

**ADDENDUM NO. 38  
TO THE AGREEMENT DATED SEPTEMBER 15, 2015  
BETWEEN GREATER ORLANDO AVIATION AUTHORITY  
AND BURNS ENGINEERING, INC.**

**Project: Construction Administration Services for E-S00018 TSA Duress System, Orlando International Airport**

**THIS ADDENDUM** is effective this 29<sup>th</sup> day of October, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority"), and **BURNS ENGINEERING, INC.** ("Consultant").

**WITNESSETH:**

**WHEREAS**, by Agreement dated September 15, 2015, Aviation 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 Aviation Authority as are contained in any additional 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 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 Aviation 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 TWO THOUSAND FOUR HUNDRED SIXTEEN AND NO/100 DOLLARS (\$2,416.00)**, broken down as follows:

|                               |             |                      |
|-------------------------------|-------------|----------------------|
| <b>Professional Fees:</b>     | <b>NTE:</b> | <b>\$0.00</b>        |
| <b>Professional Fees:</b>     | <b>LS:</b>  | <b>\$2,416.00</b>    |
| <b>Reimbursable Expenses:</b> | <b>NTE:</b> | <b><u>\$0.00</u></b> |
| <b>Total:</b>                 |             | <b>\$2,416.00</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 Oct 31, 2024.

**GREATER ORLANDO AVIATION AUTHORITY**

*Scott Shedeck*

By: box SIGN 19RL7LV4-1587Z8K2

Max Marble  
Sr. Vice President, Capital Programs

Approved as to Form and Legality  
(for the benefit of GOAA only)  
this day of Oct 31, 2024

*Claramargaret H Groover*

By: box SIGN 4ZR2R2V8-1587Z8K2  
Becker & Pollakoff, Legal Counsel  
Greater Orlando Aviation Authority

**BURNS ENGINEERING, INC.**

*Brian Phillips*

By: box SIGN 4Q8ZK6JX-1587Z8K2

Signature (Duly Authorized Rep.)

Brian Phillips

Printed Name

Sr Vice President

Title

Good Morning,

Please be advised Mr. Max Marble, Senior Vice President of Capital Programs, will be out of the office starting today (Monday, October 28, 2024) and will return on Monday, November 4, 2024.

During his absence, Mr. Scott Shedek, Vice President of Construction, will serve as his designee. Mr. Shedek can be reached at [scott.shedek@goaa.org](mailto:scott.shedek@goaa.org) or (407) 825-2465.

Best regards,



**Elecia Mitchell**  
*Project Coordinator*  
*Engineering & Construction*

[elecia.mitchell@goaa.org](mailto:elecia.mitchell@goaa.org)  
**P** 407-825-1440 **C** 407-506-6092

**Orlando International Airport**  
*11314 Terminal C Service Road*  
*Orlando, Florida 32824*  
orlandoairports.net

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

Nongovernmental Entity's Name: Burns Engineering, Inc.

Nongovernmental Entity's FEIN: 23-1602491

Authorized Officer or Representative Name and Title: Brian Phillips, Vice President

Nongovernmental Entity's Address: 1835 Market Street, Suite 300, Philadelphia PA 19103

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 4Q8ZK6JX-1587Z8K2

Authorized Officer or Representative

Sr Vice President

Name and Title

Oct 31, 2024

Date



## MEMORANDUM

TO: Members of the Construction Committee

FROM: Scott Shedek, VP of Construction

DATE: October 29, 2024

## ITEM DESCRIPTION

Request for Approval of an Addendum to the Technology and Multi-Media Systems Specialty Engineer for the South Terminal C, Phase 1 (W-S00113) with Burns Engineering, Inc. for Construction Administration Services for E-S00018 TSA Duress System for the Changing Regulatory Requirements Program at Orlando International Airport

## BACKGROUND

On August 19, 2015, the Aviation Authority approved an agreement with Burns Engineering, Inc for Technology and Multi-Media Systems Specialty Engineer for the South Terminal C, Phase 1 (W-S00113) services to the Aviation Authority at the Orlando International Airport

## ISSUES

Consultant's proposal, dated, October 18, 2024, is to provide Construction Administration Services for the E-S00018 Duress Project including shop drawing review, attend JCMs and site visits.

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.

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

## 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

Funding is from General Airport Revenue Bonds. Funding source verified by Melvin Martinez of Construction Finance on 10/23/24 as correct and available.

## RECOMMENDED ACTION

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 with Burns Engineering, Inc. for the services contained herein and the amount as shown below:

|                                       |                     |
|---------------------------------------|---------------------|
| Not to Exceed Fees                    | \$0.00              |
| Lump Sum Fees                         | \$2,416.00          |
| Not to Exceed Expenses                | \$0.00              |
| <b>TOTAL</b>                          | <b>\$2,416.00</b>   |
| AAC – Compliance Review Date          | <i>S J</i> 10/22/24 |
| AAC – Funding Eligibility Review Date | 10/22/24            |



BURNS ENGINEERING, INC. | BURNS-GROUP.COM

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

October 18, 2024

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 Buttons Construction  
Administration**

Dear Scott,

Burns Engineering, Inc. (Burns) appreciates the opportunity to submit this professional design services proposal for the South Terminal C Phase 1 LST to provide Construction Administration services for the TSA Duress Buttons Project for the Greater Orlando Aviation Authority (GOAA).

#### **LST TSA Duress Buttons Construction Administration**

This proposal includes the Burns Team's fee to support construction administration for the new duress buttons into the TSA SSCP and search rooms within the South Terminal.

#### **Scope of Work**

This scope of work is based on the construction documents Burns issues early this year for the design of new duress buttons into the TSA SSCP and search rooms. Anticipated construction activities include:

1. Attend bi-weekly job construction meetings.
2. Review contractor's submittals.
3. Review contractor's RFIs.

#### **Exclusions**

1. Bidding services.
2. Record drawings.
3. Owner requested changes.



BURNS ENGINEERING, INC. | BURNS-GROUP.COM

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### **Schedule**

1. Substantial completion - 120 days.
2. Final completion – 60 days.

### **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:

LST TSA Duress Buttons Construction Administration: \$2,416.00

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 314-835-7149 if you need anything further.

Regards,  
**Burns Engineering, Inc.**

A handwritten signature in dark ink, appearing to read "Greg S Spence", is written over a light gray horizontal line.

Gregory S. Spence, PE  
Project Manager, Aviation

2016-093



**EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL**  
**TABLE C-1**  
**SUMMARY OF TOTAL CONTRACT VALUE**  
**LST TSA Duress Button Construction Administration**

| Phase of Project:                | Const.<br>Admin.  | TOTAL<br>CONTRACT |
|----------------------------------|-------------------|-------------------|
| 1.0 Lump Sum Fee:                | \$2,416.00        | <b>\$2,416.00</b> |
| <b>4.0 TOTAL CONTRACT VALUE:</b> | <b>\$2,416.00</b> | <b>\$2,416.00</b> |
| Total Lump Sum Labor Hours:      | 18.00             | <b>18.00</b>      |
| <b>TOTAL LABOR HOURS:</b>        | <b>18.00</b>      | <b>18.00</b>      |
| <b>Average Hourly Rate:</b>      | \$134.22          | \$134.22          |

# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

## TABLE C-2

### SUMMARY OF LUMP SUM FEES

| Phase of Project:              | Const. Admin. |                | TOTAL       |                   |              |
|--------------------------------|---------------|----------------|-------------|-------------------|--------------|
|                                | labor hours   | Total Fee      | labor hours | Cost              | Avg. Rate    |
| <b>Burns Engineering, Inc.</b> |               |                |             |                   |              |
| Lump Sum Fee Subtotal Subtotal | 18            | \$2,416        | 18          | \$2,416.00        | \$134        |
| <b>Total Lump Sum Amount:</b>  | <b>18</b>     | <b>\$2,416</b> | <b>18</b>   | <b>\$2,416.00</b> | <b>\$134</b> |

# EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

TABLE C-3

## BREAKDOWN OF LUMP SUM FEES

| Position:                                    |     | Project Engineer/Designer |                | Sr. CADD Technician |              | TOTAL       |                   |              |
|----------------------------------------------|-----|---------------------------|----------------|---------------------|--------------|-------------|-------------------|--------------|
| Rate (\$/Hour):                              |     | Building                  |                | \$140.00            |              | \$88.00     |                   | Avg. Hourly  |
|                                              |     | labor hours               | Cost           | labor hours         | Cost         | labor hours | Cost              |              |
| <b>Burns Engineering, Inc.</b>               |     |                           |                |                     |              |             |                   |              |
| <b>Construction Administration</b>           |     |                           |                |                     |              |             |                   |              |
| Attend Job Construction Meetings             | N/A | 11                        | \$1,540        | 0                   | \$0          | 11          | \$1,540           | \$140        |
| Review Contractor's Submittals               | N/A | 2                         | \$280          | 0                   | \$0          | 2           | \$280             | \$140        |
| Review Contractor's RFIs                     | N/A | 3                         | \$420          | 2                   | \$176        | 5           | \$596             | \$119        |
| <b>Sub-Total Construction Administration</b> |     | <b>16</b>                 | <b>\$2,240</b> | <b>2</b>            | <b>\$176</b> | <b>18</b>   | <b>\$2,416</b>    | <b>\$134</b> |
| <b>TOTAL LUMP SUM FEE:</b>                   |     | <b>16</b>                 | <b>\$2,240</b> | <b>2</b>            | <b>\$176</b> | <b>18</b>   | <b>\$2,416.00</b> | <b>\$134</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.

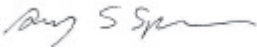
| FIRM                    | POSITION                  | CONTRACT HOURLY RATE |
|-------------------------|---------------------------|----------------------|
| Burns Engineering, Inc. | Project Engineer/Designer | \$140.00             |
| Burns Engineering, Inc. | Sr. CADD Technician       | \$88.00              |
|                         |                           |                      |

## 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: October 18, 2024

**MEMORANDUM**

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: October 29, 2024

**ITEM DESCRIPTION**

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 Construction Administration Services for E-S00018 TSA Duress System for the Changing Regulatory Requirements Program at Orlando International Airport

**SMALL BUSINESS**

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that Burns Engineering, Inc. does not propose small business participation on this addendum due to limited and specialized scope of the services to be provided.