

AMENDMENT 16 TO ADDENDUM #16
BP-S168, SOUTH TERMINAL C, PHASE 1 – SOUTH TERMINAL C, PHASE
1 - INTERIOR FINISHES AND SPECIALTIES (GMP#6-S.4)

This Amendment is effective this 30 day of March, 2022, by and between the **Greater Orlando Aviation Authority** ("Owner") and **Hensel Phelps Construction** ("CM@R").

WHEREAS, by Agreement dated March 20, 2017, the Owner and the CM@R entered into an agreement for Construction Management at Risk Services for the South Airport Terminal C, Phase 1 ("Program"); and

WHEREAS, on October 22, 2018, the parties entered into Addendum 16 in the amount of \$59,922,390.00 to provide for the award of BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on May 2, 2019, the parties entered into Amendment 1 to Addendum 16 in the amount of \$468,841.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 10, 2019, the parties entered into Amendment 2 to Addendum 16 in the amount of \$1,552,997.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on September 17, 2019, the parties entered into Amendment 3 to Addendum 16 in the amount of \$3,882,459.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on November 22, 2019, the parties entered into Amendment 4 to Addendum 16 in the amount of (\$1,601,027.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 1, 2020, the parties entered into Amendment 5 to Addendum 16 in the amount of (\$906,284.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 29, 2020, the parties entered into Amendment 6 to Addendum 16 in the amount of (\$4,157,479.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on September 14, 2020, the parties entered into Amendment 7 to Addendum 16 in the amount of (\$1,707,762.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on November 20, 2020, the parties entered into Amendment 8 to Addendum 16 in the amount of \$2,765,789.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on February 12, 2021, the parties entered into Amendment 9 to Addendum 16 in the amount of (\$277,512.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on March 30, 2021, the parties entered into Amendment 10 to Addendum 16 in the amount of \$2,223,127.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on May 27, 2021, the parties entered into Amendment 11 to Addendum 16 in the amount of \$1,067,352.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on June 23, 2021, the parties entered into Amendment 12 to Addendum 16 in the amount of \$844,448.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 28, 2021, the parties entered into Amendment 13 to Addendum 16 in the amount of \$1,036,131.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on August 25, 2021, the parties entered into Amendment 14 to Addendum 16 in the amount of \$2,200,000.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on 3/2/22, the parties entered into Amendment 15 to Addendum 16 in the amount of \$472,998.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, the parties desire to enter into this Amendment 16 to Addendum No. 16 for BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4) as more fully described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Owner and the CM@R do hereby agree as follows:

1. The Guaranteed Maximum Price as more fully described in Exhibit A is hereby revised to the following:

GMP	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 62,068,618.00	\$ -	\$ 62,068,618.00
Unbought	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 30,137.00	\$ -	\$ 30,137.00
CM Contingency	\$ 2,138,712.00	\$ 180,264.27	\$ -	\$ 180,264.27
Owner Contingency	\$ 534,678.00	\$ 1,072,889.73	\$ 1,065,873.00	\$ 2,138,762.73
Bond	\$ 395,324.00	\$ 447,206.00	\$ 7,505.00	\$ 454,711.00
Fee	\$ 3,385,875.00	\$ 3,830,230.00	\$ 64,283.00	\$ 3,894,513.00
Total	\$ 59,922,390.00	\$ 67,786,468.00	\$ 1,137,661.00	\$ 68,924,129.00

*Current GMP Budget as of CCM 02/08/2022

2. The Consent of Surety that reflects the current cumulative contract value is attached hereto and incorporated herein as Exhibit B.
3. Except as expressly modified herein, the terms and conditions of the Agreement and Addendum #16 remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement or Addendum #16, the terms of this Amendment shall prevail and control.

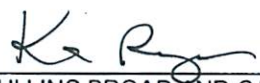
IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first written above.

CMAR
Hensel Phelps Construction

By 

Print Name: MATTHEW A. KESTOLIC

Title: Program Manager

Approved as to Form and Legality (for the benefit of GOAA only)
this 29 day of March, 2022
By: 
NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

OWNER
Greater Orlando Aviation Authority

By: 

Kevin J. Thibault, P.E.
Chief Executive Officer

SOUTH AIRPORT TERMINAL C, PHASE 1

CONSENT OF SURETY TO INCREASE THE PENAL SUM OF THE BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, HENSEL PHELPS CONSTRUCTION as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY, as Surety, hereby acknowledge that the Payment and Performance Bonds, dated effective June 12, 2017, that were executed by the Principal and Surety and submitted to the GREATER ORLANDO AVIATION AUTHORITY remain in effect and the Cumulative Contract Value is hereby increased to reflect the execution of Amendment 14 to Addendum 13 (GMP 6-S.2), Amendment 16 to Addendum 16 (GMP 6-S.4), and Amendment 1 to Addendum 22 (GMP 16-S.6) which are hereby referenced and incorporated into the Bonds, and, therefore, the Penal Sum for each Bond is hereby increased to **SIX HUNDRED SEVENTY-FIVE MILLION SIX HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 96/100 Dollars (\$675,679,725.96)**. All other terms of the Bonds shall remain unchanged.

SIGNED THIS 10th DAY OF March, 2022.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the date set forth above.

Signed, sealed and delivered in the presence of:

HENSEL PHELPS CONSTRUCTION

Principal

By: Kirk J. Hazen

Kirk J. Hazen, Vice President

Name and Title

TRAVELERS CASUALTY AND SURETY COMPANY

Surety

By: Kelly T. Urwiller

Kelly T. Urwiller, Attorney-in-Fact

Name and Title

Flood and Peterson Insurance, Inc.

Agency

4687 W. 18th Street, Greeley, CO 80634

Address

Clive Walther

Tim Mullen

P. Charles

[Signature]

[Signature]

[Signature]

(Countersignature by a Florida Licensed Agent)

Kelly T. Urwiller, Florida Non-Resident Agent

Name and Title

Flood and Peterson Insurance, Inc.

Agency

4687 W. 18th Street, Greeley, CO 80634

Address

NOTE: The respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

EXHIBIT "B"



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kelly T Urwiller** of **GREELEY** of **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

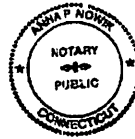
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

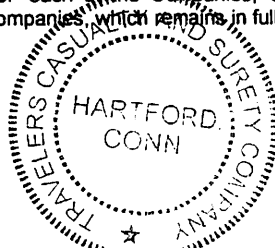
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **March**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



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: Davin Ruohomaki, Senior Director of Planning, Engineering & Construction
(As prepared by Ross Spence, OAR)

Date: March 1, 2022

Re: Request for Recommendation of Approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport.

The STC Program Team has evaluated the budget for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), and determined that it is necessary to increase Owner Contingency to fund to fund pending contingency requests. The proposed GMP value is indicated in the tables below:

GMP	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 62,068,618.00	\$ -	\$ 62,068,618.00
Unbought	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 30,137.00	\$ -	\$ 30,137.00
CM Contingency	\$ 2,138,712.00	\$ 180,264.27	\$ -	\$ 180,264.27
Owner Contingency	\$ 534,678.00	\$ 1,072,889.73	\$ 1,065,873.00	\$ 2,138,762.73
Bond	\$ 395,324.00	\$ 447,206.00	\$ 7,505.00	\$ 454,711.00
Fee	\$ 3,385,875.00	\$ 3,830,230.00	\$ 64,283.00	\$ 3,894,513.00
Total	\$ 59,922,390.00	\$ 67,786,468.00	\$ 1,137,661.00	\$ 68,924,129.00

*Current GMP Budget as of CCM 02/08/2022

STC - P1	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 61,111,486.63		\$ 61,111,486.63
Unbought	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 30,137.00		\$ 30,137.00
CM Contingency	\$ 2,138,712.00	\$ 155,264.27		\$ 155,264.27
Owner Contingency	\$ 534,678.00	\$ 538,025.96	\$ 1,065,873.00	\$ 1,603,898.96
Bond	\$ 395,324.00	\$ 430,726.17	\$ 7,505.00	\$ 438,231.17
Fee	\$ 3,385,875.00	\$ 3,738,741.06	\$ 64,283.00	\$ 3,803,024.06
Total	\$ 59,922,390.00	\$ 66,161,504.09	\$ 1,137,661.00	\$ 67,299,165.09

* Current GMP Budget as of CCM 02/08/2022

GMP - P1X	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work		\$ 821,463.14	\$ -	\$ 821,463.14
Unbought Scope		\$ -	\$ -	\$ -
Allowances		\$ -	\$ -	\$ -
CM@R Contingency		\$ 25,000.00	\$ -	\$ 25,000.00
Owner Contingency		\$ 40,000.00	\$ -	\$ 40,000.00
P&P Bond		\$ 12,040.83	\$ -	\$ 12,040.83
Fee		\$ 53,461.94	\$ -	\$ 53,461.94
TOTAL	\$ -	\$ 951,965.91	\$ -	\$ 951,965.91

* Current GMP Budget as of CCM 02/08/2022

GMP - CBP	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work		\$ 135,668.23	\$ -	\$ 135,668.23
Unbought Scope		\$ -	\$ -	\$ -
Allowances		\$ -	\$ -	\$ -
CM@R Contingency		\$ -	\$ -	\$ -
Owner Contingency		\$ 51,711.77	\$ -	\$ 51,711.77
P&P Bond		\$ 1,319.00	\$ -	\$ 1,319.00
Fee		\$ 11,301.00	\$ -	\$ 11,301.00
TOTAL	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00


* Current GMP Budget as of CCM 02/08/2022

GMP - VRC	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work		\$ -	\$ -	\$ -
Unbought Scope		\$ -	\$ -	\$ -
Allowances		\$ -	\$ -	\$ -
CM@R Contingency		\$ -	\$ -	\$ -
Owner Contingency		\$ 443,152.00	\$ -	\$ 443,152.00
P&P Bond		\$ 3,120.00	\$ -	\$ 3,120.00
Fee		\$ 26,726.00	\$ -	\$ 26,726.00
TOTAL	\$ -	\$ 472,998.00	\$ -	\$ 472,998.00

* Current GMP Budget as of CCM 02/08/2022

Funding is from General Airport Revenue Bonds, Passenger Facility Charges. Funding source verified by _____ of Construction Finance on ___/___/___ as correct and available.

It is respectfully requested that the Construction Committee recommend to the Authority Board approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services Agreement for the South Terminal C, Phase 1 Complex with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport, in the amount of **\$1,137,661.00** for a revised GMP total amount of **\$68,924,129.00** as detailed above.

Direct Cost of Work	\$ 62,068,618.00
Unbought	\$ 157,123.00
Allowances	\$ 30,137.00
CM Contingency	\$ 180,264.27
Owner Contingency	\$ 2,138,762.73
Bond	\$ 454,711.00
Fee	\$ 3,894,513.00
Total	\$ 68,924,129.00
Legal	<i>KMR</i>
AA-Contract Compliance & Funding Eligibility Date	



MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: March 01, 2022

Re: Request for Recommendation of Approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport.

Hensel Phelps Construction is committed to twenty percent (20%) MWBE and four percent (4%) LDB participation for Construction Services.

The proposed Amendment to Addendum No. 16 for BP-S00168 (GMP No. 6-S.4) does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP-S00168 (GMP No. 6-S.4) is 25% MWBE and 6% LDB/VBE for Construction Services.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve Turner-Kiewit Joint Venture to issue a subcontract modification to Kirlin Florida, LLC on BP-S00173, South Terminal C, Phase 1 - Landside Terminal, MEP Systems - FDOT (GMP No. 7-S.3), for the total deductive lump sum amount of (\$14,709.00), with funding credited to Passenger Facility Charges.

- X. **Subcontract Modification for BP-S00173 (GMP No. 7-S.3) with Kirlin Florida, LLC for CR2181-7S3-LST-RFI 5229-Unclouded Changes on Sheet M1.12.11- B38.** Mr. Corthell presented the GMP BBC request. Agenda Item Nos. 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G, 3-H, 3-I, 3-J, 3-K, 3-L, 3-M, 3-N, 3-O, 3-P, 3-Q, 3-R, 3-S, 3-T, 3-U, 3-V, 3-W, and 3-X were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve Turner-Kiewit Joint Venture to issue a subcontract modification to Kirlin Florida, LLC on BP-S00173, South Terminal C, Phase 1 - Landside Terminal, MEP Systems - FDOT (GMP No. 7-S.3), for the total lump sum amount of \$65,912.00, with funding from General Airport Revenue Bonds and Passenger Facility Charges.

SOUTH TERMINAL C

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 13 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HENSEL PHELPS CONSTRUCTION FOR BP-S00144, SOUTH TERMINAL C, PHASE 1 –AIRSIDE TERMINAL, ENCLOSURE AND EXTERIOR FINISHES (GMP NO. 6-S.2), AT THE ORLANDO INTERNATIONAL AIRPORT.

4. Mr. Corthell presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Gilliam, second by Hunt, vote carried to recommend to the Aviation Authority Board approval of Amendment No. 14 to Addendum No. 13 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00144, South Terminal C, Phase 1, Airside Terminal Enclosures and Exterior Finishes (GMP No. 6-S.2) at the Orlando International Airport, for a total negotiated GMP Amendment amount of \$533,676.00, which includes \$500,000.00 for Owner Contingency, \$3,521.00 for Performance and Payment Bond, and \$30,155.00 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$129,678,894.00, with funding from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 19 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH TURNER-KIEWIT JOINT VENTURE FOR BP-S00147, SOUTH TERMINAL C, PHASE 1 –LANDSIDE TERMINAL, REMAINING STRUCTURE AND SYSTEMS (GMP NO. 7-S.1), AT THE ORLANDO INTERNATIONAL AIRPORT.

5. Mr. Corthell presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Amendment No. 7 to Addendum No. 19 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Turner-Kiewit Joint Venture for BP No. S00147, South Terminal C, Phase 1 Landside Terminal, Remaining Structure and Systems (GMP No. 7-S.1), for the total negotiated GMP Amendment amount of \$400,000.00, which includes \$380,897.00 for Owner Contingency, \$2,940.00 for Performance and Payment Bonds, and \$16,163.00 for the CM@R's fee (4.211%), resulting in a revised total GMP amount of \$184,435,812.00, with funding from General Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 16 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HENSEL PHELPS CONSTRUCTION FOR BP-S00168, SOUTH TERMINAL C, PHASE 1 –AIRSIDE TERMINAL INTERIORS FINISHES AND SPECIALTIES (GMP NO. 6-S.4), AT THE ORLANDO INTERNATIONAL AIRPORT.

6. Mr. Corthell presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Amendment No. 16 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport,

for a total negotiated GMP Amendment amount of \$1,137,661.00, which includes \$1,065,873.00 for Owner Contingency, \$7,505.00 for Performance and Payment Bond, and \$64,283.00 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$68,924,129.00, with funding from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 20 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH TURNER-KIEWIT JOINT VENTURE FOR BP-S00173, SOUTH TERMINAL C, PHASE 1 –LANDSIDE TERMINAL, MEP SYSTEMS - FDOT (GMP NO. 7-S.3), AT THE ORLANDO INTERNATIONAL AIRPORT.

7. Mr. Corthell presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Amendment No. 8 to Addendum No. 20 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Turner-Kiewit Joint Venture for BP No. S00173, South Terminal C, Phase 1, Landside Terminal Mechanical/Electrical/Plumbing (MEP) Systems – FDOT (GMP No. 7-S.3), for the total negotiated deductive GMP Amendment amount of \$1,100,000.00, which includes \$1,047,465.00 for Owner Contingency, \$8,086.00 for Performance and Payment Bonds, and \$44,449.00 for the CM@R's fee (4.211%), resulting in a revised GMP amount of \$135,618,383.00, with funding from General Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 22 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HENSEL PHELPS CONSTRUCTION FOR BP-S00189, GENERAL CONDITIONS (GMP NO. 16-S.6), AT THE ORLANDO INTERNATIONAL AIRPORT.

8. Mr. Corthell presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Amendment No. 1 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00189, South Terminal C, Phase 1, HPC General Conditions for FY 2022 (GMP No. 16-S.6) at the Orlando International Airport, for a total negotiated GMP Amendment amount of \$2,058,006.00, which includes \$243,226.00 for CM@R General Requirements, \$1,684,917.00 for CM@R Staff, \$13,577.00 for Performance and Payment Bonds, and \$116,286.00 for CM@R's Fee (6.031%), resulting in a revised GMP amount of \$8,443,998.00, with funding from Florida Department of Transportation (FDOT) Grants to the extent eligible and General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING MEP ENGINEERING CONSULTANT SERVICES AGREEMENT WITH C&S ENGINEERS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR V-S00020, SOUTH TERMINAL COMPLEX VIRTUAL RAMP CONTROL INFRASTRUCTURE INSTALLATION, AT THE ORLANDO INTERNATIONAL AIRPORT.

9. Mr. McGonagill presented the memorandum, dated March 1, 2022. Agenda Item Nos. 9, 10, 15, and 16 were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Continuing MEP Engineering Consultant Services Agreement with C&S Engineers, Inc. to provide Construction Administration Services for V-S00020, STC LST VRC Infrastructure Installation, for the total lump sum fee amount of \$29,157.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE PROGRAM AND PROJECT MANAGEMENT SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH GCI INC. TO PROVIDE CONSTRUCTION PHASE OWNER AUTHORIZED REPRESENTATIVE (OAR) SERVICES FOR V-S00020, STC LST VRC INFRASTRUCTURE INSTALLATION, AT THE ORLANDO INTERNATIONAL AIRPORT.

10. Mr. McGonagill presented the memorandum, dated March 1, 2022. Agenda Item Nos. 9, 10, 15, and 16 were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Program and Project Management Services for the South Terminal C, Phase 1 Agreement with GCI Inc. to provide Construction Phase Owner Authorized Representative (OAR) Services for V-S00020, STC LST VRC Infrastructure Installation, for the total not-to-exceed fee amount of \$17,775.00, with funding from previously approved General Airport Revenue Bonds.



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairman, Construction Committee

DATE: March 16, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve Amendment No. 16 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (Guaranteed Maximum Price (GMP) No. 6-S.4) at the Orlando International Airport

BACKGROUND

The South Terminal C, Phase 1, Program provides for a world-class domestic and international airport terminal building, consisting of a new airside terminal with up to 24 airline gates and a landside terminal with both secure and non-secure areas, and may include, but is not limited to, all associated improvements and infrastructure required or related thereto, such as site work, roadways, aprons, runways, taxiways, other airfield work, utilities, landscaping, lighting, walkways, pedestrian bridges, expansion of the parking garage, a new and/or expanded chiller plant, aircraft loading bridges, and all interior design, such as concessions planning, ticketing, and security improvements, and baggage handling systems.

On March 19, 2017, the Aviation Authority's Finance Committee approved the award of a Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement to Hensel Phelps Construction.

Under the CM@R Agreement, the CM@R is entitled to reimbursement and compensation for the following, upon acceptable performance:

- Direct cost of the work is the actual cost for the subcontractor costs, direct labor, materials, and equipment required to construct the work,
- Allowances are estimated dollar amounts that are separately identified in a GMP for the purpose of encumbering funds to cover certain costs that are not completely defined when the GMP is approved, but may be necessary to complete the Project. An allowance means that the scope is not fully known or additional review is needed to determine whether the item is reimbursable,
- General condition expenses, such as CM@R management staff, limited to those set forth in the CM@R Agreement,
- CM@R Contingency is the negotiated amount or percentage of the Cost of the Work to be utilized for over-budget buyout of the work and for increases in the cost due to unforeseen circumstances

relating to construction of the project, except when deemed the responsibility of the Owner in accordance with the Agreement,

- Owner Contingency is an amount or percentage of the Cost of the Work to be utilized by the Owner for items deemed the responsibility of the Owner in accordance with the Agreement,
- Performance and Payment rate set forth in the CM@R Contract is 0.66%, and
- The CM@R Fee covers the CM@R's overhead, profit and all other costs not reimbursable under the CM@R Contract. For Hensel Phelps Construction, the CM@R Fee is 6.031%.

Cost of allowances, contingencies and insurance will not be incurred until approved by the Aviation Authority.

On October 10, 2018, the Aviation Authority Board approved Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, for a total negotiated GMP amount of \$59,922,390.

Since 2018, the Aviation Authority Board approved Amendment Nos. 1 through 15, resulting in a revised GMP amount of \$67,786,468, as follows:

Amendment No.	Board Date	Amount of GMP Amendment	Revised GMP Amount
1	April 17, 2019	\$ 468,841	\$60,391,231
2	June 19, 2019	\$1,552,997	\$61,944,228
3	August 28, 2019	\$3,882,459	\$65,826,687
4	November 13, 2019	(\$1,601,027)	\$64,225,660
5	June 17, 2020	(\$ 906,284)	\$63,319,376
6	July 15, 2020	(\$4,157,479)	\$59,161,897
7	August 19, 2020	(\$1,707,762)	\$57,454,135
8	November 11, 2020	\$2,765,789	\$60,219,924
9	February 2, 2021	(\$ 277,512)	\$59,942,412
10	March 17, 2021	\$2,223,127	\$62,165,539
11	May 19, 2021	\$1,067,352	\$63,232,891
12	June 16, 2021	\$ 844,448	\$64,077,339
13	July 21, 2021	\$1,036,131	\$65,113,470
14	August 18, 2021	\$2,200,000	\$67,313,470
15	February 16, 2022	\$ 472,998	\$67,786,468
Total		\$7,864,078	

The scope of BP No. S00168 includes the costs for the column covers, interior wall panels, tile, resilient tile and carpet, epoxy flooring, painting, interior specialties, roller window shades, bird control system, and low voltage systems.

ISSUES

This amendment will increase the Owner Contingency to fund pending and anticipated contingency requests.

The South Terminal C Program Team and Hensel Phelps Construction have reviewed the current financial status and progress of the work in BP No. S00168, and have determined that, in accordance with the contract documents, it is appropriate at this time to increase Owner Contingency, and Performance and Payment Bond, including the associated CM@R fee amount, as shown below.

GMP	Original GMP Budget (A)	Current GMP Budget (B)	Proposed GMP Amendment (C)	Proposed Revised GMP (D) = (B) + (C)
Direct Cost of Work	\$52,104,076	\$62,068,618.00	\$ 0	\$62,068,618.00
Unbought Scope	\$ 1,863,725	\$ 157,123.00	\$ 0	\$ 157,123.00
Allowances	(\$ 500,000)	\$ 30,137.00	\$ 0	\$ 30,137.00
CM@R Contingency	\$ 2,138,712	\$ 180,264.27	\$ 0	\$ 180,264.27
Owner Contingency	\$ 534,678	\$ 1,072,889.73	\$1,065,873	\$ 2,138,762.73
SUBTOTAL:	\$56,141,191	\$63,509,032.00	\$1,065,873	\$64,574,905.00
Perf. & Payment Bond	\$ 395,324	\$ 447,206.00	\$ 7,505	\$ 454,711.00
Fee (6.031%)	\$ 3,385,875	\$ 3,830,230.00	\$ 64,283	\$ 3,894,513.00
Total GMP Addendum Cost:	\$59,922,390	\$67,786,468.00	\$1,137,661	\$68,924,129.00

Hensel Phelps Construction is committed to 20% Minority and Women Business Enterprise (MWBE) and 4% Local Developing Business (LDB) participation for Construction Services. The proposed GMP Amendment for BP No. S00168 does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP No. S00168 is 25% MWBE and 6% LDB/Veteran Business Enterprise (VBE) for Construction Services.

On March 1, 2022, the Construction Committee recommended approval of Amendment No. 16 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

There is no fiscal impact to the South Terminal C Program budget.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve Amendment No. 16 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, for a total negotiated GMP Amendment amount of \$1,137,661, which includes \$1,065,873 for Owner Contingency, \$7,505 for Performance and Payment Bond, and \$64,283 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$68,924,129, with funding from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds; and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.