

## AMENDMENT #3 TO ADDENDUM #12 TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE SOUTH TERMINAL C, PHASE 1

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 Terminal C, Phase 1 ("Program"); and

WHEREAS, on May 21, 2018, the parties entered into Addendum #12 which incorporated the Original Baseline Program Schedule into the Agreement; and

WHEREAS, starting in November 2018, the design to expand the Program to include three additional airline gates (known as STC-P1X) was developed, and the parties updated the Program schedule to include the additional work; and

WHEREAS, on October 4, 2019, the parties amended Addendum 12 to extend the Program Substantial Completion date to May 31, 2021 to accommodate the expansion; and

WHEREAS, on May 22, 2020, the parties executed Amendment #2 to Addendum 12 to revise the Program Substantial Completion date to February 28, 2022, to align with the schedules of the other contractors assigned to South Terminal C, Phase 1; and

WHEREAS, the parties desire to resolve all requests for costs and all requests for time extensions for the CM@R and all of its subcontractors as further described in Addendum 23; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Owner and the CM@R do hereby agree to modify the terms of Addendum #12 and all previously executed Addenda, as follows:

#### ARTICLE 1

#### SCOPE OF WORK

1.1 The scope of the work for all previously approved and executed Addenda (as amended) remains unchanged.

#### **ARTICLE 2**

### REVISED SUBSTANTIAL COMPLETION, LIQUIDATED DAMAGES AND PUNCHLIST

- 2.1 The CM@R shall achieve the following milestone achievements no later than the following dates:
  - Airside Concourse Substantial Completion (as defined below) by May 31 June 17, 2022;
  - CM@R shall submit a detailed punchlist including all trades by June 1, 2022;
  - Lemporary Certificate of Completion (TCO) by July 18, 2022.
  - Certificate of Occupancy by August 1, 2022; and

Formatted: List Paragraph, Left, None, No bullets or numbering, Widow/Orphan control, Hyphenate

- Final Completion of the Airside Concourse by September 30, 2022.
- 2.2 Article 5.6 of the Agreement regarding Substantial Completion is modified to allow issuance of the Certificate of Substantial Completion upon issuance of the Certificate of Completion by the City of Orlando. -Addendum 23 describes each Party's obligations for maintenance and security. Full occupancy and use will not occur until the City of Orlando issues a **Temporary Certificate of Occupancy** ("TCO"). The Owner acknowledges that completion of the work described in **Exhibit A**, and achievement of TCO the for the Airside Concourse, may be completed during the punchlist phase, after Substantial Completion of the Airside Concourse and before Final Completion. The Owner will prepare the Owner's Substantial Completion punchlist and combine the items from all parties into one list and distribute to the CM@R by June 21, 2022. The Owner's Substantial Completion punchlist will not include items from Exhibit A. Items from Exhibit A that are completed after Substantial Completion will be inspected by CM@R and Owner and an Owner punch list will be provided for those items within seven (7) days following inspection. The punchlist for those items shall be completed prior to Final Completion.
- 2.3 All warranties, Operation and Maintenance Manuals, as-built drawings and other documentation required by the Specifications shall be submitted by the CM@R, and reviewed and accepted by the Owner, by the date of Final Completion.
- 2.4 The CM@R agrees that this time extension resolves all requests for time for all issues that were or could have been raised through the Effective Date. All other scheduling requirements of the Agreement and the Specifications remain unchanged.
- 2.5 **LIQUIDATED DAMAGES**. Article 5.3 of the Agreement is replaced in its entirety with the following:
  - 5.3.1 The CM@R acknowledges that failure to complete the Work in accordance with the Revised Baseline Schedule will result in substantial damages to the Owner, for which

the CM@R shall be fully liable through the assessment of Liquidated Damages. The Owner and CM@R recognize the difficulty in ascertaining the Owner's actual damages in the event of unexcused delay by CM@R and agree that Liquidated Damages shall represent a reasonable and good faith estimate of such damages and shall not constitute a penalty and the Owner and CM@R agree that such Liquidated Damages shall be the Owner's sole and exclusive remedy for delay impacts to Owner arising from CM@R's unexcused delay.

- 5.3.2 If the CM@R causes a delay to the Final—TCO Completion of the Airside Concourse, the Owner may assess Liquidated Damages in the amount of \$5240,000 per calendar day for each day between September 30 July 18, 2022 (or as amended in accordance with the Agreement) and the date the Final—TCO Completion—of the Airside Concourse is achieved.
- 5.3.3 If the CM@R causes a delay to the Final Completion of the Airside Concourse, the Owner may assess Liquidated Damages in the amount of \$10,000 per calendar day for each day between September 30, 2022 (or as amended in accordance with the Agreement) and the date the Final Completion of the Airside Concourse is achieved.
- 5.3.4 The Owner may recover the amount of assessed Liquidated Damages by withholding payment from the amount due on any (or across multiple) applications for payment. Instead of withholding payment, the Owner may demand that the CM@R and its Surety pay the amount due within ten (10) business days of receiving written notification. Failure to make the required payment to the Owner will result in the Owner's enforcement of its right to receive the payment in any manner allowed by law and the CM@R may be prohibited from bidding on future projects with the Owner as a result. Contingency shall not be used to pay for Liquidated Damages. The Owner's receipt of payment for Liquidated Damages does not preclude the Owner from pursuing any other rights or remedies available to it under this Agreement or Florida law. The assessment of Liquidated Damages will not affect the Owner's right to terminate this Agreement and the Owner's exercise of the right to terminate will not release the CM@R from its obligation to pay assessed Liquidated Damages, but shall be limited to causes which occurred prior to any such termination.

#### **ARTICLE 3**

- 3.1 Addendum #12, Article 3, regarding Warranty is deleted and the original Article 2.8.7 (Warranties by Others) shall remain in effect.
- 3.2 Except as expressly modified herein, the terms and conditions of the Agreement and all Addenda and Amendments remain unchanged.

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

CM@R - Hensel Phelps Construction

T'41

Title:

**OWNER** 

**Greater Orlando Aviation Authority** 

Mr. Kevin Thibault, Chief Executive Officer

OWNER

NELSON MULLINS BROAD AND CASSEL

Approved as to Form and Legality (for the benefit

Legal Counsel

of GOAA only)

Greater Orlando Aviation Authority

#### Alba Bueno

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 20<sup>th</sup> – Saturday, July 23<sup>rd</sup>. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Ms. Kathleen Sharman, Chief Financial Officer, will be his designee <u>Sunday</u>, <u>July 24<sup>th</sup> – Sunday</u>, <u>July 31<sup>st</sup>.</u> Ms. Sharman can be reached at <u>kathleen.sharman@goaa.org</u> 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: <u>anna.farmer@goaa.org</u> Website: <u>www.orlandoairports.net</u>

#### **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.

IN WITNESS WHEREOF, the Principal and the	e Surety have hereunto set their hands and seals and such of them as are
corporations have caused their corporate seals to be	e hereto affixed and these presents to be signed by their proper officers,
on the date set forth above.	o nerveto annota and these presents to be signed by their proper officers,
Signed, sealed and delivered	HENSEL PHELPS CONSTRUCTION
in the presence of:	Principal
	$A_{I}$ , $A_{I}$ .
	By: LML DONN
1:11 MARCO	
Allande	Kirk J. Hazen, Vice President
SOSCONS	Name and Title
DE COMPANY S	
	TRAVELERS CASUALTY AND SURETY COMPANY
SEAL .	Surety
historial Be	Laut Ille ille
- WARRED I	By: 1. //////
Washing AND Comment	
Wind Aforligan	Kelly T. Urwiller, Attorney-in-Fact
TEORD Z	Name and Title
O HARTFORD O SERVICE (SEADYN SE	Flood and Peterson Insurance, Inc.
(SEAP)	Agency
Father T. Amilles	
(Countersignature by a Florida Licensed Agent)	4687 W. 18th Street, Greeley, CO 80634
V	Address

DAY OF July , 20 22 .

SIGNED THIS

Kelly T. Urwiller, Florida Non-Resident Agent

Flood and Peterson Insurance, Inc.

4687 W. 18th Street, Greeley, CO 80634

Name and Title

**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 GREELEY , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and Colorado 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 quaranteeing 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.

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



Robert L. Raney, Senior Vice President

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 Cofficiency of the Power of Attorney executed by said Companies, which contains in full force and effect.

Dated this Sth. day of July 2000.

HARTFORD CONN

Kevin E. Hughes, Assistant Secretary

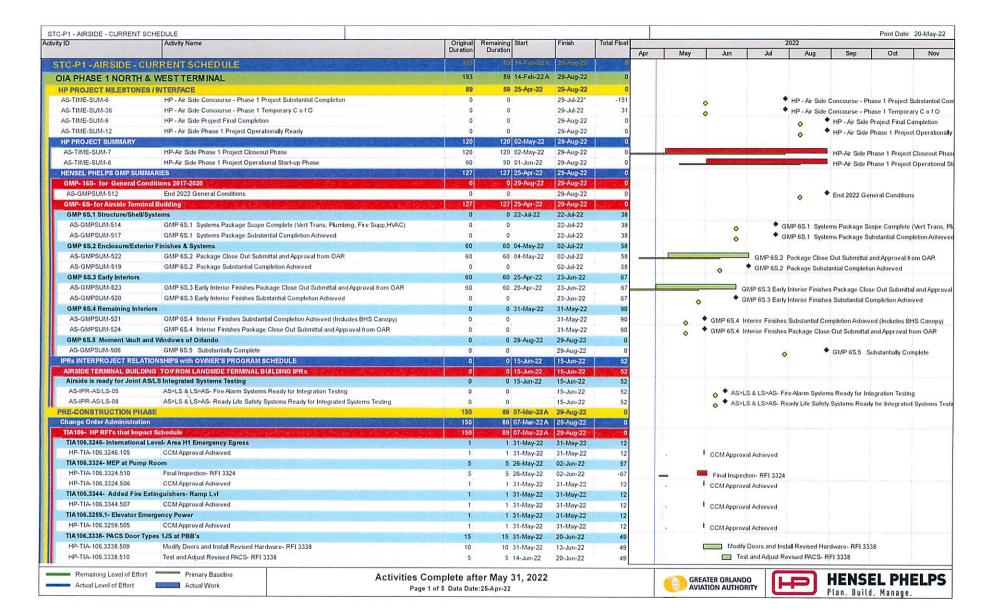
To verify the authenticity of this Power of Attorney please call us at 1-900-421-2990.

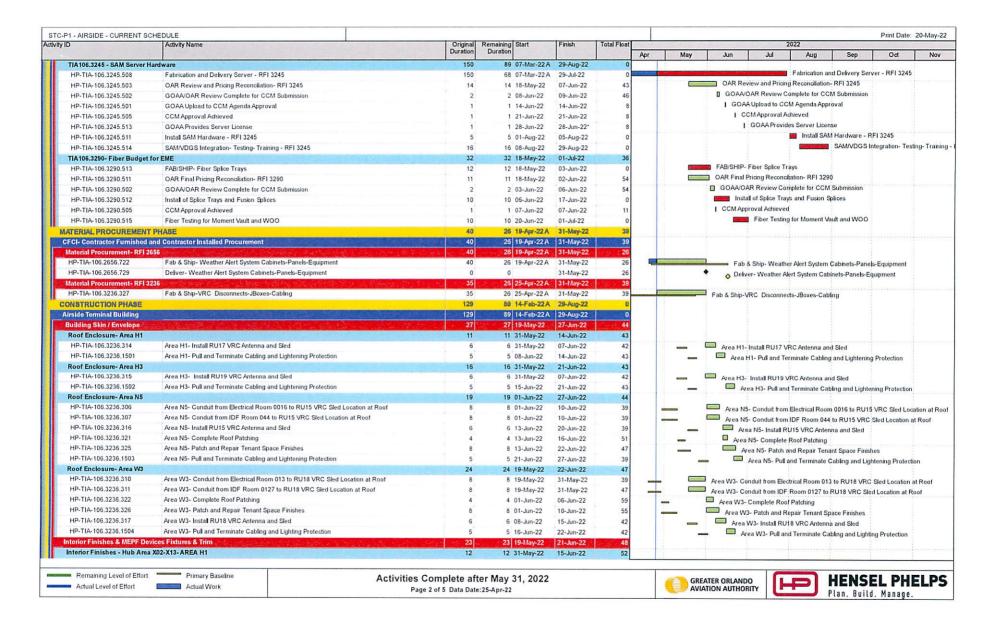


#### **EXHIBIT A**

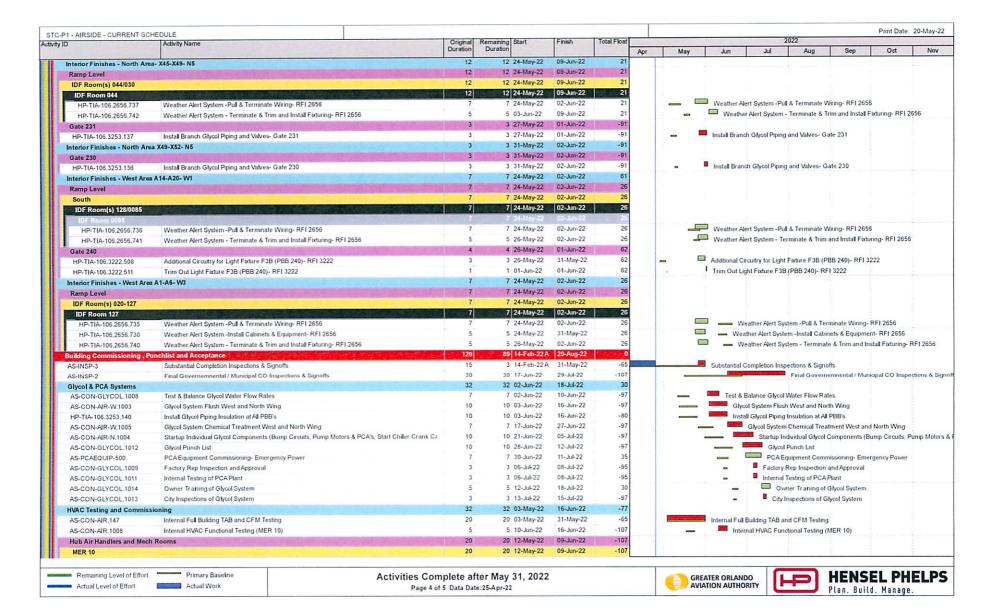
#### Settlement includes the following items to be completed after May 31, 2022, substantial completion:

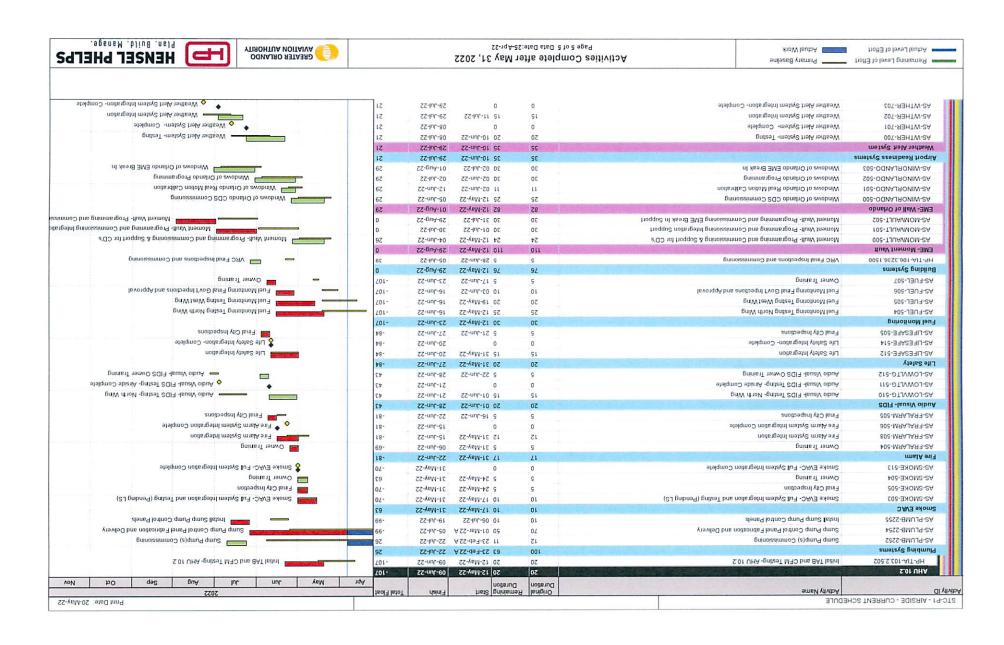
- 1. All items noted as Allowances
- 2. Campus Fire Sprinkler / Life Safety Program Integration (excluding Smoke Control re-testing)
- 3. Campus Fire Alarm Commissioning
- 4. Final Commissioning / Test and Balance Contingent upon LST completion,
- 5. Tennant fit out and Concession fit out completion.
- 6. Glycol System Operational
- 7. Campus Grounding / Lightning Protection program certification
- 8. Plumbing systems sump pump commissioning
- 9. Restoration of finishes following VRC / WAS installation
- 10. Virtual Ramp Control (VRC)
- 11. Weather Alert System (WAS)
- 12. TIA106.RFI 3324 MEP at Pump Room
- 13. TIA106.RFI 3246 International Level Area 24 &25 egress corridor revisions
- 14. TIA106.RFI 3222 Missing Circuitry for F3B Light Fixture
- 15. RFI 3290 EME Fiber Loss
- 16. RFI 3237, 3237.1 C240 Signage Change
- 17. RFI 3337 Area 17 Ramp Level Trap Primer Power
- 18. RFI 3389 PCA Room Refrigerant Purge Fan HOA Switch
- 19. FID-VID Displays Operational
- 20. Fuel Monitoring Final Inspections and approval
- 21. EME Content Integration
- 22. Emergency Management Monitoring System Program Integration
- 23. Architectural Lighting Control System Program Integration (Candela)
- 24. Operation & Maintenance Manuals
- 25. PACS / VSS / Final core changeover
- 26. Trash Compactor and Trash Chute Commissioning contingent upon GOAA OFI
- 27. Punch list
- 28. Relocation of Zone Enclosures for CBP rooms
- 29. VDGS Server Integration (AFTER August 1, 2022)





	Activity Name	Original	Remaining Start	Finish	Total Float					2022			
		Duration	Duration			Apr	May	Jun	Jul	Aug	Sep	Oct	
International Level		12	12 31-May-22	STREET, STREET	52								
HP-TIA-106.3246.107	Instal Door Frame 04-0045	1	1 31-May-22		52			1110000	Door Frame 0				
HP-TIA-106.3246.109	Instal Door Frame 04-0330	1	1 31-May-22		52			_	Door Frame 0				
HP-TIA-106.3246.112	Instal LV to Door Frame 04-0045	2	2 31-May-22		57			1	all LV to Door F				
HP-TIA-106.3246.113	Instal Elec to Door Frame 04-0045	2	2 31-May-22		57			_		Frame 04-0045			
HP-TIA-106.3246.126	Instal Doors and Hardware- RFI 3246	3	3 31-May-22		61			The state of the state of		lardware- RFI 3	246		
HP-TIA-106.3246.110	Instal Door Frame 04-0331	1	1 01-Jun-22	01-Jun-22	53		Install Door Frame 04-0331						
HP-TIA-106.3246.111	Instal Door Frame 04-0026	1	1 01-Jun-22	01-Jun-22	55		Install Door Frame 04-0026						
HP-TIA-106.3246.114	Instal LV to Door Frame 04-0330	2	2 01-Jun-22	02-Jun-22	52				tall LV to Door F				
HP-TIA-106.3246.115	Instal Elec to Door Frame 04-0330	2	2 01-Jun-22	02-Jun-22	57					Frame 04-0330			
HP-TIA-106.3246.116	Instal LV to Door Frame 04-0331	2	2 03-Jun-22	06-Jun-22	52			- a m		Frame 04-0331			
HP-TIA-106.3246.117	Instal Elec to Door Frame 04-0331	2	2 06-Jun-22	07-Jun-22	55					or Frame 04-03			
HP-TIA-106.3246.118	Instal LV to Door Frame 04-0026	2	2 07-Jun-22	08-Jun-22	52					r Frame 04-002			
HP-TIA-106.3246.124	Repair Framing & Drywall Finishing	4	4 08-Jun-22	13-Jun-22	52					g & Drywall Fini			
HP-TIA-106.3246.119	Instal Elec to Door Frame 04-0026	2	2 09-Jun-22	10-Jun-22	52					oor Frame 04-1			
HP-TIA-106.3246.125	Finish Painting BOH Corridor- RFI 3246	2	2 14-Jun-22	15-Jun-22	52			0.	<ul> <li>Finish Painti</li> </ul>	ng BOH Corrido	or- RFI 3246		
nterior Finishes - North Are	a X24-X18- AREA N2	10	10 19-May-22		46								
Transfer Level		10	10 19-May-22		46		1	-					
AS-TL-X24-18.5505	FID-VID Trimout	10	10 19-May-22		46			-	FID-VII	) Trimout			
Interior Finishes - North Are	a X29-X24- N2	10	10 03-Jun-22	16-Jun-22	46								
Transfer Level		10	10 03-Jun-22		46								
AS-TL-X29-24.1504	FID-VID Trimout	10	10 03-Jun-22	16-Jun-22	46			FID-VID Trimout					
Interior Finishes - North Are	a X32-X29- N3	11	11 19-May-22		45								
Transfer Level		10	10 19-May-22	02-Jun-22	46								
AS-TL-X32-29.982	FID-VID Trimout	10	10 19-May-22	02-Jun-22	46				FID-	AD Trimout			
International Level		10	10 20-May-22	03-Jun-22	45								
AS-IL-X32-29.9996	FID-VID Trimout	10	10 20-May-22	03-Jun-22	45		FID-VID Trimout						
nterior Finishes - North Are	a X35-X32- N3	10	10 06-Jun-22	17-Jun-22	45								
Transfer Level		10	10 06-Jun-22	17-Jun-22	45								J.
AS-TL-X35-32,987	FID-VID Trimout	10	10 06-Jun-22	17-Jun-22	45			(1/2-11)	-	FID-VID Trimo	out		
nterior Finishes - North Are	a- X38-X35- N4	11	11 24-May-22	08-Jun-22	43								
Ramp Level		8	8 24-May-22	. 03-Jun-22	25								
IDF Room(s) 031/032		8	8 24-May-22	03-Jun-22	25								
IDF Room 031		8	8 24-May-22	03-Jun-22	25								
HP-TIA-106.2656.738	Weather Alert System -Pull & Terminate Wiring- RFI 2656	7	7 24-May-22	02-Jun-22	25					ull & Terminate			
HP-TIA-106.2656.743	Weather Alert System - Terminate & Trim and Install Fixturing- RFI 2656	5	5 27-May-22	03-Jun-22	25		[	Weather	Alert System -	Terminate & Tri	m and Install Fi	cturing- RFI 26	56
Transfer Level		10	10 25-May-22		43								
AS-TL-X38-35.982	FID-VID Trimout	10	10 25-May-22	08-Jun-22	43				FIC	O-VID Trimout			
Interior Finishes - North Are	a- X42-X38- N4	15	15 26-May-22		43								
Transfer Level		10	10 03-Jun-22		43								
AS-TL-X42-38.2015	FID-VID Trimout	10	10 03-Jun-22		43				-	FID-VID Trime	out		
Gate 233		3	3 26-May-22	Married A. A. Constitution of the Constitution	-97		11						
HP-TIA-106,3253,139	Instal Branch Glycol Piping and Valves- Gate 233	3	3 26-May-22		-97		_ •	Install Bra	nch Glycol Pipir	g and Valves- G	ate 233		
Interior Finishes - North Are	a- X45-X42- N4	17	17 27-May-22		43								d.
Transfer Level		10	10 08-Jun-22	21-Jun-22	43								
AS-TL-X45-42.984	FID-VID Trimout	10	10 08-Jun-22	21-Jun-22	43				_	FID-VID Trin	nout		
Gate 232		3	3 27-May-22	01-Jun-22	-97								
HP-TIA-106.3253.138	Install Branch Glycol Piping and Valves- Gate 232	3	3 27-May-22	01-Jun-22	-97			Install Bra	inch Glycol Pipi	ng and Valves- 0	3 ate 232	<u> </u>	
Remaining Level of Effort	Primary Baseline Activi	ties Complete at						ATER ORLA	-		HENG	SEL PH	151







#### **GREATER ORLANDO**

Orla

Orla

HANDOUT

5/31/2022 CCM Item 9

Replacement of Entire Item

#### 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 Addendum 23 and an Amendment to Addendum 12 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement

with Hensel Phelps Construction

On March 20, 2017, the Aviation Authority and Hensel Phelps Construction entered into an Agreement for Construction Management at Risk Services for the construction program known then as the South Airport Terminal C, Phase One ("Agreement"). The Agreement includes twenty-two (22) 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 STC Program is nearing Substantial Completion for the Airside Concourse and related projects, the 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 6S.1 (BPS-143)	(\$167,718.44)
GMP 6S.2 (BPS-144)	\$2,333,126.00
GMP 6S.3 (BPS-145)	\$685,303.80
GMP 6S.4 (BPS-168)	\$4,091,100.33
GMP 6S.5 (BPS-177)	(\$55,793.67)
GMP 6S.6 (BPS-179)	(\$14,317.73)
GMP 11S (BPS-154)	(\$351,759.63)
GMP 16S.6 (BPS-189)	\$1,274,233.17
TOTAL	\$7,794,173.83

As proposed, Addendum 23 provides the Aviation Authority with budget certainty and schedule certainty, to the extent possible, and satisfies all subcontractor contingency requests that have been submitted by the CM@R for all items through **May 10, 2022**. Some contingency and Notto-Exceed (NTE) balances remain in place to cover all future unknown items.

Each proposed GMP Amendment is a separate action item included on this Construction Committee agenda that includes a detailed breakdown of the cost elements, as well as values for each subcontractor. The GMP Amendments include the following recommended subcontractor changes:

GMP.				RRENT
115	Cherokee Enterprises, Inc.	3300300.10	S	10,000
651	ECS Florida, LLC	0141200.8	S	_
6S1	Tierra, Inc.	0141300.8	S	(200,000)
6S1	T&T Construction of Central Florida	0330100.8	5	- 1
651	Schindler Elevator Corporation	1400200.8	S	-
651	Kirlin Florida, LLC	1500510.8	S	390,061
651	Randall Mechanical, Inc.	2108000.8	S	18,667
6S1	Randall Mechanical, Inc.	2300100.8	S	2,420,742
652	Waterproofing Specialists, Inc.	0725000.13	S	20,000
652	Crown Corr, Inc.	0742000.13	S	32,422
6S2	Inland Construction and Engineering, In	c0752000.13		87,399
6S2	Alpha Insulation and Waterproofing	0792000.13	S	(10,000)
6S2	SkyBuilders USA, LLC	0924000.13	S	467,632
652	Wal-Mark Contracting Group	0929000.13	S	858,811
6S2	Bergelectric Corp	2600000.13	S	953,128
653	ISEC, Inc	0573000.14	S	18,000
653	Advanced Millwork, Inc.	0640000.14	\$	23,362
653	Builder Services Group, Inc.	0781000.14	5	110,154
653	MULE Engineering & Construction, Inc.	0810000.14	S	72,524
653	Best Rolling Doors, Inc.	0831000.14	S	6,750
6S3	CT Windows, LLC	0841000.14	\$	13,500
653	Cleveland Construction	0951000.14	\$	714,862
683	David Allen Company, Inc.	0960000.14	S	-
653	Creative Sign Designs, LLC	1014000.14	\$	15,811
654	Fine Tune Enterprises Inc	0181000.16	S	71,957
654	Hensel Phelps Construction Co.	0330000.16	S	370,000
654	Gomez Construction Company	0510000.1 <del>6</del>	S	15,211
654	ISEC, Inc	0558000.16	\$	-
654	Empire Office, Inc.	0930000.16	S	45,000
654	Designers West Interiors, Inc.	0960000.16	\$	-
6S4	Percopo Coatings Company, LLC	0991000.16	S	320,362
654	SkyBuilders USA, LLC	1010000.16	\$	208,864
654	M.C. Dean, Inc.	2700000.16	S	3,366,344
685	SACO TECHNOLOGIES, INC	2710000.17	\$	51,621
651	Allowance		S	427,230
652	NTE Bergelectric		S	309,000
653	NTE David Allen		S	90,000
654	NTE Designers West	0000000 45	S	25,000
1656	Hensel Phelps Construction Co.	0330000.16	S	910,091
1656	Hensel Phelps Construction Co.	0330000.16	S	405,473
1656	Hensel Phelps Construction Co.	0330000.16	S	(41,331)
1656	Hensel Phelps Construction Co.	0330000.16	S	370,852

The billing rates for the NTEs are also included in each proposed GMP Amendment, as applicable.

### As proposed, Addendum 23 closes all Contingency Work Authorizations (CWAs) and scope modification forms for all Airside Concourse GMPs.

The proposed Addendum 23 also includes a proposed Amendment to Addendum 12 that would extend the Substantial Completion date for each GMP to May 31, 2022, with an agreement that certain identified work can be completed post-substantial completion, during the punchlist phase. On the date of Substantial Completion, the Aviation Authority will be responsible for maintenance and security of the Airside Concourse, with certain exceptions for systems that have not achieved final inspections. The proposed Amendment to Addendum 12 would also revert to the original intent for warranties by others, which requires the general warranties to start upon Substantial Completion of each GMP and continue for one year, unless longer as required by the applicable specifications. Final Completion is anticipated by September 30, 2022.

The proposed Addendum 23 also contains certain exclusions that have been reviewed by the Program Team and deemed acceptable, such as work to be performed by other contractors retained by the Aviation Authority.

Funding	is fro	m Lii	ne of	Credit	t, to	be	reimburse	ed b	у С	3eneral	Airpor	t Reven	ue Bonds
Funding	source	e verif	ied by						of C	Construc	tion Fi	nance or	ı / /
as	correct	and	availa	able, s	ubject	to	approval	by	the	Constr	uction	Finance	Oversight
Committe	<del>e</del> .												

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of no cost Addendum 23 and an Amendment to Addendum 12 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction, both of which are contingent upon Aviation Authority Board approval of the update to the Program budgets, as recommended by the Capital Management Committee on May 31, 2022.

	Tom Committees on Ma
Addendum 23 and Amendment to	No Cost
Addendum 12	
AAC- Compliance Review Date	5/26/22 LAQ
AAC - Funding Eligibility Review Date	5/26/22
Legal	CMR.

### Minutes of the Construction Committee Meeting, May 31, 2022 Page 3 of 6

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.

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 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 PHLEPS 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	KMR	_

#### **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. 28; (15) an Amendment to Addendum No. 16; (16) 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.