

**ADDENDUM NO. 33  
TO THE AGREEMENT DATED SEPTEMBER 15, 2015  
BETWEEN GREATER ORLANDO AVIATION AUTHORITY  
AND BURNS ENGINEERING, INC.**

**Project: FIS Pier Mode LEDs Design for W-S00113, South Terminal C Phase 1 - Technology and Multi-Media Services in Support of W-S151 Terminal C Design and Project Oversight Services, Orlando International Airport**

**THIS ADDENDUM** is effective this 5<sup>th</sup> day of December, 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 SIX HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$8,634.00)**, broken down as follows:

<b>Professional Fees:</b>	<b>NTE:</b>	<b>\$0.00</b>
<b>Professional Fees:</b>	<b>LS:</b>	<b>\$8,634.00</b>
<b>Reimbursable Expenses:</b>	<b>NTE:</b>	<b><u>\$0.00</u></b>
<b>Total:</b>		<b>\$8,634.00</b>

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 Jan 5, 2024.

**GREATER ORLANDO AVIATION AUTHORITY**

*Scott Shedeck*

By:

boxSIGN

19RL7LV4-4KQ6QZVX

Max Marble  
Sr. Vice President, Capital Programs  
Construction Committee Chair

 Designee (3).pdf

**BURNS ENGINEERING, INC.**

*Brian Phillips*

By:

boxSIGN

4Q8ZK6JX-4KQ6QZVX

Signature (Duly Authorized Rep.)

Brian Phillips

Printed Name

Vice President

Title

Approved as to Form and Legality  
(for the benefit of GOAA only)  
this day of Jan 2, 2024

*Karen Ryan*

By: boxSIGN

1JBRLK51-4KQ6QZVX

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



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:** December 5, 2023

**Re:** Request for Approval of an Addendum to the Technology and Multi-Media Systems Specialty Engineer for the South Terminal C, Phase I Agreement with Burns Engineering Inc. for W-S00151 Terminal C Design and Project Oversight Services for the FIS Pier Mode LEDs Design for the South Terminal C, Phase I Technology and Multi-Media Services (W-S00113) at Orlando International Airport

Consultant's proposal, dated November 22, 2023, is to provide design for the E-S00017 Terminal C FIS Pier Mode Leds and ACS improvements for indicator lights at each International gate (15) at the sterile corridor at Terminal C.

If approved, these services would be effective the date of Construction Committee approval.

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 previously approved General Airport Revenue Bonds. Funding source verified by VHinds of Construction Finance on 11/29/23 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 the 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	\$8,634.00
Not to Exceed Expenses	\$0.00
<b>TOTAL</b>	<b>\$8,634.00</b>
AAC – Compliance Review Date	<i>SJ</i> 11/29/23
AAC – Funding Eligibility Review Date	11/29/23



BURNS ENGINEERING, INC. | BURNS-GROUP.COM

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

November 22, 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 – ASC Pier Mode LEDs**

Dear Scott,

Burns Engineering, Inc. (Burns) appreciates the opportunity to submit this proposal for professional design services on the South Terminal C Phase 1 ASC to include Pier Mode LED status at the 15 international gates on the FIS level for the Greater Orlando Aviation Authority (GOAA).

#### **ASC Pier Mode LEDs**

This proposal includes the Burns Team's fee to develop construction documents to design the addition of the LEDs in the South Terminal into the campus Physical Access Control System (PACS).

#### **Scope of Work**

Design activities required to document the LEDs into the GOAA PACS:

1. Perform field survey of existing conditions
2. Create construction documents to locate LEDs at 15 gates above the existing card reader on the FIS level.
3. Specify new cabling from each LED to the respective door interface box within new or existing conduit pending field survey.
4. Specify existing PACS control panel wiring to support the additional LEDs and update sequence of operation.

#### **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:

ASC Pier Mode LEDs: \$8,634.00



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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 faint, light blue circular stamp.

Brian Phillips, PE  
Vice President, Aviation

2016-093

**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL**  
**TABLE C-1**  
**SUMMARY OF TOTAL CONTRACT VALUE**  
**ASC Pier Mode LEDs**

<b>Phase of Project:</b>	<b>Preliminary Design</b>	<b>TOTAL CONTRACT</b>
1.0 Lump Sum Fee:	\$8,634.00	<b>\$8,634.00</b>
<b>4.0 TOTAL CONTRACT VALUE:</b>	<b>\$8,634.00</b>	<b>\$8,634.00</b>
Total Lump Sum Labor Hours:	64.00	<b>64.00</b>
<b>TOTAL LABOR HOURS:</b>	<b>64.00</b>	<b>64.00</b>
<b>Average Hourly Rate:</b>	\$134.91	\$134.91

# 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
<b>Burns Engineering, Inc.</b>					
Lump Sum Fee Subtotal Subtotal	64	\$8,634	64	\$8,634.00	\$135
<b>Total Lump Sum Amount:</b>	<b>64</b>	<b>\$8,634</b>	<b>64</b>	<b>\$8,634.00</b>	<b>\$135</b>

# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE C-3

## BREAKDOWN OF LUMP SUM FEES

Position:		Sr. Project Manager		Sr. Engineer		QA/QC Reviewer		Project Engineer/Designer		Sr. CADD Technician		TOTAL		
Rate (\$/Hour):		Building		\$232.00		\$172.00		\$165.00		\$140.00		\$88.00		Avg. Hourly Rate
Burns Engineering, Inc.		labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	
Preliminary Design														
Field Survey	LST	0	\$0	0	\$0	0	\$0	4	\$560	0	\$0	4	\$560	\$140
Drawings	LST	2	\$464	24	\$4,128	2	\$330	0	\$0	28	\$2,464	56	\$7,386	\$132
Specification Update	LST	0	\$0	4	\$688	0	\$0	0	\$0	0	\$0	4	\$688	\$172
TOTAL LUMP SUM FEE:		2	\$464	28	\$4,816	2	\$330.00	4	\$560	28	\$2,464	64	\$8,634.00	\$135



**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
<b>TOTAL PROPOSED PARTICIPATION</b>			<b>\$0.00</b>	<b>0</b>

**TABLE C-7b MWBE PARTICIPATION SCHEDULE**

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

**TABLE C-7c LDB PARTICIPATION SCHEDULE**

NAME OF FIRM	ADDRESS	PROPOSED SCOPE OF SERVICES	FEE	PROPOSED PARTICIPATION
<b>TOTAL PROPOSED PARTICIPATION</b>			<b>\$0.00</b>	<b>0%</b>

**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.

<b>FIRM</b>	<b>POSITION</b>	<b>CONTRACT HOURLY RATE</b>
Burns Engineering, Inc.	Sr. Project Manager	\$232.00
Burns Engineering, Inc.	Sr. Engineer	\$172.00
Burns Engineering, Inc.	QA/QC Reviewer	\$165.00
Burns Engineering, Inc.	Project Engineer/Designer	\$140.00
Burns Engineering, Inc.	Sr. CADD Technician	\$88.00

## 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: November 22, 2023

**MEMORANDUM**

**TO:** Members of the Construction Committee

**FROM:** Edelis Molina, Manager Small Business Programs

**DATE:** December 05, 2023

**RE:** Request for Approval of an Addendum to the Technology and Multi-Media Systems Specialty Engineer for the South Terminal C, Phase I Agreement with Burns Engineering, Inc. for W-S00151 Terminal C Design and Project Oversight Services for the FIS Pier Mode LEDs Design for the South Terminal C, Phase I Technology and Multi-Media Services (W-S00113) at Orlando International Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the limited and 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.