

**AMENDMENT 5 TO ADDENDUM #19
BP-S179, SOUTH TERMINAL C, PHASE 1, STC AIRSIDE CONCOURSE
(GMP#6-S.6)**

This Amendment is effective this 21 day of July, 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 November 22, 2019, the parties entered into Addendum 19 in the amount of \$81,251,370.00 to provide for the award of BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6); and

WHEREAS, on March 27, 2020, the parties entered into Amendment 1 to Addendum 19 in the amount of \$794,126.00 to provide for GMP revisions to BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6); and

WHEREAS, on July 29, 2020, the parties entered into Amendment 2 to Addendum 19 in the amount of (\$58,837,282.00) to provide for GMP revisions to BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6); and

WHEREAS, on February 12, 2021 the parties entered into Amendment 3 to Addendum 19 in the amount of (\$640,411.00) to provide for GMP revisions to BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6); and

WHEREAS, on July 28, 2021 the parties entered into Amendment 3 to Addendum 19 in the amount of (\$1,036,131.00) to provide for GMP revisions to BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6); and

WHEREAS, the parties desire to enter into this Amendment 4 to Addendum No. 19 for BP-S179, South Terminal C, Phase 1, STC Airside Concourse (GMP#6-S.6) 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	\$ 72,421,002.00	\$ 20,159,573.74	\$ -	\$ 20,159,573.74
Unbought Scope	\$ 237,500.00	\$ -	\$ -	\$ -
Allowances	\$ -	\$ -	\$ -	\$ -
CM Contingency	\$ 2,906,340.00	\$ -	\$ -	\$ -
Owner Contingency	\$ 559,436.00	\$ 13,414.26	\$ (13,414.26)	\$ -
Bond	\$ 536,037.00	\$ 142,051.00	\$ (94.46)	\$ 141,956.54
Fee	\$ 4,591,055.00	\$ 1,216,633.00	\$ (809.01)	\$ 1,215,823.99
Total	\$ 81,251,370.00	\$ 21,531,672.00	\$ (14,317.73)	\$ 21,517,354.27

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 #19 remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement or Addendum #19, 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: DAVID CARR
 Title: PROJECT MANAGER

OWNER
Greater Orlando Aviation Authority

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

Approved as to Form and Legality (for the benefit of GOAA only)
 this 19 day of July, 20 22
 By: 
 NELSON MULLINS BROAD AND CASSEL
 Legal Counsel
 Greater Orlando Aviation Authority

From: Anna Farmer
Sent: Wednesday, July 20, 2022 11:17 AM
To: Directors and Aides
Cc: Elliot Martinez Fraticelli; James Knusalla; Cheri Baxter
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Wednesday, July 20, 2022 thru Sunday, July 31, 2022. Mr. Tom Draper, Chief of Operations, will be his designee Wednesday, July 20th – Saturday, July 23rd. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Sunday, July 24th – Sunday, July 31st. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Please continue to use the signature process in place. Thank you.

Anna Farmer
Manager, Board Services
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net

SOUTH AIRPORT TERMINAL C, PHASE 1

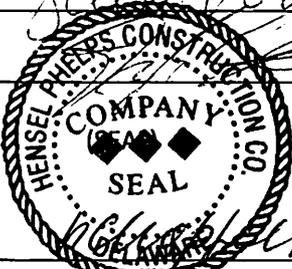
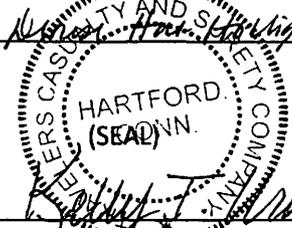
CONSENT OF SURETY TO INCREASE THE PENAL SUM OF THE BONDS

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 Addendum 23, Amendment 3 to Addendum 12 (Liquidated Damages), Amendment 15 to Addendum 8 (GMP 6-S.1), Amendment 16 to Addendum 13 (GMP 6-S.2), Amendment 7 to Addendum 14 (GMP 6-S.3), Amendment 17 to Addendum 16 (GMP 6-S.4), Amendment 5 to Addendum 17 (GMP 6-S.5), Amendment 5 to Addendum 19 (GMP 6-S.6), Amendment 2 to Addendum 22 (GMP 16S.6), and Amendment 7 to Addendum 10 which are hereby referenced and incorporated into the Bonds, and, therefore, the Penal Sum for each Bond is hereby increased to **SIX HUNDRED EIGHTY-THREE MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED TWENTY-NINE AND 47/100 Dollars (\$683,775,529.47)**. All other terms of the Bonds shall remain unchanged.

SIGNED THIS 8th DAY OF July, 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:

Shirley Wattle

Kirk J. Hazen

Kelly T. Urwiller
(CounterSignature by a Florida Licensed Agent)

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

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.



**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** , **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

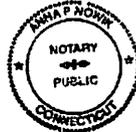
City of Hartford ss.

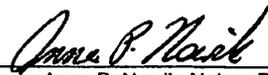
By: 
Robert L. Raney, Senior Vice President

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

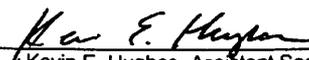
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 8th day of July, 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.**



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 Engineering & Construction
(As prepared by Ross Spence, OAR)

Date: May 31, 2022

Re: 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 Hensel Phelps Construction for BP-S00179, South Terminal C, Phase I - Airside Concourse (GMP No. 6-S.6), 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-S00179, South Terminal C, Phase 1 – Airside Concourse (GMP No. 6-S.6), and determined that it is appropriate to reduce the GMP value as follows:

GMP	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 72,421,002.00	\$ 20,159,573.74	\$ -	\$ 20,159,573.74
Unbought Scope	\$ 237,500.00	\$ -	\$ -	\$ -
Allowances	\$ -	\$ -	\$ -	\$ -
CM Contingency	\$ 2,906,340.00	\$ -	\$ -	\$ -
Owner Contingency	\$ 559,436.00	\$ 13,414.26	\$ (13,414.26)	\$ -
Bond	\$ 536,037.00	\$ 142,051.00	\$ (94.46)	\$ 141,956.54
Fee	\$ 4,591,055.00	\$ 1,216,633.00	\$ (809.01)	\$ 1,215,823.99
Total	\$ 81,251,370.00	\$ 21,531,672.00	\$ (14,317.73)	\$ 21,517,354.27
P1X				
STC - P1X	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 72,421,002.00	\$ 20,159,573.74		\$ 20,159,573.74
Unbought Scope	\$ 237,500.00	\$ -		\$ -
Allowances	\$ -	\$ -	\$ -	\$ -
CM Contingency	\$ 2,906,340.00	\$ -		\$ -
Owner Contingency	\$ 559,436.00	\$ 13,414.26	\$ (13,414.26)	\$ -
Bond	\$ 536,037.00	\$ 142,051.00	\$ (94.46)	\$ 141,956.54
Fee	\$ 4,591,055.00	\$ 1,216,633.00	\$ (809.01)	\$ 1,215,823.99
Total	\$ 81,251,370.00	\$ 21,531,672.00	\$ (14,317.73)	\$ 21,517,354.27

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. 19 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-S00179, South Terminal C, Phase I - Airside Concourse (GMP No. 6-S.6), at the Orlando International Airport, in the credit amount of **(\$14,317.73)** for a revised GMP total amount of **\$21,517,354.27** as detailed above.

GMP	Proposed GMP Total	
Direct Cost of Work	\$ 20,159,573.74	
Unbought Scope	\$ -	
Allowances	\$ -	
CM Contingency	\$ -	
Owner Contingency	\$ -	
Bond	\$ 141,956.54	
Fee	\$ 1,215,823.99	
Total	\$ 21,517,354.27	
AAC- Compliance Review Date		5/26/22 LAQ
AAC – Funding Eligibility Review Date		5/26/22
Legal		<i>[Signature]</i>

Schedule of Values GMP 6S6 P1X

Owner: Greater Orlando Aviation Authority
 Architect: HNTB Corporation

DIV.		AMOUNT	MWBE Amount	LDB/VBE Amount
	Subcontract Amounts			
	N/A	-	-	-
	Total Subcontract Amounts	-	-	-
	Unbought Scope			
	N/A	-		
	Total Unbought Scope	-		
	Allowances			
	N/A			
	Total Allowances	-		
	Contingency			
C01	CMAR Contingency - P1	-		
C02	CMAR Contingency - P1X	-		
C03	Owner Contingency - P1			
C04	Owner Contingency - P1X	(13,414.26)		
	Total Contingency	(13,414.26)		
	Insurance			
IN01	N/A	-		
	Total Insurance	-		
	SUBTOTAL	(13,414.26)	-	-
	P&P Bond			
PP01	CMAR P&P Bond (0.66%)	(94.46)		
	Total P&P Bond	(94.46)		
	Fee			
F01	CMAR Fee (6.031%) - DCOW & Allowance	(809.01)		
	Total Fee	(809.01)		
	TOTAL	(14,317.73)	-	-



Estimator: Tena McGuff
 Estimator Checker: Tim Queely
 May 25, 2022

Company Name		MWBE Value	LDB/VBE Value
		\$ -	\$ -
	Subtotal	\$ -	\$ -
	Percentage Achieved	0.00%	0.00%

Notwithstanding the information stated above, Hensel Phelps is committed to achieving 20% MWBE participation and 4% LDB participation on Construction Services for the overall program.

** Material supply participation. The amount shown on this spreadsheet is already discounted to the 60% allowed. The signed Letters of Intent show the full amount of the commitment to the Small Business.



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: May 31, 2022

Re: 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 Hensel Phelps Construction for BP-S00179, South Terminal C, Phase I - Airside Concourse (GMP No. 6-S.6), at the Orlando International Airport.

Due to the funding source of GMP 6-S.6, Hensel Phelps Construction proposed DBE participation goals per bid scope of work for Construction Services.

Hensel Phelps Construction's deductive Amendment to Addendum No. 19 for BP-S00179 (GMP No. 6-S.6) does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP-S00179 (GMP No. 6-S.6) is 11% DBE for Construction Services.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Amendment to Addendum No. 20 to the Program and Project Management Services for South Terminal C, Phase 1 Agreement with Cost Management, Inc. to provide Additional Construction OAR Services for FY 2022 for W-S00111, South Terminal C, Phase 1 – Program and Project Management Services (OAR), for the total not-to-exceed fee amount of \$195,348.00, with funding from previously-approved General Airport Revenue Bonds, Customer Facility Charges to the extent eligible, Passenger Facility Charges to the extent eligible, and FDOT Grants to the extent eligible; subject to funding consensus by the CFOC. *[Subsequent to the Construction Committee meeting, the CFOC consensed funding for this item, as outlined above.]*

REQUEST FOR APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 62 TO THE GENERAL CONSULTING SERVICES AGREEMENT WITH SCHENKEL & SHULTZ, INC. FOR A REDUCTION IN W-S00117, SOUTH TERMINAL C, PHASE 1 - PROGRAM ADMINISTRATION AND OVERSIGHT, AT THE ORLANDO INTERNATIONAL AIRPORT.

7. Ms. McKeown presented the memorandum, dated May 31, 2022. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Gilliam, vote carried to approve an Amendment to Addendum No. 62 to the General Consulting Services Agreement with Schenkel & Shultz, Inc. for a reduction in W-S00117, South Terminal C, Phase 1 – Program Administration and Oversight, for the total deductive amount of (\$850,824.40), which includes the total deductive not-to-exceed fee amount of (\$2,282.00) from Addendum No. 62, the total deductive not-to-exceed fee amount of (\$847,493.25) from Amendment No. 1, the total deductive not-to-exceed expense amount of (\$800.65) from Addendum No. 62, and the total deductive not-to-exceed expense amount of (\$248.50) from Amendment No. 1, with funding credited to General Airport Revenue Bonds.

REQUEST FOR APPROVAL FOR A CONTRACT AMENDMENT WITH SITA INFORMATION NETWORKING CONSULTING USA, INC. AND NEW PURCHASE ORDER FOR THE APPROVAL OF EXTENSION OF DELIVERY SERVICES WITH SITA INFORMATION NETWORKING CONSULTING USA, INC. FOR W-S00145, SOUTH TERMINAL C, PHASE 1 – OWNER FURNISHED FF&E AND IT ITEMS, AT THE ORLANDO INTERNATIONAL AIRPORT.

8. *[A handout was presented, which includes a revised Memorandum, revised Supporting Documentation and new Supporting Documentation.]* Ms. Merck presented the memorandum, dated May 31, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of a Contract Amendment with SITA and New Purchase Order for the Approval of Extension of Delivery Services with SITA Information Networking Consulting USA, Inc. for W-S00145, South Terminal C, Phase 1 – Owner Furnished FF&E and IT Items, for the total amount of \$185,310.46, with funding from previously-approved Capital Expenditure Funds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF ADDENDUM NO. 23 AND AN AMENDMENT TO ADDENDUM NO. 12 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HENSEL PHELPS CONSTRUCTION, AT THE ORLANDO INTERNATIONAL AIRPORT.

9. *[A handout was presented, which includes the replacement of the entire item, revised Support Documentation and a revised Office of Small Business Development Participation Memorandum.]* Mr. Spence presented the memorandum, dated May 31, 2022. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of (1) a no cost Addendum No. 23; (2) an Amendment to Addendum No. 12; (3) an Amendment to Addendum No. 8 (GMP No. 6-S.1); (4) an Amendment to Addendum No. 13 (GMP No. 6-S.2); (5) an Amendment to Addendum No. 14 (GMP No. 6-S.3); (6) an Amendment to Addendum No. 16 (GMP No. 4); (7) an Amendment to Addendum No. 17 (GMP No. 6-S.5); (8) an Amendment to Addendum No. 19 (GMP No. 6-S.6); (9) an Amendment to Addendum No. 10 (GMP No. 11-S); (10) an Amendment to Addendum No. 22 (GMP No. 16-S.5); and, (11) GMP Amendment budget transfers (as contained in the agenda documents) to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction, contingent upon Aviation Authority Board approval of the update to the Program budgets, as recommended by the Capital Management Committee on May 31, 2022; subject to funding consensus by the CFOC. *[Subsequent to the Construction Committee meeting, the CFOC consensed funding for this item, as outlined above.] [Subsequent to the Construction Committee meeting, an action item was presented at the Construction Committee held on June 7, 2022, which clarified the recommended action, as outlined above.]*



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 Engineering & Construction
(As prepared by Ross Spence, OAR)

Date: June 7, 2022

Re: Clarification of Recommended Action for May 31, 2022 Item 9

On May 31, 2022, the Construction Committee recommended approval of the following GMP Amendments as stated by the presenter and as reflected in eight Construction Committee memoranda that were attached to and included in the Item 9 agenda item:

GMP	Addendum	Amount
GMP 6S.1 (BPS-143)	8	(\$167,718.44)
GMP 6S.2 (BPS-144)	13	\$2,333,126.00
GMP 6S.3 (BPS-145)	14	\$685,303.80
GMP 6S.4 (BPS-168)	16	\$4,091,100.33
GMP 6S.5 (BPS-177)	17	(\$55,793.67)
GMP 6S.6 (BPS-179)	19	(\$14,317.73)
GMP 11S (BPS-154)	10	(\$351,759.63)
GMP 16S.5 (BPS-189)	22	\$1,274,233.17
TOTAL		\$7,794,173.83

The memorandum stated that each proposed GMP Amendment was to be a separate action item. Therefore, the recommended action should have been stated as follows:

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of (1) a no cost Addendum No. 23; (2) an Amendment to Addendum No. 12; (3) an Amendment to Addendum No. 8 (GMP No. 6-S.1); (4) an Amendment to Addendum No. 13 (GMP No. 6-S.2); (5) an Amendment to Addendum No. 14 (GMP No. 6-S.3); (6) an Amendment to Addendum No. 16 (GMP No. 4); (7) an Amendment to Addendum No. 17 (GMP No. 6-S.5); (8) an Amendment to Addendum No. 19 (GMP No. 6-S.6); (9) an Amendment to Addendum No. 10 (GMP No. 11-S); (10) an Amendment to Addendum No. 22 (GMP No. 16-S.5); and, (11) GMP Amendment budget transfers as contained herein, to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction, contingent upon Aviation Authority Board approval of the update to the Program budgets, as recommended by the Capital Management Committee on May 31, 2022.

AAC- Compliance Review Date	5/31/22	LAQ
AAC – Funding Eligibility Review Date	5/31/22	
Legal		RNR

TERMINAL C

CLARIFICATION OF ITEM NO. 9 FROM THE CONSTRUCTION COMMITTEE MEETING HELD ON MAY 31, 2022.

2. [A handout was presented, which includes revised Supporting Documentation.] Mr. Corthell presented the memorandum, dated June 7, 2022. Discussion ensued.

Upon motion of Mr. Pelletier, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of (1) a no cost Addendum No. 23; (2) an Amendment to Addendum No. 12; (3) an Amendment to Addendum No. 8 (GMP No. 6-S.1); (4) an Amendment to Addendum No. 13 (GMP No. 6-S.2); (5) an Amendment to Addendum No. 14 (GMP No. 6-S.3); (6) an Amendment to Addendum No. 16 (GMP No. 4); (7) an Amendment to Addendum No. 17 (GMP No. 6-S.5); (8) an Amendment to Addendum No. 19 (GMP No. 6-S.6); (9) an Amendment to Addendum No. 10 (GMP No. 11-S); (10) an Amendment to Addendum No. 22 (GMP No. 16-S.5); and, (11) GMP Amendment budget transfers (as contained in the agenda documents) to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction, contingent upon Aviation Authority Board approval of the update to the Program budgets, as recommended by the Capital Management Committee on May 31, 2022.

CLARIFICATION OF ITEM NO. 10 FROM THE CONSTRUCTION COMMITTEE MEETING HELD ON MAY 31, 2022.

3. Mr. Corthell presented the memorandum, dated June 7, 2022. Discussion ensued.

Upon motion of Mr. Pelletier, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of (1) a no cost Addendum No. 32; (2) an Amendment to Addendum No. 12; (3) an Amendment to Addendum No. 31; (4) an Amendment to Addendum No. 13; (5) an Amendment to Addendum No. 11; (6) an Amendment to Addendum No. 14; (7) an Amendment to Addendum No. 15; (8) an Amendment to Addendum No. 9; (9) an Amendment to Addendum No. 19; (10) an Amendment to Addendum No. 24; (11) an Amendment to Addendum No. 20; (12) an Amendment to Addendum No. 27; (13) an Amendment to Addendum No. 26; (14) an Amendment to Addendum No. 22; (17) an Amendment to Addendum No. 23; and (18) GMP Amendment budget transfers (as contained in the agenda documents) to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Turner-Kiewit Joint Venture, contingent upon Aviation Authority Board approval of the update to the Program budgets, as recommended by the Capital Management Committee on May 31, 2022..

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN ADDENDUM TO THE CONTINUING HORIZONTAL CONSTRUCTION SERVICES AGREEMENT WITH VALENCIA CONSTRUCTION GROUP, INC. FOR THE AWARD OF H-S00027, TEMPORARY QUICK TURN-AROUND FACILITY, AT THE ORLANDO INTERNATIONAL AIRPORT.

4. [A handout was presented, which includes a revised Memorandum and Office of Small Business Development Participation Memorandum.] Ms. Taylor presented the memorandum, dated June 7, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to recommend to the Aviation Authority Board approval of an Addendum to the Continuing Horizontal Construction Services Agreement with Valencia Construction Group, Inc. for the Award of H-S00027, Temporary Quick Turn-Around Facility, for the total bid amount of \$3,377,383.00, with funding from Customer Facility Charges to the extent eligible.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE H-S00027, TEMPORARY QUICK TURN-AROUND FACILITY, AT THE ORLANDO INTERNATIONAL AIRPORT.

5. Ms. Taylor presented the memorandum, dated June 7, 2022. Discussion ensued.

Upon motion of Mr. Pelletier, second by Mr. Gilliam, vote carried to approve an Addendum to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Construction Administration Services for the H-S00027, Temporary Quick Turn-Around Facility, for the total amount of \$70,783.00, which includes the not-to-exceed fee amount of \$57,035.00 and the lump sum fee amount of \$13,748.00, with funding from Customer Facility Charges to the extent eligible.



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: June 15, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve Addendum No. 23, Amendment No. 3 to Addendum No. 12, and Guaranteed Maximum Price (GMP) Amendments for Multiple GMP Addenda (as contained herein) to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1, Agreement with Hensel Phelps Construction for the Terminal C Program at the Orlando International Airport

BACKGROUND

The 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 15 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. Since the inception of the construction contracts in 2017, the Aviation Authority and its construction managers have worked together to keep the Program going through an international pandemic that required immediate implementation of new safety measures and protocols, while at its height of project activity and workforce, which allowed hundreds of individuals to remain employed through the uncertainty in the economy and daily life. In August 2020, the Aviation Authority reduced the Program by \$226.9 million, based upon concerns of revenue impacts caused by unprecedented passenger traffic reductions and, although this had a significant impact on the Program, the Program persevered without any major disputes.

The Aviation Authority and its construction managers continued to work together to keep the Program progressing through the economic impact of the pandemic, including labor shortages, high inflation, and supply chain issues. In April 2022, the construction managers requested a time extension and related costs to extend the schedule. The Aviation Authority publicly announced its intention to commence airline operations at Terminal C in September 2022 and requested updated construction schedules to accommodate the plan for commencement of operations. Consistent with the spirit of cooperation and perseverance demonstrated throughout the course of the design and construction phases of the various projects, and as the Program nears completion, the Aviation Authority and the construction managers now desire to resolve all issues between them amicably for an increase in the contract value of approximately 1.1%.

To date, over \$500 million has been paid to certified Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB)/Veteran Business Enterprise (VBE), and Disadvantaged Business Enterprise (DBE) firms, under the Construction Management at Risk Agreements for this Program (\$281.9 million under Turner-Kiewit Joint Venture and \$218.7 million under Hensel Phelps Construction).

ISSUES

The Terminal C Program Team, in coordination with Hensel Phelps Construction, has reviewed the current financial status and progress of the work on multiple GMPs awarded as part of the Terminal C Program, and negotiated a resolution of all requests for costs, time and all other issues that requires multiple GMP Amendments.

This Agreement with Hensel Phelps Construction includes twenty-two Contract Addenda for various projects and project components of the overall South Terminal C (STC) Programs, known now as Terminal C, with a total current contract value of \$684,159,890.14. Now that the Terminal C Program is nearing Substantial Completion for the Airside Concourse and related projects, the Terminal C Program Team recommends resolution of all requests for time, costs, and all other issues that were or could have been raised by either party for the following amounts:

GMP	Amount
GMP No. 6-S.1 (BP No. S00143) (Addendum No. 8)	(\$ 167,718.44)
GMP No. 6-S.2 (BP No. S00144) (Addendum No. 13)	\$2,333,126.00
GMP No. 6-S.3 (BP No. S00145) (Addendum No. 14)	\$ 685,303.80
GMP No. 6-S.4 (BP No. S00168) (Addendum No. 16)	\$4,091,100.33
GMP No. 6-S.5 (BP No. S00177) (Addendum No. 17)	(\$ 55,793.67)
GMP No. 6-S.6 (BP No. S00179) (Addendum No. 19)	(\$ 14,317.73)
GMP No. 11-S (BP No. S00154) (Addendum No. 10)	(\$ 351,759.63)
GMP No. 16-S.6 (BP No. S00189) (Addendum No. 21)	\$1,274,233.17
TOTAL	\$7,794,173.83

As proposed, Addendum No. 23 also includes a proposed Amendment No. 3 to Addendum No. 12 which will extend the Substantial Completion date for each GMP to June 17, 2022, based upon issuance of a Certificate of Completion by the City of Orlando, include Liquidated Damages in the amount of \$52,000 per day for failure to achieve a Temporary Certificate of Completion ("TCO") by July 18, 2022, (which is the same date as the Landside Terminal CM@R) and includes \$10,000 per day for failure to achieve Final Completion by September 30, 2022.

Hensel Phelps Construction is committed to the established small business goals of 20% MWBE and 4% LDB/VBE participation for Construction Services. The estimated cumulative participation for Construction Services per GMP is as follows:

Project	Estimated GMP Cumulative Goals
GMP No. 6-S.1 (BP No. S00143)	23% MWBE 4% MWBE/VBE
GMP No. 6-S.2 (BP No. S00144)	20% MWBE 5% MWBE/VBE
GMP No. 6-S.3 (BP No. S00145)	33% MWBE 4% MWBE/VBE
GMP No. 6-S.4 (BP No. S00168)	27% MWBE 6% MWBE/VBE

GMP No. 6-S.5 (BP No. S00177)	No goals established due to specialized nature of GMP scope
GMP No. 6-S.6 (BP No. S00179)	11% DBE
GMP No. 11-S (BP No. S00154)	74% MWBE 8% MWBE/VBE
GMP No. 16-S.5 (BP No. S00189)	10.8% DBE

On May 31, 2022, the Construction Committee recommended approval of Addendum No. 23, Amendment No. 3 to Addendum No. 12, and GMP Amendments for Multiple GMP Addenda (as contained herein) to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1, Agreement with Hensel Phelps Construction for the Terminal C Program at the Orlando International Airport, as outlined in the memoranda. On June 7, 2022, the Construction Committee updated the recommended action to specifically approve each GMP Amendment value.

On May 31, 2022, the Capital Management Committee recommended approval of an update to the Capital Improvement Plan to accommodate the Terminal C Program budget updates, as outlined in the memorandum.

On May 31, 2022, the Construction Finance Oversight Committee recommended approval of the funding realignments to the Terminal C Program budget, as outlined in the memorandum.

ALTERNATIVES

The Aviation Authority Board could direct staff to proceed in another manner.

FISCAL IMPACT

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

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the (1) Construction Committee and approve (a) Addendum No. 23, (b) Amendment No. 3 to Addendum 12 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement to Hensel Phelps Construction for a No-Cost Extension of Substantial Completion for each GMP to May 31, 2022; and, (c) Amendments to all GMPs to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement to Hensel Phelps Construction as referenced herein, with funding from Florida Department of Transportation (FDOT) Grants to the extent eligible, Passenger Facility Charges to the extent eligible, Customer Facility Charges to the extent eligible, and General Airport Revenue Bonds; and, (2) delegate authority to the Chief Executive Officer to approve specific terms that do not impact the values referenced herein, and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel, subject to approval by the Aviation Authority Board of the recommendation of the Capital Management Committee to update the Capital Improvement Plan as presented in a separate action on this agenda.