

**ADDENDUM NO. 21
TO THE AGREEMENT DATED SEPTEMBER 19, 2017
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND SGM ENGINEERING, INC.**

Project: Plumbing Engineering Services for W-488 Airside 2 Plumbing Survey and Analysis, Orlando International Airport

THIS ADDENDUM is effective this 3rd day of October, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **SGM ENGINEERING, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated September 19, 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 **ONE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$169,264.00)**, broken down as follows:

Professional Fees:	NTE:	\$90,264.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$79,000.00</u>
Total:		\$169,264.00

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 19, 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 **Nov 9, 2023** _____.

GREATER ORLANDO AVIATION AUTHORITY

By:


box SIGN 4WB8QFZJ-427VX3K7

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 8, 2023**



By: box SIGN 1JBRLK51-427VX3K7
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority

SGM Engineering, Inc.

By:


box SIGN 4YRP7KKJ-427VX3K7

Signature (Duly Authorized Rep.)

Bobak Shahnami

Printed Name

President

Title



Memorandum

To: Members of the Construction Committee

From: Tuan Nguyen, P.E., Assistant Vice President of Engineering
(Prepared by Alex Sorondo)

Date: October 3, 2023

Re: Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with SGM Engineering, Inc. for Plumbing Engineering Services for W-00488 Airside 2 Plumbing Survey and Analysis, Orlando International Airport

Consultant's proposal, dated September 27, 2023, is to provide plumbing evaluations and survey of the Airside 2 plumbing lines.

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 Capital Expenditure Fund 308.631.210.5660003.000.501445 (CIR00485). Funding source verified by Melvin Martinez of Construction Finance on 09 / 29 / 23 as correct and available.

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

Not to Exceed Fees	\$90,264.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$79,000.00
TOTAL	\$169,264.00
AAC – Compliance Review Date	MPG 9/28/23
AAC – Funding Eligibility Review Date	9/28/23

September 27, 2023 **REV 2**

Tuan Nguyen, P.E.
Manager, Civil Engineering

Greater Orlando Aviation Authority
Orlando International Airport
5855 Cargo Road
Orlando, FL 32827
407-825-4662 Office
321-200-3463 Cell
tnbuyen@goaa.org

RE: Proposal for Greater Orlando Aviation Authority (GOAA) North Terminal Plumbing Assessment for Airside 2

We would like to take this opportunity to thank you for considering us to provide the following engineering services for the above-mentioned project.

Basic Building Description:

In 1978, construction of the current Landside Terminal and Airsides 1 and 3 began, opening in 1981. The original International Concourse was housed in Airside 1 and opened in 1984. Funding to commence developing the east side of the airport was bonded in 1986, with Runway 17/35 (now 17R/35L) completed in 1989.

The Orlando International Airport has a hub-and-spoke layout with large main terminal building (Landside) and four airside concourses accessible via elevated people movers, with a total of 129 gates. The main terminal building is divided into two terminals; Terminal A (on the buildings North side) and Terminal B (on the buildings South side). There are passenger check in and baggage claim facilities in both terminals, which also share two security checkpoints, one in the West Hall leading to Airside 1 & 3, and another in the East Atrium, leading to Airside 2 & 4.

The airport features an on-site Hyatt Regency hotel within the main terminal structure. The hotel is located on the East Atrium side of the terminal with a fourth-floor lobby level and guest rooms beginning on level five and above. The airport features an expansive lobby area for guests awaiting flights, convention space, several bars, retail merchants, and restaurants including a signature restaurant on the top level of the terminal building overlooking the airport facility and runways below.

Terminal A

Terminal A consists of the northern half of the main terminal, with tramway systems to Airside 1 and Airside 2. Airlines operating check-in and baggage facilities within Terminal A generally operate out of Airside 1 and Airside 2.

Terminal B

Terminal B consists of the southern half of the main terminal, with tramway systems to Airside 3 and Airside 4. Airlines operating check-in and baggage facilities within Terminal B generally operate out of Airside 3 and Airside 4, but that is not always the case. Airside 4 also houses the primary international arrivals concourses used by many European airlines.

Consulting Assessment Services:

Our scope of services will include the following items:

1. All work performed will be within the building footprint of Airside 2 located to the Northeast of the Landside Terminal Building.
2. Conduct site visits to review and assess the condition of the following existing plumbing piping.
 - a. Domestic cold, hot, and hot water return piping.
 - b. Sanitary, grease, vent, storm, and condensate piping.
 - c. Underground grease interceptors.
3. Review the existing As-Built drawings and develop an inspection phasing plan and schedule. The phasing plan will be coordinated with GOAA.
4. Perform internal inspection of the existing underground and overhead gravity piping. This will be done by video camera line inspections.
5. Perform visual inspections of the existing aboveground plumbing utilities.
6. Deliver a comprehensive assessment report which can be used to obtain contractor bids for corrective work. The report will include an assessment of the overall condition of the existing plumbing systems as described above. The following items will be defined within the report:
 - a. Full inventory of existing plumbing systems.
 - b. Estimated life expectancy of existing plumbing systems.
 - c. Recommended energy efficiency solutions, where applicable, with analysis of cost benefits.
 - d. Recommended implementation plan and schedule for repairs, replacements, and/or upgrades.
 - e. Provide video recordings of the existing underground and aboveground gravity piping.
 - f. Domestic water, waste and vent, and storm water calculations associated with the existing piping being assessed.
7. Develop As-Built plumbing utility plans in AutoCAD.

Schedule:

Estimated completion duration is 4-6 months.

Compensation (Hourly Not to Exceed):

Total = \$169,264.00

Exclusions:

1. Exterior site plumbing piping.
2. Ceiling tile replacement.
3. Videoing of sanitary, storm, and grease branch piping 3" and smaller (underground and aboveground)
4. Concrete cutting, removal, or patching of any kind.
5. Downspouts, gutters, or splash blocks.
6. Wall and floor removal or replacement.
7. Dumpsters fees.
8. Electrical, HVAC, and/or fire protection work of any kind.
9. Emergency gas shutoff valves
10. Impact fees, tap fees, meters or deposits.
11. Locating and marking existing under slab utilities.
12. No work shown on site drawings and/or connections to site work.
13. Plumbing Equipment.

Additional Services:

Any additions to the above scope of work will be performed on an hourly basis in accordance with the current billing rates as defined in the MEP continuing service contract agreement. Reimbursable expenses are included in the above price.

Please let us know if you have any questions.

Sincerely,
SGM Engineering Inc.

A handwritten signature in blue ink, appearing to read 'B. Shahnami', with a stylized flourish at the end.

Bobby Shahnami, PE
President

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	Plumbing Services	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2.0 Not to Exceed Reimbursable Fee:	\$0	\$0	\$0	\$0	\$0	\$0	\$90,264	\$0	\$90,264
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0	\$0	\$0	\$0	\$0	\$79,000	\$0	\$79,000
4.0 TOTAL CONTRACT VALUE:	\$0	\$0	\$0	\$0	\$0	\$0	\$169,264	\$0	\$169,264

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	884	0	884
TOTAL LABOR HOURS:	0	0	0	0	0	0	884	0	884
Average Hourly Rate:	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	\$102.11	#DIV/0!	\$102.11

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
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		Plumbing Services		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
SGM Engineering																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	884	\$90,264	0	\$0	884	\$90,264	102
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	884	\$90,264	0	\$0	884	\$90,264	102
Ackerman Plumbing																	
Not to Exceed Reimbursable Fee		\$0	0	\$0	0	\$0	0	\$0	0	\$0			0	\$0	0	\$0	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$79,000		\$0		\$79,000	
Sub-Total Subconsultant No. 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$79,000	0	\$0	0	\$79,000	#DIV/0!
Reimbursable Expenses for Jetting																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Subconsultant No. 2	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/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	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Subconsultant No. 3	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Subconsultant No. 4																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Subconsultant No. 4	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Subconsultant No. 5																	
Not to Exceed Reimbursable Fee	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Not to Exceed Reimbursable Expenses		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	
Sub-Total Subconsultant No. 5	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!
Total Not to Exceed Amount:	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	884	\$169,264	0	\$0	884	\$169,264	94

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

Position:	Sr. Project Manager		Sr. Engineer						CADD Technician		Administrator Assistant		TOTAL		
Rate (\$/Hour):	\$106.00		\$106.00		\$0.00		\$0.00		\$66.00		\$63.00		labor hours	Cost	Avg. Hourly Rate
	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost			
Field Evaluation															
HVAC	0	\$0	0	\$0		\$0	0	\$0		\$0		\$0	0	\$0	#DIV/0!
Plumbing	120	\$12,720	210	\$22,260		\$0	0	\$0		\$0	30	\$1,890	360	\$36,870	\$0
Electrical	0	\$0	0	\$0		\$0	0	\$0		\$0		\$0	0	\$0	#DIV/0!
	0	\$0	0	\$0		\$0	0	\$0		\$0		\$0	0	\$0	#DIV/0!
Sub-Total Field Evaluation	120	\$12,720	210	\$22,260	0	\$0	0	\$0	0	\$0	30	\$1,890	360	\$36,870	\$102
Report Preparation															
HVAC	0	\$0	0	\$0	0	\$0		\$0		\$0		\$0	0	\$0	#DIV/0!
Plumbing	75	\$7,950	215	\$22,790	0	\$0		\$0		\$0	25	\$1,575	315	\$32,315	\$0
Electrical	0	\$0	0	\$0	0	\$0		\$0		\$0		\$0	0	\$0	#DIV/0!
	0	\$0	0	\$0		\$0		\$0		\$0		\$0	0	\$0	#DIV/0!
Sub-Total Report Preparation	75	\$7,950	215	\$22,790	0	\$0	0	\$0	0	\$0	25	\$1,575	315	\$32,315	\$103
Review Meeting															
HVAC	0	\$0	0	\$0		\$0		\$0		\$0		\$0	0	\$0	#DIV/0!
Plumbing	25	\$2,650	25	\$2,650		\$0		\$0		\$0	5	\$315	55	\$5,615	\$102
Electrical	0	\$0	0	\$0		\$0		\$0		\$0		\$0	0	\$0	#DIV/0!
Sub Total Review Meeting	25	\$2,650	25	\$2,650	0	\$0	0	\$0	0	\$0	5	\$315	55	\$5,615	\$102
Revit Development															
AutoCAD Preparation	0	\$0	95	\$10,070	0	\$0		\$0	0	\$0	20	\$1,260	115	\$11,330	\$99
Additional Field Observations	0	\$0	39	\$4,134	0	\$0		\$0		\$0	0	\$0	39	\$4,134	\$106
Sub-Total Project Management	0	\$0	134	\$14,204	0	\$0	0	\$0	0	\$0	20	\$1,260	154	\$15,464	\$100
TOTAL FEE:	220	\$23,320	584	\$61,904	0	\$0	0	\$0	0	\$0	80	\$5,040	884	\$90,264	\$102

NOTES:

1. A separate spreadsheet is required for each consultant/sub 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.

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

REIMBURSABLE EXPENSES

Amount

Expenses

Ackerman Plumbing	\$ 79,000.00
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Total	\$ 79,000.00
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A complete breakdown of estimated reimbursable expenses, if any, which will be compensated on a not to exceed reimbursable basis, shall be included in this section. The Consultant may use any format for this breakdown, provided that it clearly defines the basis for the not to exceed amount. A breakdown of each subconsultant's expenses is also required.

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.

[illegible]

EXHIBIT B

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Greater Orlando Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Greater Orlando Aviation Authority, whichever is later.

Consultant: SGM Engineering, Inc.

By: 

Print Name: Bobby Shahnami

Date: 9/27/2023

EXHIBIT C



2011 WHITFIELD PARK LOOP • SARASOTA, FLORIDA 34243

TELEPHONE 941.755.7448 • FAX 941.756.7448 • TOLL FREE 877.755.7448

September 12, 2023

SGM Engineering MEP Consulting Engineers
935 Lake Balwin Lane
Orlando, FL 32814

Attn: Julian M. Harris - julian@sgmengineering.com

**RE: GOAA – Orlando, FL
Sewer Inspection and Clean Waste Lines**

In response to your request to aid in a plumbing assessment of the Airside 2 building at the Orlando International Airport North Terminal; Part of our assessment includes an internal inspection (camera scoping) of gravity plumbing systems, we hereby offer the following:

Plumbing Supervisor	\$140.00/hr
Service Plumber	\$125.00/hr
Plumber's Helper (if needed)	\$85.00/hr
2 nd Shift Differential	x15%
3 rd Shift Differential	x20%
Service Plumber Overtime	\$175.00/hr
Plumber's Helper Overtime.....	\$125.00/hr
Sewer Camera/Locator	\$225.00/day
Electric Jetter.....	\$350.00/day
Exterior Large Pipe Jetter.....	Subcontractor's cost plus 15%
Material	Cost Plus 15%
Not To Exceed.....	\$79,000.00

Scope:

1. Camera scoping and recording of all above and below ground sanitary, storm, and grease piping 3" and larger within the building footprint
2. Installing cleanouts where needed (up to 20 cleanouts).
3. Jetting of the underground grease and sanitary piping where needed

Exclusions:

- A. Exterior site plumbing permit
- B. Ceiling tile replacement
- C. Videoing of sanitary, storm, grease branch piping 3" and smaller underground and above ground
- D. Concrete cutting, removal, or patching of any kind
- E. Downspouts, gutters, or splash blocks
- F. Dumpsters and/or dumpster fees
- G. Electrical, HVAC and/or fire protection work of any kind
- H. Emergency gas shut off valves
- I. Impact fees, tap fees, meters, or deposits
- J. Locating and marking existing under slab utilities
- K. No work shown on site drawings and/or connections to site work
- L. Plumbing equipment
- M. Ceiling tile/grid removal or replacement

EXHIBIT C



2011 WHITFIELD PARK LOOP • SARASOTA, FLORIDA 34243

TELEPHONE 941.755.7448 • FAX 941.756.7448 • TOLL FREE 877.755.7448

We appreciate the opportunity to quote in our field of expertise. Should you have any questions, please do not hesitate to contact me at 941.755.7448 ext. 106.

Respectfully,
ACKERMAN PLUMBING, INC.

Eric J. Ackerman

Eric J. Ackerman
President

EJA/ldf



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: October 03, 2023

Re: Request for Approval of an Addendum to the Continuing MEP Engineering Services Agreement with SGM Engineering, Inc. for Plumbing Engineering Services for W-00488 Airside 2 Plumbing Survey and Analysis, Orlando International Airport

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

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