

**ADDENDUM NO. 28
TO THE AGREEMENT DATED SEPTEMBER 8, 2017
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND MATERN PROFESSIONAL ENGINEERING, INC.**

Project: Design Services for E-S0015-MCO Terminal C KVAR Pilot Program, Orlando International Airport

THIS ADDENDUM is effective this 23rd day of May, 2023, 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 **LUMP SUM** amount of **TWELVE THOUSAND NINE HUNDRED SIX AND NO/100 DOLLARS (\$12,906.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$12,906.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$12,906.00

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 Jun 1, 2023.

GREATER ORLANDO AVIATION AUTHORITY

By:



box SIGN 6W8BQZ71-42KR92K9
Max Marble
Sr. Vice President, Capital Programs
Construction Committee Chairman

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of May 30, 2023



By:

box SIGN 13B8K651-42KR92K9
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority

MATERN PROFESSIONAL ENGINEERING, INC.

By:



box SIGN 15Q7KRYY-42KR92K9
Signature (Duly Authorized Rep.)

Ryan strandquest

Printed Name

President

Title



Memorandum

To: Members of the Construction Committee

From: Scott Shedek, Vice President for Construction
(prepared by Ksenia Merck, OAR)

Date: May 23, 2023

Re: Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. for Design Services, E-S00015-MCO Terminal C KVAR Pilot Program at Orlando International Airport

Consultant's proposal, dated May 15, 2023, is to provide fieldwork, data collection, and design for Static Var Generator (SVG) unit.

If approved, these services would be effective upon CCM approval on May 23, 2023.

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

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

Consultant shall, with each monthly invoice, certify that the assigned work and services are on schedule to be completed within the contracted lump sum price, or provide at time of certification a written notice to the Aviation Authority of any deviations.

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

Funding is from Line of Credit to be Reimbursed by Future General Airport Revenue Bonds (Terminal C Day 2). Funding source verified by Melvin Martinez of Construction Finance on 05 / 18 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve 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	\$0.00
Lump Sum Fees	\$12,906.00
Not to Exceed Expenses	\$0.00
TOTAL	\$ 12,906.00
AAC – Compliance Review Date	<u>QSS</u> 5/22/23
AAC – Funding Eligibility Review Date	<u>5/16/23</u>

May 15, 2023

Scott Shedek
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, FL 32824

Re: E-S00015 – MCO Terminal C KVAR Pilot Program at Orlando International Airport

Scott,

Attached is our proposal for the E-S00015 – MCO Terminal C KVAR Pilot Program at Orlando International Airport project.

1. General Description of Electrical Scope and Fee

- 1.1 Complete fieldwork of room 01.5177 and Panel 7EHRDPW15B to create as-built model/schedules.
- 1.2 Collect and analyze meter data for Panel 7EHRDPW15B for 30 days to evaluate power quality. (Performed by MET Electrical Testing)
- 1.3 Coordinate with Fortop to detail design of SVG unit.
- 1.4 Size breaker, feeder, etc. and issue.

Proposed Total Lump Sum Contract Value: \$12,906.00

Thank you for the opportunity to propose our services for this project.

Sincerely,

MATERN PROFESSIONAL ENGINEERING, INC.



Thomas Croff

cc: Contract File T-6612

Attachment:
C-Table (Electrical)
MET Electrical Testing Proposal
Truth In Negotiation Certification

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

5/15/2023

**TABLE C-3
BREAKDOWN OF LUMP SUM FEES**

Position:	Principal Engineer/ QC		Engineer V		Sr. Project Manager		Sr. Engineer		Project Manager		Engineer/ Designer IV/ Field Tech III		Designer III/ Field Tech II/ BIM II		Designer II/ Field Tech I/ BIM		Designer I/CAD/ Clerical		TOTAL		
Rate (\$/Hour):	\$238.00		\$179.00		\$135.00		\$128.00		\$120.00		\$99.00		\$91.00		\$77.00		\$61.00				
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Avg. Hourly Rate
Create Enlarged Plan for one room		\$0		\$0		\$0		\$0		\$0	3	\$297		\$0	2	\$154		\$0	5	\$451	\$90.20
Show rooms on Overalls		\$0		\$0		\$0		\$0		\$0	1	\$99		\$0	2	\$154		\$0	3	\$253	\$84.33
Go to each room and as-built equipment layouts (One room only in Pilot)		\$0		\$0	1	\$135		\$0		\$0	4	\$396		\$0	4	\$308		\$0	9	\$839	\$93.22
As-built Panel Schedules		\$0		\$0		\$0		\$0		\$0	1	\$99		\$0		\$0		\$0	1	\$99	\$99.00
Enter Panel Schedules into Excel (Not Revit - Have not received Contractor models or as-built sheets)		\$0		\$0		\$0		\$0		\$0	2	\$198		\$0	2	\$154		\$0	4	\$352	\$88.00
Collect meter data for each panel for 30 days via Data Logger (Use sub-consultant)		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0		\$0	0	\$1,600	\$0.00
Review meter data with Fortop and design/detail each cabinet (One cabinet only in Pilot)	4	\$952		\$0	16	\$2,160		\$0		\$0		\$0		\$0	10	\$770		\$0	30	\$3,882	\$129.40
Show cabinets on Enlarged Plans and relocate whatever is needed to make them fit		\$0		\$0		\$0		\$0		\$0	8	\$792		\$0	2	\$154		\$0	10	\$946	\$94.60
Create Mechanical Feeder Schedule for each cabinet		\$0		\$0		\$0		\$0		\$0	1	\$99		\$0	1	\$77		\$0	2	\$176	\$88.00
Revise Panel Schedules to show new breakers		\$0		\$0		\$0		\$0		\$0	1	\$99		\$0	1	\$77		\$0	2	\$176	\$88.00
Create Phasing Plans to show various areas (loads being placed back on generators and tested)	2	\$476		\$0	16	\$2,160		\$0		\$0	12	\$1,188		\$0	4	\$308		\$0	34	\$4,132	\$121.53
Sub-Total Construction Documents (95-100%)	6	\$1,428	0	\$0	33	\$4,455	0	\$0	0	\$0	33	\$3,267	0	\$0	28	\$2,156	0	\$0	100	\$12,906	\$129.06
TOTAL ELECTRICAL FEE:	6	\$1,428	0	\$0	33	\$4,455	0	\$0	0	\$0	33	\$3,267	0	\$0	28	\$2,156	0	\$0	100	\$12,906	\$129
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.																					

\$12,906

\$12,906



MET Electrical Testing

Technical Proposal

Power Recording Proposal

To: Matern Professional Engineering
Project: GOAA-Negative kVAR Power Quality Analysis
Date: May 10, 2023

Mr. Croff,

MET Electrical Testing is pleased to submit this proposal for Power Recording on the above referenced GOAA-Negative kVAR Power Quality Analysis Project. The scope of the project is to place an energy recorder on Panel 7EHRDPW15B at the Orlando International Airport Terminal C for a period of 30 days, to analyze the Power Quality. Please see below for detailed scope and services tailored to meet the needs of Matern Professional Engineering and your client.

Scope of Work

MET Electrical Testing will perform the following scope of work:

- Provide all necessary personnel and tools required to place a PEL-103 Energy Recorder on Panel 7EHRDPW15B for 30 days. MET will remove the meter after 30 days and provide a detailed report of the findings.
 - Report will include the following recorded data, Current, Voltage, %THD, Harmonics to the 50th harmonic, kW, kVA, kVAR, frequency, and power factor.

Quantity of Equipment to be Tested.

Equipment	Count
Panel 7EHRDPW15B data recording for 30 days	1

Assumptions / Clarifications

- The customer shall provide safe access in close proximity to all equipment to be tested.
- Customer to provide 1 source of 120VAC in close proximity to the panel being recorded.
- Work is to be completed during normal working hours of 7AM to 5PM. Any work outside of these hours is subject to additional charges at T&M rates listed below.

Safety

MET Electrical Testing technicians performing the electrical tests and inspections are trained and experienced concerning the apparatus and systems being evaluated. These individuals will conduct the tests in a safe manner and with complete knowledge of the hazards involved. MET technicians will evaluate the test data and make a judgment on the continued serviceability of the specific equipment. All MET employees have completed electrical safety training and will perform per accepted site and industry safety practices.

Test Equipment Calibration

MET Electrical Testing uses a calibration program which assures that all applicable test instruments are maintained within rated accuracy for each test instrument calibrated. The firm providing calibration service maintains up to date instrument calibration instructions and procedures for each test instrument calibrated. The accuracy is directly traceable to the National Institute of Standards and Technology (NIST).

Test Report

Test reports include the following:

- Summary of Project.
- Description of equipment tested.
- Description of tests.
- Test Data.
- Analysis and recommendations.

Test data records include the following minimum requirements:

- Identification of the testing organization.
- Equipment identification.
- Humidity, temperature, and other atmospheric conditions that may affect the results of the tests/calibrations.
- Date of inspections, tests, maintenance, and/or calibrations.
- Identification of the testing technician.
- Indication of inspections, tests, maintenance, and/or calibrations to be performed and recorded.
- Indication of expected results when calibrations are to be performed.
- Indications of “as found” and “as left” results, as applicable

Please confirm that this scope of work is what is desired for the GOAA-Negative kVAR Power Quality Analysis Power Recording project.

Estimate of Costs per COLO

Service	Fees
30-day recording of Panel 7EHRDPW15B	\$1,600

Payment is net 30 days from the date of service.

~~In the case of extended, unanticipated delays MET Electrical Testing, along with the Matern Professional Engineering team, will assess compensation based on Time and Material.~~

~~MET Electrical Testing T&M rate~~

~~\$185.00/hour Mon - Fri 7AM - 5PM~~

~~\$277.50/hour Mon - Fri 5PM - 7AM~~

~~Sat and > 8 hours/day~~

~~\$370.00/hour Sun and holidays~~

~~15% markup on all material~~

We greatly appreciate the opportunity to work on this project and I feel that we are thoroughly qualified to provide the professional testing services you desire. MET Electrical Testing employs NICET Electrical Test Technician certified, NFPA 70e trained professional testing experts.

You may contact me if you have any further questions or comments, as we would be pleased to discuss this project further.

Sincerely,

MET Electrical Testing



Aaron Albritton

VP Operations

If this proposal is acceptable, please return a signed copy to me along with a W9.

Customer Signature

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 Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Aviation Authority, whichever is later.

Consultant: Matern Professional Engineering, Inc.

By: 

Print Name: Thomas C. Croff

Date: 05/10/2023



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Procurement Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: May 23, 2023

Re: Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with Matern Professional Engineering, Inc. for Design Services, E-S00015-MCO Terminal C KVAR Pilot Program at Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the limited scope of the required services, Matern Professional Engineering, Inc. does not propose small business participation on this addendum.

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