

**ADDENDUM NO. 57
TO THE AGREEMENT DATED JANUARY 8, 2021
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND RICONDO & ASSOCIATES, INC.**

Project: Construction Administration Services for V-995 Replacement of Elevator P58 at Airside 4 (D/B), Orlando International Airport

THIS ADDENDUM is effective this 2nd day of January, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **RICONDO & ASSOCIATES, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated January 8, 2021, Authority and Consultant entered into an agreement for Consultant to provide General 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 NINETY-SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS (\$96,588.00)**, broken down as follows:

Professional Fees:	NTE:	\$96,588.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$96,588.00

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 8, 2021 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 on this day of Jan 5, 2024 ____.

GREATER ORLANDO AVIATION AUTHORITY

Scott Shedek

By:

box SIGN

19RL7LV4-4ZQLQYP9

Scott Shedek, P.E.
Vice President of Construction

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

Karen Ryan

By:

box SIGN

1JBRK55-4ZQLQYP9

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

RICONDO & ASSOCIATES, INC

Pete Ricondo

By:

box SIGN

4LWR3Z20-4ZQLQYP9

Signature (Duly Authorized Rep.)

Pete Ricondo

Printed Name

Senior 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: Tuan Nguyen, Assistant VP of Engineering
(Prepared by Brian Gainous)

Date: January 02, 2024

Re: Request for Approval of an Addendum to the Continuing General Consulting Services Agreement with Ricondo & Associates for Construction Administration Services for V-00995 Replacement of Elevator P58 at Airside 4 (D/B) at Orlando International Airport

Consultant's proposal, dated December 21, 2023, is to provide MEP /Construction Administration Services / DCP Compliance for the construction phase of the Replacement of Elevator P58 (D/B) on Airside 4 at the Orlando International Airport.

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 source is from line of credit to be reimbursed by future General Airport Revenue Bonds. Funding source verified by Melvin Martinez of Construction Finance on 12 / 28 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing General Consulting Services Agreement with Ricondo & Associates /Learch Bates for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$96,588.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$96,588.00
AAC – Compliance Review Date	12/21/2023 <u>ZTA</u>
AAC – Funding Eligibility Review Date	12/22/2023

December 21, 2023

Mr. Scott Shedek, P.E.
Greater Orlando Aviation Authority
5855 Cargo Road
Orlando, FL 32827

RE: REPLACEMENT OF ELEVATOR P58 AT AIRSIDE 4 (D/B) Construction Administration Phase-
Orlando International Airport (MCO) Scope of Work and Budget

Dear Mr. Shedek:

Ricondo & Associates, Inc. (Ricondo), Lerch Bates Inc. (Lerch Bates), and Matern Professional Engineering, Inc. (Matern) appreciate the opportunity to submit this proposal to the Greater Orlando Aviation Authority (Aviation Authority) to provide professional engineering services for the Construction Administration support services associated with the modernization of Elevator P58 located at Airside 4..

Construction Administration Phase Consultant Team

The following firms comprise the Team:

- Ricondo
 - Overall project management and coordination.
- Lerch Bates
 - Vertical transportation consultant.
- Matern
 - Mechanical / Electrical consultant.

Scope of Work

Construction Administration support services to be provided by the Ricondo Team will include:

- Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information. Review comments will be incorporated electronically. Reviews will be limited to the initial submittal and one (1) revision.
- Conduct one (1) project pre-construction meeting to discuss project logistics, schedule and communication expectations with Contractor and Client onsite.
- Conduct bi-monthly (twice per month) general progress site reviews during modernization to confirm that work is proceeding in accordance with the Construction Documents and Design Information.

- Conduct bi-monthly (twice per month) teleconference sessions during the modernization with Contractor and Client to discuss critical aspects of the project.
- Respond to Requests for Information (RFIs).
- Assist with resolution of modernization problems.
- Conduct one (1) final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information and the approved submittals.
- Conduct one (1) follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.
- Review contract close-out documents.

The Proposals are based on the timeline provided by Gomez Construction Company attached. Refer to Subconsultants' Proposals attached for more definition of the description of services.

Exclusions

- Mechanical and electrical design services.
- Owner's Authorized Representative (OAR) services.
- Project Permitting.

Schedule

The anticipated schedule is as follows:

Board Approval	January 17, 2024.
Notice to Proceed	February 1, 2024.
Shop Drawings Review	March 1, 2024.
Permitting Complete	April 12, 2024
Procurement Complete	September 2, 2024.
Modernization Complete	December 31, 2024.
Punchlist Complete	January 31, 2025.
Substantial Completion	February 7, 2025.
Closeout	March 21, 2025.

Mr. Scott Shedek, P.E.
Greater Orlando Aviation Authority
December 21, 2023
Page 3

Professional Fees

As noted in **Table 1**, the total Not-to-Exceed Fee for the proposed services is \$ 96,588.00. The proposals from Lerch Bates and Matern are included in Appendix A.

TABLE 1 – BUDGET ESTIMATE – LABOR-REFER TO EXHIBIT A FOR DETAIL

FIRM	COST
Ricondo	\$ 17,700.00
Lerch Bates	\$ 44,800.00
Matern	\$ 34,088.00
TOTAL COSTS	\$ 96,588.00

We appreciate the opportunity to continue serving and supporting the Aviation Authority. If you require additional information regarding this proposal, please contact me at 407-446-3007 or via email at scarreau@ricondo.com.

Sincerely,

RICONDO & ASSOCIATES, INC.



Sébastien Carreau
Director

TRUTH IN NEGOTIATION CERTIFICATION
LERCH BATES PROPOSAL
MATERN PROPOSAL
GOMEZ CONSTRUCTION COMPANY TIMELINE
cc: 21041212; Teresa Davidson

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: Ricondo & Associates, Inc.

By:  _____

Print Name: Pete Ricondo, P.E., Senior Vice President

Date: 12/19/2023

APPENDIX A

LERCH BATES and MATERN PROPOSALS

TABLE C-5s

GOMEZ CONSTRUCTION - ANTICIPATED SCHEDULE

REPLACEMENT OF ELEVATOR P58 AT AIRSIDE 4 (D/B)

GOAA P58 V-00995 ELEVATOR MODERNIZATION CA SERVICES
ORLANDO AIRPORT
MODERNIZATION CONSULTING SERVICES PROPOSAL

12.21.23

PREPARED FOR:

Teresa P. Davidson, AIA, LEED AP | Director

RICONDO

421 KING STREET | SUITE 400 |

ALEXANDRIA, VA 22314

TEL +1 703-519-2181 x247 |

DIRECT +1 703-650-9951 |

MOBILE +1 202-577-8576

tdavidson@ricondo.com

PREPARED BY:

Michael Lagana

Director of Regional Operations

Lerch Bates Elevator Consulting Group

Michael.Lagana@LerchBates.com

LB Project No:

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide RICONDO (Client) with the following consulting services:

P58 Airside 4 – Elevator Modernization (1 elevator)

Estimated Schedule Services are based on:

Board Approval	January 17, 2024.
Notice to Proceed	February 1, 2024.
Shop Drawings Review	March 1, 2024.
Permitting Complete	April 12, 2024
Procurement Complete	September 2, 2024.
Modernization Complete	December 31, 2024.
Punchlist Complete	January 31, 2025.
Substantial Completion	February 7, 2025.
Closeout	March 21, 2025.

A. Construction Administration

1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated electronically. Reviews will be limited to the initial submittal and 1 revision.
2. Conduct one (1) project pre-construction meeting to discuss project logistics, schedule and communication expectations with Contractor and Client onsite.
3. Conduct bi-monthly (twice per month) general progress site reviews during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
 - a. Field observations.
 - b. Items not in conformance.
 - c. Percentage of equipment delivered, stored, or installed.
 - d. Percentage of overall completion.
 - e. Equipment not on the jobsite which could affect the completion schedule.
4. Conduct bi-monthly (twice per month) teleconference sessions during the modernization with Contractor and Client to discuss critical aspects of the project.
5. Respond to Requests for Information (RFIs).
6. Assist with resolution of modernization problems.
7. Conduct 1 final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
 - a. Measured performance data.
 - b. Itemized deficiencies.
8. Conduct 1 follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.
9. Review contract close-out documents and warranties.

II. FEES AND EXPENSES (NOT TO EXCEED)

Lerch Bates	Sr. Director		SR. CONSULTANT		TOTAL		
Rate (\$/Hour):	\$266		\$244		labor		Avg. Hourly
	hours	Cost	hours	Cost	hours	Cost	Rate
Tasks							
Submittal Reviews (Elevator Equipment) March 2024	16	\$4,256	0	\$0	16	\$4,256	\$266
Pre-Con Meeting August 2024	8	\$2,128	8	\$1,952	16	\$4,080	\$255
Progress Visits & Reporting (September - December) 2x/Mo.	8	\$2,128	96	\$23,424	104	\$25,552	\$246
Project Close Out Process (January-March 2025)	8	\$2,128	36	\$8,784	44	\$10,912	\$248
A. TOTAL LUMP SUM PROFESSIONAL FEES:	40	\$10,640	140	\$34,160	180	44,800	\$249

III. TERMS AND CONDITIONS

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter "LB" or "Lerch Bates") shall proceed based upon the terms and conditions of this Proposal ("the Terms" or "Agreement"), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client ("Client") for Client's proposed scope of work ("Project"). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.
- B. Standard of Care: Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.
- C. Documents: All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB's Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. Cost Estimates: Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its estimates, or guarantee that contractors' actual or quoted costs will not vary from LB's opinions of probable costs.
- E. Submittal Review: Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.
- F. Review of Pay Applications: Review by Lerch Bates of the contractor's applications for payment, if any, shall constitute Lerch Bates' opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.

G. Construction Observation:

1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project's contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor's work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
3. Lerch Bates shall not supervise, direct, or have control over contractors' work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.

H. Services Excluded: Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.

I. Force Majeure/Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.

J. Consequential Damages: Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.

K. Use of Equipment: Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.

L. Code Opinions: Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.

- M. Maintenance: Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
- O. Corporate Protection: Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. Limitation of Liability and Indemnity:
1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.
 2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
 3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
- Q. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.

- R. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 - a. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
 - b. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
 - c. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under said Terms and Conditions shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.
- S. Additional Services: Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- T. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- U. Mediation:
1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.

- V. Termination of Services: Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- W. Extent of Agreement: This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- X. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.
- Y. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- Z. This proposal expires sixty (60) days from the submission date.

FOR: RICONDO

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY: _____

Michael Lagana

TITLE: _____

TITLE: _____

DATE: _____

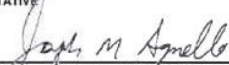
DATE: _____

With an accepted contract we request that you complete the following information and return:

Project Name:	.....
Internal Project #:	.....
P.O. No.:	.....
Bill to Person or Project Manager:	.....
Phone	.....
Email	.....
Billing Address:	.....

Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	.....
Phone:	.....
Email Address:	.....

Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	.....
Expenses Billable:	.....
Other Instructions:	.....

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/30/2023 9/29/2022		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com			CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:			
INSURED 1466328 LERCH BATES, INC. 9780 S. MERIDIAN BLVD. STE 450 ENGLEWOOD CO 80112			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A : Continental Casualty Company		20443	
			INSURER B : The Continental Insurance Company		35289	
			INSURER C : National Fire Insurance Co of Hartford		20478	
			INSURER D : Allied World Surplus Lines Insurance Company		24319	
			INSURER E :			
			INSURER F :			
COVERAGES MAIN CERTIFICATE NUMBER: 16283206 REVISION NUMBER: XXXXXXXX						
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N N	7034525363	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	7034525380	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BOD/ILY INJURY (Per person) \$ XXXXXXXX BOD/ILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N N	7034525377	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	7034525394 (CA) 7034525413 (AOS)	9/30/2022 9/30/2022	9/30/2023 9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N N	0312-0324	9/30/2022	9/30/2023	\$5,000,000 PER CLAIM/AGG
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: EVIDENCE OF COVERAGE						
CERTIFICATE HOLDER 16283206 EVIDENCE OF COVERAGE				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

ACORD 25 (2016/03)

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Mechanical • Electrical • Plumbing • Fire Protection
Technology • Commissioning • Energy

December 19, 2023

Ms. Teresa Davidson
Director
Ricondo & Associates
421 King Street
Suite 400
Alexandria, VA 22314

RE: V-00995 Replacement of Elevator P-56 at AS4 Construction Administration
MPE#:T-6862

We submit herewith MATERN's proposal for Professional Consulting Services for Construction Administration for V-00995 Design Build Replacement of Elevator P-58 at AS4. We appreciate the opportunity to provide you with this proposal.

Matern's scope of work will be to support the Construction Administration phase of the project to include Shop Drawing reviews, attending bi-weekly meetings, and performing monthly site visits. Matern will also review As-Built drawings, respond to RFI's, and review close out documents.

The proposed Not to Exceed fee for Professional Consulting Services is **thirty-four thousand eighty eight dollars. \$34,088.00**

Thank you for your consideration of our services for this project.

A handwritten signature in black ink, appearing to be "K. Ruff".

Sincerely,

MATERN PROFESSIONAL ENGINEERING, INC.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-5
BREAKDOWN OF NOT TO EXCEED PROFESSIONAL FEES
Ricondo & Associates, Inc.

RICONDO & ASSOCIATES, INC. (PRIME)	SENIOR OFFICER		SENIOR OFFICER w/ Travel Premium		SENIOR DIRECTOR		SENIOR DIRECTOR WITH TRAVEL PREMIUM		MANAGER		SENIOR CONSULTANT		TECHNICAL EDITOR		TOTAL		
Rate (\$/Hour):	\$350		\$385		\$295		\$330		\$180		\$139		\$138		labor		Avg. Hourly
	hours	Cost	hours	Cost	hours	Cost	hours	Cost	hours	Cost	hours	Cost	hours	Cost	hours	Cost	Rate
Tasks																	
Submittal Reviews (Elevator Equipment) March 2024	0	\$0		\$0	12	\$3,540	0	\$0	0	\$0	0	\$0	0	\$0	12	\$3,540	\$295
Pre-Con Meeting August 2024	0	\$0		\$0	4	\$1,180	0	\$0	0	\$0	0	\$0	0	\$0	4	\$1,180	\$295
Progress Visits & Reporting (September - December) 2x/Mo.	0	\$0		\$0	20	\$5,900	0	\$0	0	\$0	0	\$0	0	\$0	20	\$5,900	\$295
Project Close Out Process (January-March 2025)	0	\$0		\$0	24	\$7,080	0	\$0	0	\$0	0	\$0	0	\$0	24	\$7,080	\$295
TOTAL NOT TO EXCEED PROFESSIONAL FEES:	0	\$0	0	\$0	60	\$17,700	0	\$0	0	\$0	0	\$0	0	\$0	60	\$17,700	\$295

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-3
BREAKDOWN OF NOT TO EXCEED PROFESSIONAL FEES
Lerch Bates

Lerch Bates	Sr. Director		SR. CONSULTANT		TOTAL		
					labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):	\$266		\$244				
	hours	Cost	hours	Cost			
Tasks							
Tasks							
Submittal Reviews (Elevator Equipment) March 2024	16	\$4,256	0	\$0	16	\$4,256	\$266
Pre-Con Meeting August 2024	8	\$2,128	8	\$1,952	16	\$4,080	\$255
Progress Visits & Reporting (September - December) 2x/Mo.	8	\$2,128	96	\$23,424	104	\$25,552	\$246
Project Close Out Process (January-March 2025)	8	\$2,128	36	\$8,784	44	\$10,912	\$248
TOTAL NOT to EXCEED PROFESSIONAL FEES:	40	\$10,640	140	\$34,160	180	44,800	\$249

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

12/19/2023

Position:	Principal		QC Reviewer		Senior Project Manager		Sr. Engineer		Engineer		Senior CAD 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	Labor Hours	Cost	Rate
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%)																			
Sub-Total Design Development (60%)	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0.00
Construction Documents (95-100%)																			
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																			
Prepare for and Attend Pre-Construction Conference		\$0.00		\$0.00	7	\$1,064.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	7	\$1,064	\$152.00
Design Review-Confirm Sources of Power/Connections	2	\$682.00		\$0.00	12	\$1,824.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	14	\$2,506	\$179.00
MEP Shop Drawing Reviews		\$0.00		\$0.00	4	\$608.00		\$0.00	40	\$4,720.00		\$0.00		\$0.00	4	\$308.00	48	\$5,636	\$117.42
Respond to RFIs		\$0.00		\$0.00	6	\$912.00		\$0.00	60	\$7,080.00		\$0.00		\$0.00	6	\$462.00	72	\$8,454	\$117.42
Review Contractor's Invoices (Prime)		\$0.00		\$0.00		\$0.00		\$0.00	14	\$1,652.00		\$0.00		\$0.00		\$0.00	14	\$1,652	\$118.00
Review Change Orders		\$0.00		\$0.00	3	\$456.00		\$0.00	16	\$1,888.00		\$0.00		\$0.00		\$0.00	19	\$2,344	\$123.37
Attend JCMs (Bi-weekly)		\$0.00		\$0.00		\$0.00		\$0.00	42	\$4,956.00		\$0.00		\$0.00		\$0.00	42	\$4,956	\$118.00
Site Visits (Monthly)		\$0.00		\$0.00		\$0.00		\$0.00	28	\$3,304.00		\$0.00		\$0.00	7	\$539.00	35	\$3,843	\$109.80
Check As-Builts		\$0.00		\$0.00	1	\$152.00		\$0.00	12	\$1,416.00		\$0.00		\$0.00		\$0.00	13	\$1,568	\$120.62
Substantial Completion	1	\$341.00		\$0.00		\$0.00		\$0.00	8	\$944.00		\$0.00		\$0.00	2	\$154.00	11	\$1,439	\$130.82
Final Completion		\$0.00		\$0.00		\$0.00		\$0.00	4	\$472.00		\$0.00		\$0.00	2	\$154.00	6	\$626	\$104.33
		\$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
		\$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
		\$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
		\$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
		\$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		\$0		\$0		\$0	0	\$0	\$0.00
Sub-Total Construction Administration	3	\$1,023	0	\$0	33	\$5,016	0	\$0	224	\$26,432	0	\$0	0	\$0	21	\$1,617	281	\$34,088	\$121.31
Closeout																			
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:	3	\$1,023	0	\$0	33	\$5,016	0	\$0	224	\$26,432	0	\$0	0	\$0	21	\$1,617	281	\$34,088	\$121

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.



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: January 2, 2024

RE: Recommendation to the Aviation Authority Board to Utilize Orange County Contract Y23-120-MV with Motorola Solutions, Inc. to Expand the Aviation Authority's Public Safety Radio System for W-S00157, Terminal C Radio DAS at Gates C250-C253 and the Ground Transportation Facility/Rental Car Lobby at the Orlando International Airport

The Small Business Development Department has reviewed the requirements for this purchase and has determined that it cannot change the terms and conditions of an existing contract such as Orange County Contract Y23-120-MV.