a. Receive Power requirements for project
 - b. Provide project to OUC and have OUC project number assigned
 - c. Work with OUC on the OUC design to deliver the power, to include conduit and transformer locations.
 - d. Work with GOAA to install the required infrastructure
 - e. Assist with OUC scheduling to install the infrastructure
 - f. Assist with Sketch and descriptions for License Agreements
 - g. Assist with account set up
3. Assist with other OUC communications as required

Summary of Proposed Not To Exceed Professional Fees:

Spencer Consulting is requesting a Not to Exceed Fee of \$9,880.00 (52 hours x \$190) in funding for this scope of work which will be developed at the direction of GOAA staff on an as needed basis. This funding request is for Fiscal Year 2024, effective January 30, 2024 and extend through September 30, 2024.

Hourly Rates:

Our approved hourly rates are as follows:

FIRM	POSITION	HOURLY RATES
Spencer Consulting Services, Inc.	Program Director	\$190.00

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

1/12/2024

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:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,844.00	\$0.00	\$19,844.00
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:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,844.00	\$0.00	\$19,844.00

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	0	0	0	0	0	0	124	0	124
TOTAL LABOR HOURS:	0	0	0	0	0	0	124	0	124
Average Hourly Rate:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.03	\$0.00	\$160.03

Notes:

1. The lump sum cells in Table C-1 are linked to Table C-2 values
2. The Not to Exceed cells in Table C-1 are linked to Table C-4 values
3. The linked cells are based on a maximum of 5 subconsultants; if more than 5 are included enter all values manually.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

1/12/2024

**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
Matern Professional Engineering																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$9,964	0	\$0	72	\$9,964	138.389
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Designer	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	72	\$9,964	0	\$0	72	\$9,964	138.389
Spencer Consulting Services																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	52	\$9,880	0	\$0	52	\$9,880	190
Not to Exceed Reimbursable Expenses																\$0	
Sub-Total Subconsultant No. 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	52	\$9,880	0	\$0	52	\$9,880	190
Subconsultant No. 2																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																\$0	
Sub-Total Subconsultant No. 2	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 3																	
Not to Exceed Reimbursable Fee	0		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																\$0	
Sub-Total Subconsultant No. 3	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 4																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																\$0	
Sub-Total Subconsultant No. 4	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 5																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																\$0	
Sub-Total Subconsultant No. 5	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Not to Exceed Amount:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	124	\$19,844	0	\$0	124	\$19,844	160.032

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

1/19/2024

Position:	Principal		QC Reviewer		Senior Project Manager		Sr. Engineer		Engineer		Senior CADD Designer		CADD Technician		Administrative Assistant		TOTAL		
Rate (\$/Hour):	\$341.00		\$247.00		\$152.00		\$128.00		\$118.00		\$109.00		\$87.00		\$77.00		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	Labor Hours	Cost			
Preliminary Design																			
Sub-Total Preliminary Design	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Schematic Design (30%)																			
Sub-Total Schematic Design (30%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Design Development (60%)																			
Construction Documents (100%)																			
Sub-Total Construction Documents (95-100%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Pricing Phase																			
Sub-Total Pricing Phase	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Permitting																			
Sub-Total Permitting	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Construction Administration																			
Provide Mechanical, Electrical, Plumbing and Fire Protection Services to support Operations and Maintenance.	4	\$1,364.00		\$0.00	30	\$4,560.00		\$0.00	10	\$1,180.00	22	\$2,398.00		\$0.00	6	\$462.00	72	\$9,964	\$138.39
Sub-Total Construction Administration	4	\$1,364	0	\$0	30	\$4,560	0	\$0	10	\$1,180	22	\$2,398	0	\$0	6	\$462	72	\$9,964	\$138.39
Closeout																			
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
O & M Manual Review		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
Review Contractors As-Built Dwgs		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
Incorporate AS-Built Changes into Record Dwgs		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
Prepare Mylar Record Docs		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
Burn CD with drawings and specs		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
		\$0		\$0		\$0		\$0		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0	\$0.00
Sub-Total Closeout	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
TOTAL ELECTRICAL FEE:	4	\$1,364	0	\$0	30	\$4,560	0	\$0	10	\$1,180	22	\$2,398	0	\$0	6	\$462	72	\$9,964	\$138
NOTES:																			
1. A separate spreadsheet is required for each consultant with any portion of it's services to be compensated on a lump sum basis.																			
2. Each spreadsheet to be customized to accurately indicate the actual services to be provided for each phase of the Project.																			

1/19/2024

CONTRACT HOURLY RATES

[illegible]

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, Inc.



By: _____

Print Name: Thomas C. Croff

Date: January 12, 2024

ATTACHMENT A
FINANCE FORM

Date:	January 16, 2024	Requestor's Extension:	4662
Requestor's Name:	Tuan Nguyen, P.E.	Preparer's Extension:	4662
Preparer's Name:	Tuan Nguyen, P.E.	Solicitation #:	N/A
Requestor's Department:	Engineering	Contract # / Name:	Continuing MEP Engineering Consultant Services
Description:	FY24 On-Call MEP Consulting	Procurement Committee Date:	January 30, 2024
Vendor:	Matern Professional Engineering, Inc.	Agenda Item #:	

NON-PROJECT FUNDS: O&M

Account Code Format: xxx.xxx.xxx.xxxxxxx.xxx.xxxxxx	FY 23 Amount	FY24 Amount	FY25 Amount	FY26 Amount	FY27 Amount	TOTAL CONTRACT
901.441.870.5310009.000.000000		\$19,844.00				
Total Requisition:		\$19,844.00				
Requisition Number:		96086				
Funding Approver:	Andrea Harper					
OMB Notes:						

Number	Description	Approval Status	Creation Date	Currency	Total	Preparer	Reserved
96086	FY24 (OEA) Matern P	In Process	22-JAN-2024 1	USD	19,844.00	Cason, Diane C	<input checked="" type="checkbox"/>



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: January 30, 2024

RE: Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. (MPE) to provide fiscal year 2024 (FY24) On-Call Mechanical, Electrical and Plumbing Engineering Services at the Orlando Executive Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the on-call nature of the services to be provided, Matern Professional Engineering, Inc. does not propose small business participation at this time.

Our analysis indicates that Matern Professional Engineering, Inc. is eligible for award of the subject addendum.