

**AMENDMENT 3 to ADDENDUM NO. 48
TO THE AGREEMENT DATED JANUARY 8, 2021
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND RICONDO & ASSOCIATES, INC.**

Project: No Cost Budget Reallocation for Concept Planning Services for W-S00211, Development of the Program Definition Document (PDD) for the Terminal C, Phase 2 Program, Orlando International Airport

THIS AMENDMENT is effective this 18th day of November, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (“Aviation Authority”), and **RICONDO & ASSOCIATES, INC.** (“Consultant”).

WITNESSETH:

WHEREAS, by Agreement dated January 8, 2021, Aviation Authority and Consultant entered into an agreement for Consultant to provide General Consulting Services; and

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


WHEREAS, the Aviation Authority and the Consultant desire to enter into this Amendment to the Agreement to provide for a no-cost reallocation of 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 Aviation Authority and the Consultant do hereby agree as follows:


1. Consultant shall perform services in accordance with the terms of the Agreement and the attached Exhibit “A.” Consultant shall be paid for such services according to the payment terms set forth in the Agreement.
2. Except as expressly modified in this Amendment, the Agreement dated January 8, 2021 and all prior addenda remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment this day of Nov 22, 2024.

GREATER ORLANDO AVIATION AUTHORITY


box SIGN 4W88Q9ZJ-1VPR5J8P

By: _____
Max Marble
Sr. Vice President, Capital Programs

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Nov 21, 2024

By: box SIGN 47R2R2V8-1VPR5J8P
Becker & Poliakoff, Legal Counsel
Greater Orlando Aviation Authority

RICONDO & ASSOCIATES, INC.


box SIGN 4LWR3Z2Q-1VPR5J8P

By: _____
Signature (Duly Authorized Rep.)
Pete Ricondo

Printed Name
Senior Vice President

Title

NONGOVERNMENTAL ENTITY DECLARATION REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Nongovernmental Entity's Name: Ricondo & Associates, Inc.

Nongovernmental Entity's FEIN: 36-3663903

Authorized Officer or Representative Name and Title: Pete Ricondo, Sr. Vice President

Nongovernmental Entity's Address: 11486 Corporate Blvd. Suite 140 Orlando FL 32817

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: 
boxSIGN 4LWR3Z2Q-1VPR5J8P

Authorized Officer or Representative

Senior Vice President

Name and Title

Nov 20, 2024

Date

MEMORANDUM

TO: Members of the Construction Committee

FROM: Max Marble, SVP of Capital Programs

DATE: November 12, 2024

ITEM DESCRIPTION

Request for Approval of No-Cost Amendment to Addendum 48 to the General Consulting Services Agreement with Ricondo & Associates, Inc. for Additional Concept Planning Services for W-S00211, Terminal C, Phase 2 Program Definition Document Development at the Orlando International Airport

BACKGROUND

On October 18, 2023, the Aviation Authority approved Addendum 48 for W-S00211 with Ricondo & Associates, Inc. for Concept Planning Services for W-S00211, Terminal C, Phase 2 Program Definition Document Development at the Orlando International Airport (Amendment 000 for \$ 1,090,217.00). On May 15, 2024, the Aviation Authority approved Amendment 001 to Addendum 48 for W-S00211 with Ricondo & Associates, Inc. for additional Concept Planning Services for W-S00211, Terminal C, Phase 2 Program Definition Document Development at the Orlando International Airport (Amendment 001 for \$1,018,559.00).

ISSUES

Since the time of the approvals, Ricondo has reallocated funds not utilized by subconsultants to support Ricondo tasks and is requesting approval. See the Consultant’s proposal, dated October 30, 2024 for this retroactive request. Additional scope has been provided as noted in the proposal. This item is a no cost reallocation.

If approved, services will be effective the date of Construction Committee approval retroactive to October 18, 2023.

SMALL BUSINESS

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

ALTERNATIVES

None.

FISCAL IMPACT

No Fiscal Impact.

RECOMMENDED ACTION

It is respectfully requested that the Construction Committee approve an Amendment to Addendum 48 Amendment 000 and 001 to the General Consulting Services Agreement with Ricondo & Associates, Inc. for the services contained herein and the amount shown below:

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$0.00
AAC– Compliance Review Date	
AAC– Funding Eligibility Review Date	

**CC
 ITEM IV-D
 11/12/2024**

October 30, 2024

Mr. Max Marble
Senior Vice President, Capital Programs
Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827

RE: W-S00211, Development of the Program Definition Document for the Terminal C, Phase 2 Program
No-Cost Budget Reallocation Request

Dear Mr. Marble:

Please accept this letter as a formal request to reallocate funds not used by the subconsultants for Addendum No. 048, *W-S00211, Development of the Program Definition Document (PDD) for the Terminal C, Phase 2 Program*, to Ricondo & Associates, Inc (Ricondo). The proposed no-cost budget reallocation request supports Ricondo's additional analyses and support for the Aviation Authority's capital improvement program (CIP) process conducted prior to GOAA approving Amendment 1 to Addendum No. 48 on May 15, 2024. The work was not foreseen when the project was initially scoped but was performed to provide timely information in support of the CIP development under a verbal agreement between the GOAA PM and the Ricondo PM that Ricondo would be reimbursed for the effort as long as costs were maintained within the bottom-line total of the ADD 048 contract.

The reallocation of unused subconsultant fees has been coordinated with each team member. All scoped services are completed and invoices for the completed work have been submitted to Ricondo by the subconsultants. Correspondence stating their approval of the transfer is available upon request. All subconsultants have scope and fee included in Amendment 1 and any unused fee at the end of the project will be reconciled in the final invoice.

As noted in **Table 1**, the total not to exceed budget for the Terminal C Phase 2 PDD would remain the same after the following adjustments:

- Reallocate unused funds for TLC Engineering Solutions, a total of \$31,883.00, to Ricondo.
- Reallocate unused funds for Matern Professional Engineering, a total of \$11,621.75, to Ricondo.
- Reallocate unused funds for Anser Advisory, a total of \$653.00, to Ricondo.
- Reallocate unused funds for Lea+Elliott, a total of \$17,521.50, to Ricondo.
- Reallocate unused funds for Studdiford Technical Solutions, a total of \$11,745.00, to Ricondo.
- Reallocate unused funds for Burns Engineering, a total of \$22,088.00, to Ricondo.
- Reallocate unused funds for Graphic Support Services, a total of \$15,128.00, to Ricondo.
- Reallocate unused funds for HDR, Inc., a total of \$28.50, to Ricondo.

Mr. Max Marble,
 Greater Orlando Aviation Authority
 October 30, 2024
 Page 2

- Reallocate unused funds for AirProjects, a total of \$28,922.00, to Ricondo.

TABLE 1 BUDGET REALLOCATION

FIRM	CURRENT CONTRACT AMOUNT	ADJUSTED PROPOSED AMOUNT	DIFFERENCE
Ricondo	\$551,156.00	\$690,746.75	\$139,590.75
TLC Engineering Solutions	\$57,828.00	\$25,945.00	-\$31,883.00
Matern Professional Engineering	\$37,324.00	\$25,702.25	-\$11,621.75
Anser Advisory	\$57,520.00	\$56,867.00	-\$653.00
Lea+Elliott	\$145,412.00	\$127,890.50	-\$17,521.50
Studdiford Technical Solutions, LLC	\$26,451.00	\$14,706.00	-\$11,745.00
Burns Engineering	\$50,720.00	\$28,632.00	-\$22,088.00
Graphic Support Services	\$15,376.00	\$248.00	-\$15,128.00
HDR, Inc.	\$52,433.00	\$52,404.50	-\$28.50
AirProjects, Inc.	\$95,997.00	\$67,075.00	-\$28,922.00
TOTAL NOT TO EXCEED AMOUNT	\$1,090,217.00	\$1,090,217.00	\$0.00

Each subcontractor listed in Table 1 was provided with written notice from Ricondo of the budget reallocations, and each subcontractor provided email concurrence of the adjusted amounts to Ricondo. There is no impact to the currently contracted scope due to this transfer. Further, we have notified and received approval from the GOAA Small Business office for the reallocation of funds that include two small business companies (Graphic Support Services and AirProjects, Inc.).

We propose reallocation of these identified excess funds to Ricondo’s not-to-exceed contract amount within Addendum No. 048.

We appreciate the opportunity to continue serving and supporting the Aviation Authority. If you require additional information regarding this request, please contact me at (404) 931-4742 or via email at shyde@ricondo.com.

Sincerely,

RICONDO & ASSOCIATES, INC.



Scott Hyde, RA
 Director

cc: 21041212; Carolyn Binder; Pete Ricondo



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: October 30, 2024

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: November 12, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum 48 to the General Consulting Services Agreement with Ricondo & Associates, Inc. for Additional Concept Planning Services for W-S00211, Terminal C, Phase 2 Program Definition Document Development the at Orlando International Airport (MCO).

SMALL BUSINESS

The proposed no-cost reallocation of funds for Addendum 48 results in a reduction of small business participation from 10% to 6%, as shown in the table below. Our analysis indicates that Ricondo & Associates, Inc. is eligible for the award of the subject amendment to Addendum 48.

Small Business Subconsultants	SBD Type	Addendum 48	Proposed Reallocation	Total
AirProjects, Inc.	MWBE	95,997.00	(28,922.00)	67,075.00
Graphics Support Services, Inc., DBA GSS Creative	MWBE	15,376.00	(15,128.00)	248.00
Subtotal Sm Bus Subconsultants		111,373.00	(44,050.00)	67,323.00
Total Amount Approved		1,090,217.00	-	1,090,217.00
%		10%		6%