

**AMENDMENT NO. 1**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**BARICH, INC.**  
**TO**  
**PURCHASING AGREEMENT 24-101-A-RFP**

**THIS AMENDMENT NO. 1** made and entered into as of October 9, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as “Aviation Authority”) and **BARICH, INC.** (hereinafter referred to as “Consultant”).

**WITNESSETH:**

**WHEREAS**, by Agreement dated June 1, 2024, Consultant agreed to provide Information Technology Continuing Consulting Services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the initial term of the Agreement currently expires on May 31, 2029; and

**WHEREAS**, the Aviation Authority and Consultant agree to provide a broad range of services associated with the planning and implementation of Information Technology (IT) projects and initiatives that are identified in the Aviation Authority’s Capital Improvement Plan (CIP), Information Technology Master Plan (ITMP), the Aviation Authority’s annual project planning process, and other Information Technology projects and initiatives requested by the Aviation Authority. The Services may include project management; staff augmentation; research of specific technologies; research and concept development; IT business analysis; business case development; infrastructure and applications design, installation, configuration, development and testing; database management and administration; cyber and physical security; development of solicitation documents; functional, performance and interface requirements definition and documentation project planning; applications development, implementation and integration across multiple systems; operations and management of IT; assistance with IT roadmap or strategic plans; vendor and product evaluations and recommendations and other IT consulting services.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **Effective Date:** The effective date of this Amendment shall be October 1, 2024.
2. **Agreement Adjustment.** The Consultant’s scope of work shall be amended to include providing Research, Concept Development, and CBP Biometric Innovation Lab Program Support services during the 2025 fiscal year at the Orlando International Airport. These services shall be provided in accordance with the terms and conditions of the Agreement.
3. **Compensation.** The Aviation Authority shall pay the Consultant for the services performed, not to exceed One Hundred Fifty Thousand Dollars (\$150,000). Pricing is based on the hourly rate described in Attachment A-1, Pricing Rate. The actual amount paid will be based on work requested by the Aviation Authority and satisfactorily provided by the Consultant. Compensation will be paid pursuant to the terms and conditions outlined in the Agreement.

4. **Suits/Proceedings.** The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida. The Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Consultant agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

5. **Public Entity Crimes Act.** The Consultant acknowledges the following notice: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

**Fees Associated with Identification Badges and Keys.** The Consultant shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

**Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**

6. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 1, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Amendment No. 1 to be executed in its name by its Chief Executive Officer, or designee, and the said Consultant.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

*Kelly L Loll*

By: **box** SIGN 15QY5K9L-422979YW

Title: VP Procurement Services

Date: Oct 9, 2024

“CONSULTANT”

*Justin Phy*

By: **box** SIGN 13LOK5VZ-1RKW328L

Justin Phy, President  
Print or Type Name and Title

Date: Sep 26, 2024

APPROVED AS TO FORM AND LEGALITY

on this date Oct 4, 2024 for the use and reliance  
of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

*Jo O. Thacker*

By: **box** SIGN 1R68P9LP-422979YW

Title: Partner

**ATTACHMENT "A-1"**  
First Year ( Period

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
1	App. Prog./Analyst	Hourly	\$108.00
2	Associate Business Analyst	Hourly	\$110.00
3	Business Analyst	Hourly	\$140.00
4	Clerical	Hourly	\$65.00
5	Consultant	Hourly	\$160.00
6	Contract Administrator	Hourly	\$138.00
7	Design Technician	Hourly	\$150.00
8	Database Administrator	Hourly	\$150.00
9	GIS Admin/Analyst	Hourly	\$150.00
10	IT Architect	Hourly	\$106.00
11	IT Buyer	Hourly	
12	IT Contracts Administrator	Hourly	
13	IT Contracts Manager	Hourly	
14	IT Systems Specialist	Hourly	\$90.00
15	Network Engineer	Hourly	\$82.00
16	Principal	Hourly	\$265.00
17	Principal Consultant II	Hourly	\$290.00
18	Program/Project Manager	Hourly	\$210.00
19	Project Coordinator	Hourly	\$85.00
20	Project Manager	Hourly	\$160.00
21	Project-Program Coordinator	Hourly	\$124.00
22	Senior Consultant	Hourly	\$210.00
23	Senior Managing Consultant	Hourly	\$240.00
24	Senior Project Manager	Hourly	\$200.00
25	Service Desk Representative	Hourly	\$74.00
26	Sr. App. Prog./Analyst	Hourly	\$165.00
27	Sr. Business Analyst	Hourly	\$190.00
28	Sr. Engineer I	Hourly	
29	Sr. IT Architect	Hourly	\$170.00
30	Sr. IT Systems Consultant	Hourly	\$170.00
31	Sr. IT Systems Operator	Hourly	\$135.00
32	Sr. IT Systems Specialist	Hourly	\$145.00

Line Item	Description	Unit of Measure	Unit Cost
33	Sr. Network Engineer	Hourly	\$141.00
34	Sr. QA Engineer	Hourly	\$135.00
35	Sr. Security Systems Specialist	Hourly	\$240.00
36	Sr. Service Desk Representative	Hourly	\$85.00
37	Sr. System Engineer	Hourly	\$175.00
38	Sr. Systems Admin	Hourly	\$132.00
39	Sr. Telecom Engineer	Hourly	\$180.00
40	Subject Matter Expert (SME)	Hourly	\$200.00
41	System Analyst	Hourly	\$100.00
42	Telecom Engineer/Analyst	Hourly	\$110.00
43	Travel Premium	Hourly	\$60.00
<b>ADDITIONAL POSITIONS</b>			
1	BIM/Revit Tech	Hourly	\$145.00
2	Cyber Security Technician III	Hourly	\$132.00
3	Jr. IT Systems Specialist	Hourly	\$63.00
4	Passenger Processing Systems Support Technician	Hourly	\$53.00
5	Principal Consultant I	Hourly	\$265.00
6	Security Systems Specialist	Hourly	\$215.00
7	Senior Low Voltage Technician	Hourly	\$157.00
8	Senior Systems Administrator	Hourly	\$145.00
9	Sr. Passenger Processing Systems Support Technician	Hourly	\$64.00
10	Systems Admin	Hourly	\$88.00

ATTACHMENT C-1

**GREATER ORLANDO AVIATION AUTHORITY**  
**Nongovernmental Entity Declaration Regarding**  
**the Use of Coercion for Labor and Services**

Nongovernmental Entity's Name:	Barich Inc.				
Nongovernmental Entity's FEIN:	[REDACTED]				
Authorized Officer or Representative Name and Title:	<b>Justin Phy - President</b>				
Nongovernmental Entity's Address:	#283 24200 SW Fwy Ste 402				
City:	<b>Rosenberg</b>	State:	<b>TX</b>	ZIP:	<b>77471</b>
Phone Number:	<b>832-971-0313</b>				
Email Address:	<b>justin.phy@barich.net</b>				

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: *Justin Phy*  
Authorized Officer or Representative for Nongovernmental Entity  
Signer ID: QLGUK3TCA9...  
Print Name and Title: **Justin Phy - President**  
Date: **9/30/2024**