

**ADDENDUM NO. 21
TO THE AGREEMENT DATED MAY 16, 2016
BETWEEN GREATER ORLANDO AVIATION AUTHORITY
AND MSE GROUP, LLC**

Project: FY21 Stormwater Best Management Practices (BMP) Audits for W-S00116, South Terminal C, Phase 1 – Support Services (Other Costs), Orlando International Airport

THIS ADDENDUM is effective this 1st day of October, 2020, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **MSE Group, LLC** ("Consultant").

WITNESSETH:

WHEREAS, by Agreement dated May 16, 2016 Authority and Consultant entered into an agreement for Consultant to provide **Continuing Environmental** 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 **FORTY-SIX THOUSAND EIGHT HUNDRED SIXTY AND NO/100 DOLLARS (\$46,860.00)**, broken down as follows:

Professional Fees:	NTE:	\$43,670.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$3,190.00</u>
Total:		\$46,860.00

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.

5. Paragraph 19.12 is amended as follows:

19.12 Whistle Blower Reporting Line

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle-Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Consultant suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to GOAA@integritycounts.ca or through the online reporting form at www.integritycounts.ca/org/GOAA. The Consultant shall include this reporting requirement in all subcontracts and vendor agreements. The Consultant is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

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 May 16, 2016 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 3rd day of November, 2020.


GREATER ORLANDO AVIATION AUTHORITY

By: 

Phillip N. Brown, A.A.E.
Chief Executive Officer

Approved as to Form and Legality
(for the benefit of GOAA only)

this 3 day of Nov., 2020

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

MSE GROUP, LLC

By: 
Signature (Duly Authorized Rep.)

Ashley Signorelli

Printed Name

Program Manager

Title



Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Dan Carrington Environmental Manager

Date: September 29, 2020

Re: Request for Approval of an Addendum to the Continuing Environmental Consulting Services Agreement with MSE Group, LLC to provide FY21 Stormwater Best Management Practices (BMP) Audits for W-S00116, South Terminal C, Phase 1 – Support Services (Other Costs) at Orlando International Airport

Consultant's attached proposal, dated August 13, 2020, is to assist GOAA with completing Stormwater Best Management Practices (BMPs) audits at the South Terminal Complex at Orlando International Airport.

If approved, these services would be effective October 1, 2020.

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 General Airport Revenue Bonds. Funding source verified by Dan Carrington of Construction Finance on 9/24/20 as correct and available.

It is respectfully requested that the Construction Committee approve an Addendum to the Continuing Environmental Consulting Services Agreement with MSE Group, LLC for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$43,670.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$3,190.00
TOTAL	\$46,860.00
Reviewed by RWBC	<i>JSS</i>



August 13, 2020

Electronic Mail Delivery Only

dcarrington@goaa.org

Dan Carrington
Greater Orlando Aviation Authority (GOAA)
5855 Cargo Road
Orlando, Florida 32827

**RE: Proposal – FY2021 GOAA South Terminal Stormwater BMP Audit Program
Orlando International Airport (OIA), Orlando, Florida
Continuing Environmental Consulting Services - May 16, 2016**

Dear Mr. Carrington:

MSE Group, LLC (MSE) is pleased to submit the following proposal to assist GOAA with completing stormwater Best Management Practices (BMPs) audits at the south terminal construction site for fiscal year (FY) 2021 (October 2020 – September 2021). These services will be provided under MSE's Agreement for Continuing Environmental Consulting Services, dated May 16, 2016.

GOAA established a surface water quality monitoring program in 1978 for OIA. Due to the large amount of construction occurring at GOAA, high turbidity levels have become more frequent and are impacting water quality in GOAA's stormwater management system. Poor maintenance and lack of stormwater BMPs could also be contributing to high turbidity levels. Proper installation and maintenance of stormwater BMPs will decrease the chance of high turbidity levels and provide a level of protection for the airport's natural resources.

Scope of Work

MSE has a qualified team in place and ready to support GOAA with the following tasks:

Task 1: Stormwater BMP Audits

MSE will provide all labor, materials, and equipment needed to complete the following:

- Conduct stormwater BMP audits every other week at two south terminal construction sites in accordance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit.
- Note and photograph proper and improper installation and/or maintenance of BMPs.
- Collect turbidity samples from onsite surface water and offsite construction sites on an as needed basis.
- Complete additional audits of the south terminal construction sites as requested by GOAA.

Task 2: Weekly Audit Reports

MSE will provide all labor and materials needed to execute the following:

- Complete an audit form every other week; one form for each site of the south terminal construction: Airside for Kiewit-Tumer and Landside for Tumer-Kiewit.
- Include a photograph log of proper and improper installation and/or maintenance of BMPs.



- Include recommendations for corrective actions for improper BMPs with references to the Florida Stormwater Erosion and Sedimentation Control Inspectors Manual [Florida Department of Environmental Protection (FDEP), October 2018].
- Review completed audit forms prepared by GOAA.
- Send the weekly reports via email to GOAA personnel and the contractors for each site.

Task 3: Monthly Summary Reports and Meetings

MSE will provide all labor and materials needed to complete the following:

- Prepare a monthly summary report including the results of the weekly audits.
- Include recommendations for corrective actions for the incorrect BMPs with references to the Florida Stormwater Erosion and sedimentation Control Inspectors Manual (FDEP, October 2018).
- Send the summary report via email to GOAA personnel and the contractors for each site.
- Hold a monthly meeting with GOAA personnel and contractors to discuss the monthly summary report and BMP audit findings and recommendations.
- Attend additional meetings with GOAA as requested.

Cost Proposal

The scope of services defined above will be completed on a **time and materials basis** for each requested service per the Continuing Environmental Consulting Services, dated May 16, 2016 and not to exceed **\$46,860.00**. MSE will utilize the unit rates provided in **Attachment A**.

MWBE/LDB Commitment

MSE is a certified Orange County Minority Business Enterprise that will provide the professional services needed for this project. A breakdown of the fees and expenses for each company is provided in **Attachment A**.

Closure

MSE appreciates the opportunity to submit this proposal, and we look forward to supporting GOAA on this project. If you have any questions regarding our proposal or need additional information, please contact me at 321.289.2104 or kobrien@msegroup.com.

Sincerely,
MSE Group, LLC

Keegan O'Brien, PE
Contract Manager

Attachment A – Cost Estimate

Cc. Ashley Signorelli, Robert Bogert, MSE Group, LLC

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 MSE Group, LLC

By: *AS*

Print Name: Ashley Signorelli

Date: 09/16/2020

Attachment A – Cost Estimate

**Attachment A
Cost Estimate
Greater Orlando Airport Authority**

Continuing Environmental Consulting Services - May 16, 2016

ITEM	RATE	UNIT	Number of Units	Total
MSE PERSONNEL LABOR				
Principal Engineer/Scientist	\$231.00	Hour	0	\$0.00
Associate Engineer/Scientist	\$178.00	Hour	12	\$2,136.00
Senior II Professional	\$150.00	Hour	0	\$0.00
Senior I Professional	\$126.00	Hour	0	\$0.00
Project II Professional	\$113.00	Hour	178	\$20,114.00
Project I Professional	\$99.00	Hour	0	\$0.00
Document Control	\$92.00	Hour	0	\$0.00
Staff II Professional	\$84.00	Hour	0	\$0.00
Senior Technician	\$76.00	Hour	0	\$0.00
Staff I Professional	\$70.00	Hour	306	\$21,420.00
Technician	\$58.00	Hour	0	\$0.00
Admin/Clerical	\$51.00	Hour	0	\$0.00
PERSONAL PROTECTIVE EQUIPMENT				
Level D PPE (Hard Hat, Work Gloves, Boots, Cotton Clothes, Safe	\$25.00	Per Man/Day	32	\$800.00
SAMPLING/TESTING EQUIPMENT				
Crew Truck	\$130.00	Day	13	\$1,690.00
Turbidity Sampling Kit (meter, gloves, water collection device)	\$50.00	Month	12	\$600.00
MISCELLANEOUS EQUIPMENT/EXPENDABLES				
Miscellaneous Supplies	\$100.00	Each	1	\$100.00

MSE NTE Total

Labor		\$43,670.00	93.2%
Equipment and Material Expenses		\$3,190.00	6.8%
	Total NTE Amount	\$46,860.00	

The above referenced fees and expenses are estimated. The actual fees and expenses will vary based on scope of work performed.



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

To: Members of the Construction Committee

From: Somdat Jiawan, Manager, Small Business Programs (sj)

Date: September 29, 2020

Re: Request for Approval of an Addendum to the Continuing Environmental Consulting Services Agreement with MSE Group, LLC to provide FY21 Stormwater Best Management Practices (BMP) Audits for W-S00116, South Terminal C, Phase 1 – Support Services (Other Costs) at Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the specific nature of the services to be provided, MSE Group, LLC does not propose any small business participation on this Addendum.

Our analysis indicates that MSE Group, LLC is eligible for award of the subject Addendum.

for the total not-to-exceed fee amount of \$249,920.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL CONSULTING SERVICES AGREEMENT WITH MSE GROUP, LLC TO PROVIDE FY 2021 STORMWATER BEST MANAGEMENT PRACTICES (BMP) AUDITS FOR W-S00116, SOUTH TERMINAL C, PHASE 1 - SUPPORT SERVICES (OTHER COSTS), AT THE ORLANDO INTERNATIONAL AIRPORT.

3. Mr. Carrington presented the memorandum, dated September 29, 2020, along with a proposal from MSE Group, LLC, dated August 13, 2020, for FY 2021 Stormwater Best Management Practices (BMP) Audits for W-S00116, South Terminal C, Phase 1 - Support Services (Other Costs), at the Orlando International Airport. The scope is to assist the Aviation Authority with completing Stormwater Best Management Practices (BMPs) audits at the South Terminal Complex at Orlando International Airport.

If approved, these services would be effective October 1, 2020.

The Office of Small Business Development has reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the specific nature of the services to be provided, MSE Group, LLC does not propose any small business participation on this Addendum.

Upon motion of Ms. Schneider, second by Mr. Callum, vote carried by roll-call, with all votes yea, to approve an Addendum to the Continuing Environmental Consulting Services Agreement with MSE Group, LLC to provide FY 2021 Stormwater Best Management Practices (BMP) Audits for W-S00116, South Terminal C, Phase 1 - Support Services (Other Costs), for the total amount of \$46,860.00, which includes the not-to-exceed fee amount of \$43,670.00 and the not-to-exceed expense amount of \$3,190.00, with funding from General Airport Revenue Bonds. ✓

REQUEST FOR RECOMMENDATION OF APPROVAL OF A PURCHASE ORDER FOR TECHNOLOGY EQUIPMENT (EME VIDEO AND TERTIARY STRUCTURE EQUIPMENT) FROM SACO TECHNOLOGIES, INC. FOR W-S00138 SOUTH TERMINAL C, PHASE 1 - EXPERIENTIAL MEDIA ENVIRONMENT (EME), AT THE ORLANDO INTERNATIONAL AIRPORT.

4. [A handout was provided, which includes a revised cover memorandum, backup documentation, and the Office of Small Business Development memorandum.] Ms. Merck presented the memorandum, dated September 29, 2020, along with a quote from SACO Technologies, Inc., dated August 25, 2020, for W-S00138, South Terminal C, Phase 1 (STC) - Experiential Media Environment (EME), at the Orlando International Airport. In June 2016, the Aviation Authority commenced a public, competitive procurement to select an Experiential Media Environment (EME) vendor for the South Terminal C. In August 2018, the Aviation Authority Board authorized negotiations with SACO Technologies, Inc. for the STC Experiential Media Environment (EME) system. In June 2019, and as updated in December 2019, the Aviation Authority developed a detailed STC EME budget, which included a plan for multiple separate contracts and purchase orders for the various phases of the EME portions of the STC Program.

SACO Technologies, Inc. was first awarded a subconsultant contract to Burns Engineering, Inc., the STC Information Technology and Multi-Media Specialty Engineer. The scope of work included technical assistance design phase services in development of the three EME media features. This work has been completed. SACO Technologies, Inc. was also awarded subcontracts to each STC Construction Management at Risk (CM@R) Entity for the installation phase services for each of the three media features. This work has begun and is ongoing. In addition, the Aviation Authority has issued a purchase order to SACO Technologies, Inc. for the LED screen video tiles and related materials at a value of \$18,827,627.00 for certain long-lead items. Lastly, this current request is for the final purchase order to SACO Technologies, Inc. for the video servers, video processors and tertiary structure subframes, clips and materials.