

**ADDENDUM NO. 32
TO THE AGREEMENT DATED SEPTEMBER 15, 2015
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND BURNS ENGINEERING, INC.**

Project: TSA Duress Study for the Changing Regulatory Requirements Program for E-S0018, MCO Terminal C TSA Duress System, Orlando International Airport

THIS ADDENDUM is effective this 26th day of September, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **BURNS ENGINEERING, INC.** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated September 15, 2015, Authority and Consultant entered into an agreement for Consultant to provide **Technology and Multi-Media System Specialty Engineer for the South Terminal C, Phase 1** 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 **EIGHT THOUSAND SEVEN HUNDRED THIRTY-SIX AND NO/100 DOLLARS (\$8,736.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$8,736.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$8,736.00

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 15, 2015 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 October 20, 2023.

GREATER ORLANDO AVIATION AUTHORITY



By: 
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 Oct 20, 2023**



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

BURNS ENGINEERING, INC.



By: 
Signature (Duly Authorized Rep.)
Brian Phillips
Printed Name
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: Scott Shedek, Vice President of Construction
(prepared by Ksenia Merck, OAR)

Date: September 26, 2023

Re: Request for Approval of an Addendum to the Technology and Multi-Media Systems Specialty Engineer for South Terminal C, Phase 1, Agreement with Burns Engineering Inc. for a TSA Duress Study for the Changing Regulatory Requirements Program for E-S00018-MCO Terminal C TSA Duress System at Orlando International Airport

Consultant's proposal, dated August 30, 2023, is to provide a study for the TSA Duress system and its integration into the campus Physical Access Control System at Terminal C.

If approved, these services would be effective September 26, 2023.

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 General Airport Revenue Bonds. Funding source verified by Melvin Martinez of Construction Finance on 09 / 21 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Technology and Multi-Media Systems Specialty Engineer for South Terminal C, Phase 1 Agreement with Burns Engineering, Inc. for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$8,736.00
Not to Exceed Expenses	\$0.00
TOTAL	\$8,736.00
AAC – Compliance Review Date	9/21/2023 <i>ZTG</i>
AAC – Funding Eligibility Review Date	9/21/2023



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: September 26, 2023

Re: Request for Approval of an Addendum to the Technology and Multi-Media Systems Specialty Engineer for South Terminal C, Phase 1, Agreement with Burns Engineering Inc. for a TSA Duress Study for the Changing Regulatory Requirements Program for E-S00018-MCO Terminal C TSA Duress System at Orlando International Airport

We have reviewed the proposal and determined that, due to the specialized scope of the services to be provided, Burns Engineering, Inc. does not propose small business participation on this Addendum.

Our analysis indicates that Burns Engineering, Inc. is eligible for award of the subject Addendum.



BURNS ENGINEERING, INC. | BURNS-GROUP.COM

TWO COMMERCE SQUARE, 2001 MARKET ST SUITE 600, PHILADELPHIA, PA 19103 | 215 979-7700

August 30, 2023

Mr. Scott Shedeck, P.E.
Vice President of Construction
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, Florida 32824

**Re: Professional Fee Proposal for:
Technology and Multi-Media Specialty Systems Engineer for the South Terminal C, Phase 1
(WS-113), Orlando International Airport – LST TSA Duress Study**

Dear Scott,

Burns Engineering, Inc. (Burns) appreciates the opportunity to submit this proposal for professional design services on the South Terminal C Phase 1 TSA Duress Button Study for the Greater Orlando Aviation Authority (GOAA).

LST TSA Duress Study

This proposal includes the Burns Team's fee to research technology options to integrate TSA duress buttons in the South Terminal into the campus Physical Access Control System (PACS) in lieu of a TSA stand-alone system.

Scope of Work

Research activities regarding the integration of TSA Duress Buttons with the GOAA PACS:

1. Perform Drawing research of the existing TSA duress design in South Terminal C.
2. Perform field survey to document duress button locations and determine conduit/cable pathway to PACS field panels.
3. Research technology solutions to integrate TSA duress buttons in South Terminal C into the campus PACS.
4. Develop systems block diagrams with connectivity options.
5. Attend meeting with GOAA and TSA Stakeholders to discuss findings and present design solutions.
6. Develop recommendations and options narrative.

Professional Fees

Burns has based this proposal on a Lump Sum Fee, to be billed on a percent complete basis. See the attached C-tables for more detailed information:



BURNS ENGINEERING, INC. | BURNS-GROUP.COM

TWO COMMERCE SQUARE, 2001 MARKET ST. SUITE 600, PHILADELPHIA, PA 19103 | 215-979-7700

TSA Duress Study: \$8,736.00

We hope this proposal meets with your approval, and I am available to discuss with you or your staff any aspect of the information contained herein. Burns is committed to serving GOAA with our fullest capabilities. Please do not hesitate to contact me at 215-979-7700 ext. 7725 if you need anything further.

Regards,

Burns Engineering, Inc.

A handwritten signature in black ink, appearing to read "Brian Phillips", is written over a horizontal line.

Brian Phillips, PE
Vice President, Aviation

2016-093

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-1
SUMMARY OF TOTAL CONTRACT VALUE
LST TSA Duress Study

Phase of Project:	Preliminary Design	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$8,736.00	\$8,736.00
4.0 TOTAL CONTRACT VALUE:	\$8,736.00	\$8,736.00
Total Lump Sum Labor Hours:	48.00	48.00
TOTAL LABOR HOURS:	48.00	48.00
Average Hourly Rate:	\$182.00	\$182.00

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-2
SUMMARY OF LUMP SUM FEES

Phase of Project:	Preliminary Design		TOTAL		
	labor hours	Total Fee	labor hours	Cost	Avg. Rate
Burns Engineering, Inc.					
Lump Sum Fee Subtotal Subtotal	48	\$8,736	48	\$8,736.00	\$182
Total Lump Sum Amount:	48	\$8,736	48	\$8,736.00	\$182

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE C-3

BREAKDOWN OF LUMP SUM FEES

Position:	Building	Sr. Project Manager		Sr. Engineer		TOTAL		
		labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):			\$232.00		\$172.00			
Burns Engineering, Inc.								
Preliminary Design								
Drawing Research	LST	0	\$0	4	\$688	4	\$688	\$172
Field Survey	LST	0	\$0	8	\$1,376	8	\$1,376	\$172
Technology Research	LST	0	\$0	8	\$1,376	8	\$1,376	\$172
Create Block Diagram Options	LST	2	\$464	8	\$1,376	10	\$1,840	\$184
Presentation of Findings Meeting	LST	4	\$928	4	\$688	8	\$1,616	\$202
Develop Recommendations and Options Narrative	LST	2	\$464	8	\$1,376	10	\$1,840	\$184
Sub-Total Preliminary Design		8	\$1,856	40	\$6,880	48	\$9,736	\$182
TOTAL LUMP SUM FEE:		8	\$1,856	40	\$6,880	48	\$9,736.00	\$182

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-7a, C-7b and C-7c
PARTICIPATION SCHEDULES**

TABLE C-7a DBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
				0
				0
TOTAL PROPOSED PARTICIPATION			\$0.00	0

TABLE C-7b MWBE PARTICIPATION SCHEDULE

NAME OF SUBCONSULTANT	ADDRESS	MWBE CLASSIFICATION	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
Sardi Design, Inc.	1819 West Avenue, Unit 7, Miami Beach FL 33139		Multimedia Content	\$0.00	0%
TOTAL PROPOSED PARTICIPATION				\$0.00	0%

TABLE C-7c LDB PARTICIPATION SCHEDULE

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
TOTAL PROPOSED PARTICIPATION			\$0.00	0%

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
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.

FIRM	POSITION	CONTRACT HOURLY RATE
Burns Engineering, Inc.	Sr. Project Manager	\$232.00
Burns Engineering, Inc.	Sr. Engineer	\$172.00

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: Burns Engineering, Inc.

By: 

Print Name: Gregory S. Spence

Date: September 14, 2023