

AMENDMENT 3 TO ADDENDUM #22
BP-S189, SOUTH TERMINAL C, PHASE 1, FY22 GENERAL CONDITIONS (GMP#16-S.6)

This Amendment is effective this _____ day of Jun 1, 2023, 20____, 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 September 21, 2021, the parties entered into Addendum 22 in the amount of \$6,385,992.00 to provide for the award of BP-S189, South Terminal C, Phase 1 – FY22 General Conditions (GMP#16-S.6); and

WHEREAS, on March 30, 2022, the parties entered into Amendment 1 to Addendum 22 in the amount of \$2,058,006.00 to provide for revisions to BP-S189, South Terminal C, Phase 1 – FY22 General Conditions (GMP#16-S.6); and

WHEREAS, on July 21, 2022, the parties entered into Amendment 2 to Addendum 22 in the amount of \$1,274,233.17 to provide for revisions to BP-S189, South Terminal C, Phase 1 – FY22 General Conditions (GMP#16-S.6); and

WHEREAS, the parties desire to enter into this Amendment 3 to Addendum 22 for BP-S189, South Terminal C, Phase 1 – FY22 General Conditions (GMP#16-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
General Conditions	\$ 534,733.00	\$ 915,375.00	\$ 58,094.00	\$ 973,469.00
General Cond. - Staff	\$ 5,448,293.00	\$ 8,189,621.00	\$ 694,906.23	\$ 8,884,527.23
Bond	\$ 42,130.00	64,113.46	\$ 5,302.67	\$ 69,416.13
Fee	\$ 360,836.00	\$ 549,121.71	\$ 45,414.05	\$ 594,535.76
Total	\$ 6,385,992.00	\$ 9,718,231.17	\$ 803,716.95	\$ 10,521,948.12

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 #22 remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement or Addendum #22, 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: Deidre Nielsen

Title: Project Manager


OWNER
Greater Orlando Aviation Authority


boxSIGN 1V3Q39J4-197QP55Q

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

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

this _____ day of _____, 20____


Digitally signed by Karen Ryan
DN: CN = Karen Ryan
Date: 2023.05.18 09:18:31 -0400

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



Memorandum

To: Members of the Construction Committee

From: Scott Shedek, VP, Construction
(As prepared by Ross Spence and Scott Mizell, OARs)

Date: May 2, 2023

Re: 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.

This proposed Guaranteed Maximum Price (GMP) Amendment is a final settlement of all costs through Final Completion of the Airside Concourse and related GMPs under the CM@R Agreement. At this time, it is anticipated that Final Completion will be achieved by October 31, 2023, after completion of the Electrical Management and Metering System (EMMS). This date is controlled by the supplier of electrical equipment and all efforts are being made to improve upon this date. The Certificate of Occupancy for Terminal C is anticipated by May 31, 2023, after completion of separate continuing contractor and tenant projects. Regardless of when Final Completion is actually achieved, the CM@R has agreed that this proposed amendment is the final amendment that resolves all costs and issues under the CM@R Agreement.

In June 2022, the Aviation Authority approved Addendum 23, resolving all costs for staff and general requirements through September 30, 2022, which was the anticipated date of Final Completion. At that time, the requirements for a Temporary Certificate of Occupancy (TCO) and Certificate of Occupancy (CO) were still evolving. Since that time, the TCO was issued, Substantial Completion was achieved, and the punchlist of remaining work has been mostly completed. The current punchlist, as of April 18, 2023, is attached, includes 10 items remaining to be completed. In addition to the punchlist, the completion plan includes the following 3 items: completion of the EMMS, Liftnet, and final test and balance. Any remaining close-out items, such as as-built documentation and warranties, will follow standard procedures for close-out, where retainage is withheld in each GMP until the completion of all close-out items in the GMP and final payment is made after Construction Committee approval.

After a review of the status of the punchlist and close-out work and the financial cost reports, the project team recommends this proposed negotiated final settlement of \$803,716 as a reasonable resolution of the CM@R Agreement. If approved, payment will be made in two lump sum payments, with the first payment of \$482,230 due upon approval by the Aviation Authority Board, which is anticipated in May 2023, and the second payment of \$321,486 to be due upon Final Completion and approval of the final payment by the Construction Committee. All other GMPs will be closed following standard procedures.

The proposed final value of this GMP is as follows:

GMP	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
General Conditions	\$ 534,733.00	\$ 915,375.00	\$ 58,094.00	\$ 973,469.00
General Cond. - Staff	\$ 5,448,293.00	\$ 8,189,621.00	\$ 694,906.23	\$ 8,884,527.23
Bond	\$ 42,130.00	64,113.46	\$ 5,302.67	\$ 69,416.13
Fee	\$ 360,836.00	\$ 549,121.71	\$ 45,414.05	\$ 594,535.76
Total	\$ 6,385,992.00	\$ 9,718,231.17	\$ 803,716.95	\$ 10,521,948.12
P1				
STC - P1	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
General Conditions	\$ 534,733.00	\$ 915,375.00	\$ 58,094.00	\$ 973,469.00
General Cond. - Staff	\$ 5,448,293.00	\$ 8,184,903.75	\$ 694,906.23	\$ 8,879,809.98
Bond	\$ 42,130.00	\$ 64,080.24	\$ 5,302.67	\$ 69,382.91
Fee	\$ 360,836.00	\$ 548,837.21	\$ 45,414.05	\$ 594,251.26
Total	\$ 6,385,992.00	\$ 9,713,196.20	\$ 803,716.95	\$ 10,516,913.15
P1X				
STC - P1X	Original GMP Budget	Current GMP Budget	Proposed GMP Amendment	Proposed GMP Total
General Conditions	\$ -	\$ -	\$ -	\$ -
General Cond. - Staff	\$ -	\$ 4,717.25	\$ -	\$ 4,717.25
Bond	\$ -	\$ 33.22	\$ -	\$ 33.22
Fee	\$ -	\$ 284.50	\$ -	\$ 284.50
Total	\$ -	\$ 5,034.97	\$ -	\$ 5,034.97

Funding is from General Airport Revenue Bonds Funding source verified by *Melvin Martinez* of Construction Finance on 04/ 27/ 23 as correct and available.

It is respectfully requested that the Construction Committee recommend to the Authority Board approval of an Amendment to Addendum No. 22 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-S00189, General Conditions (GMP No. 16-S.6), at the Orlando International Airport, for a revised GMP total amount of **\$10,521,948.12** as detailed above.

GMP	Proposed GMP Total
General Conditions	\$ 973,469.00
General Cond. - Staff	\$ 8,884,527.23
Bond	\$ 69,416.13
Fee	\$ 594,535.76
Total	\$ 10,521,948.12

AAC - Compliance Review Date	4/25/23 <i>LAQ</i>
AAC - Funding Eligibility Date	4/25/23
Legal	<i>KMR</i>



OIA - STC Phase 1 (8017158)				11362 Terminal C Service Rd Orlando, FL 32824	
Number	Description	Location	Status	Due Date	
08293	GOAA Issue 015304 Remove tape at bottom of rail post it used for Terrazzo installation protection throughout Corridor	06 CBP > H1 (Area 17/24/25) > 06.4006 Sterile Corridor (Area 24)	Open	3/11/2022	
16375	GOAA ISSUE 011612 GMP-6S.2, PowerXpert display was not functional during inspection. Review display and ensure it is set up correctly. Berg (01.5180) ELECTRICAL level 1 area 20 electric room thomas.reeder@goaa.org	01 Ramp > W3 (Area 20/21/22A/22B/23A) > 01.5180 ELECTRICAL ROOM	Open	5/10/2022	
18355	GOAA ISSUE 014097 GMP-6S.2, 7EMSBGNW2, clean tie breaker cubicle of dirt and debris. Tie breaker cubicle is missing metal barrier to prevent contact with energized bus. Metal barrier was furnished with switchgear. Contractor to provide replacement barrier if initial barrier has been lost. 01-0015 (01.3117) ELECTRICAL level 1 area 31 electric room Berg thomas.reeder@goaa.org	01 Ramp > N4 (Area 31/32) > 01.3117 ELECTRICAL	Open	6/13/2022	
18355	GOAA ISSUE 014113 GMP-6S.2, SPD unit for 7EMSBHUB2 has red alarm LED's illuminated. Replace SPD unit for 7EMSBHUB2. 01-0262 (01.4105) ELECTRICAL level 1 area 24 electric room Berg thomas.reeder@goaa.org	01 Ramp > W1 (Area 17/18/23C) > 01.4105 ELECTRICAL	Open	6/13/2022	
19744	GOAA ISSUE 016443 Adjust door handle on fan section. It is loose and not providing a proper seal. Also when opened the bar drags on floor of unit. AHU-R5-2 01-0021 (01.4033) MECHANICAL No Randall Mechanical, Inc. jwhitney@pageoneconsultants.com	01 Ramp > H1 (Area 17/24/25) > 01.4033 MECHANICAL (MER 5)	Open	6/21/2022	
20100	GOAA ISSUE 016795 MER 3 (room 3283, AHU 3.1): Top handle to filter section is broken. Randall Mechanical, Inc. Yes mark.penoyar@goaa.org	01 Ramp > N2 (Area 27/28) > 01.3283 MECHANICAL ROOM 3	Open	6/22/2022	
21652	GOAA ISSUE 015782 06-4006 (north end), half of one light is out ASC (Airside Concourse-HP) > CBP Level 6 > 06-0009 (6.4006) STERILE CORRIDOR Kevin Moorhouse (kevin.moorhouse@goaa.org)	06 CBP > H1 (Area 17/24/25) > 06.4006 Sterile Corridor (Area 24)	Open	7/1/2022	

Number	Description	Location	Status	Due Date
22061	GOAA Issue 028559 Some Labeling missing. Examples of missing labeling include, but are not limited to: <ul style="list-style-type: none">- Conduits- RR01/PP01 copper patch cables are missing labels- Ground bar	02 Transfer > N2 (Area 27/28) > 02.3301 Vendor IDF	Open	3/8/2023
22065	GOAA Issue 028897 GMP-6S2, Highmast lighting contactors located in electric room 01.4075 are held together with duct tape. HML contactor for HML poles 1,3, circuits 13,15,17 & 19,21,23 has a broken auto pushbutton and needs to be replaced, These contactors have been trouble since they day they were installed. Replace these contactors with new and ensure they work in automatic, as they are both currently in hand (manual) control.	01 Ramp > H1 (Area 17/24/25) > 01.4075 ELECTRICAL	Open	3/8/2023
22066	GOAA Issue 031099 GMP-6S2, all UPS units are required to have (3) labels, indicating primary source, secondary source and load panel information. Normal power source should be a black label with white letters.	01 Ramp	Open	3/8/2023



MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: May 02, 2023

Re: 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.

Hensel Phelps Construction has committed to program goals for Construction Management of twenty-five percent (25%) MWBE and six percent (6%) LDB/VBE participation.

The proposed Amendment to Addendum No. 22 does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP-S00189 (GMP No. 16-S.6) is 14% DBE for Construction Management Services.

SOUTH AIRPORT TERMINAL C, PHASE 1

CONSENT OF SURETY TO INCREASE THE PENAL SUM OF THE BONDS

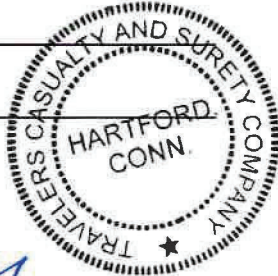
KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, HENSEL PHELPS CONSTRUCTION as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY, as Surety, hereby acknowledge that the Payment and Performance Bonds, dated effective June 12, 2017, that were executed by the Principal and Surety and submitted to the GREATER ORLANDO AVIATION AUTHORITY remain in effect and the Cumulative Contract Value is hereby increased to reflect the execution of **Amendment 17 to Addendum 8 (GMP 6-S.1), Amendment 18 to Addendum 13 (GMP 6-S.2), Amendment 9 to Addendum 14 (GMP 6-S.3), Amendment 19 to Addendum 16 (GMP 6-S.4) and Amendment 3 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 EIGHTY-FOUR MILLION EIGHT HUNDRED SEVENTY-TWO THOUSAND SIXTY-FOUR AND 76/100 Dollars (\$684,872,064.76)**. All other terms of the Bonds shall remain unchanged.

SIGNED THIS 5th DAY OF May, 2023.

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:

Glenn Walters
Justin Starnes
Deanna Hill-Holligan



(SEAL)
Kelly T. Urwiller
(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

HENSEL PHELPS CONSTRUCTION
Principal
By: *Justin Starnes*
Justin C. Starnes, 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

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**, **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

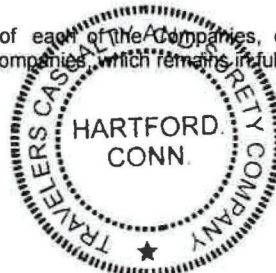
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 **5th** day of **May**, 2023.




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

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Max E. Marble, Chair, Construction Committee

DATE: May 17, 2023

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve an Amendment to Addendum No. 22 to the CM@R Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00189, South Terminal C, Phase 1, General Conditions (GMP No. 16-S.6) at MCO

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 sitework, 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 CM@R Entity Services for South Terminal C, Phase 1, Agreement to Hensel Phelps Construction.

ISSUES

The amendment to BP No. S00189 is the final cost reconciliation, and resolves all contingency requests and all other requests for costs and additional time.

On September 15, 2021, the Aviation Authority Board approved Addendum No. 22 to the 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 (GMP No. 16-S.6) at MCO, for a total negotiated GMP amount of \$6,385,992. Since 2021, the Aviation Authority Board has approved amendments to Addendum No. 22 for a total revised GMP amount of \$9,718,231.17. The scope of BP No. S00189 provides construction management staff and general requirements for FY 2022. BP No. S00189 will provide staff and general conditions necessary to manage and maintain continuity through all GMPs related to the Airside Terminal and related scope under Hensel Phelps Construction's CM@R Agreement for the Terminal C Program.

The Terminal C Program Team and Hensel Phelps Construction have reviewed the current financial status and progress of the work in BP No. S00189, and have determined that, in accordance with the contract documents, it is appropriate at this time to increase the General Conditions, General Conditions – Staff, and the Performance and Payment Bond, including the associated CM@R fee amount, as shown in the following table:

GMP	Original GMP Budget (A)	Current GMP Budget (B)	Proposed GMP Amendment (C)	Proposed Revised GMP (D) = (B) + (C)
General Conditions	\$ 534,733	\$ 915,375.00	\$ 58,094.00	\$ 973,469.00
General Conditions - Staff	\$5,448,293	\$8,189,621.00	\$694,906.23	\$ 8,884,527.23
SUBTOTAL:	\$5,983,026	\$9,104,996.00	\$753,000.23	\$ 9,857,996.23
P&P Bond	\$ 42,130	\$ 64,113.46	\$ 5,302.67	\$ 69,416.13
CM@R Fee (6.031%)	\$ 360,836	\$ 549,121.71	\$ 45,414.05	\$ 594,535.76
Total GMP Addendum Cost:	\$6,385,992	\$9,718,231.17	\$803,716.95	\$10,521,948.12

On May 2, 2023, the Construction Committee recommended approval of an Amendment to Addendum No. 22 to the CM@R Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00189, South Terminal C, Phase 1, General Conditions (GMP No. 16-S.6) at MCO, as outlined in the memorandum.

SMALL BUSINESS

Hensel Phelps Construction is committed to 25% Minority and Women Business Enterprise (MWBE) and 6% Local Developing Business (LDB) participation for Construction Management Services. The proposed GMP Amendment for BP No. S00189 does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP No. S00189 is 14% Disadvantaged Business Enterprise (DBE) for Construction Management Services.

ALTERNATIVES

None.

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 Construction Committee and approve Amendment 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 \$803,716.95, which includes \$58,094 for CM@R General Requirements, \$694,906.23 for CM@R Staff, \$5,302.67 for Performance and Payment Bonds, and \$45,414.05 for CM@R's Fee (6.031%), resulting in a revised GMP amount of \$10,521,948.12, with funding from Florida Department of Transportation (FDOT) Grants 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.