

**ADDENDUM NO. 50 TO AGREEMENT
DATED DECEMBER 10, 2015, BETWEEN
THE GREATER ORLANDO AVIATION AUTHORITY
AND HNTB CORPORATION**

Project: Start-Up Construction Administration Phase Services for BP-S00196 Terminal C Phase 1X Airfield Civil Apron and Taxiway Paving and Ground Support Equipment Facility, Orlando International Airport

THIS ADDENDUM is effective as of this 5th day of March, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Aviation Authority") and **HNTB CORPORATION** ("Consultant").

WITNESSETH

WHEREAS, by Agreement dated December 10, 2015, Aviation Authority and Consultant entered into an Agreement for Consultant to provide Architect of Record for the South Terminal C, Phase I services; and

WHEREAS, under the Agreement, Consultant agreed to perform such additional professional services for Aviation Authority as are contained in any additional scope of work established by Aviation Authority in any Addendum to the Agreement and accepted in writing by Consultant; and

WHEREAS, Aviation Authority and Consultant desire to enter into this Addendum to the Agreement to provide for additional services to be rendered by Consultant under the terms of said Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Aviation Authority and Consultant do hereby agree as follows:

1. Consultant shall perform additional services in accordance with the terms of the Agreement and the attached Exhibit "A." Consultant shall be paid for such additional services according to the payment terms set forth in the Agreement.

2. Consultant shall be compensated for such additional services in the **LUMP SUM amount of FORTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY AND NO/100 DOLLARS (\$47,720.00)**, broken down as follows:

Professional Fees:	NTE:	\$0.00
Professional Fees:	LS:	\$47,720.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$47,720.00

3. A. Consultant hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

B. (applicable to agreements that may be \$1,000,000 or more) - Consultant hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

4. Authority may terminate the Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

In the event the Agreement is for One Million Dollars (\$1,000,000.00) or more, Authority may terminate this Agreement for cause and without the opportunity to cure if the Consultant is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

5. Except as expressly modified in this Addendum, the Agreement dated December 10, 2015 and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 50 on this day of Mar 8, 2024.

GREATER ORLANDO AVIATION AUTHORITY



By: _____
Max Marble
Sr. Vice President, Capital Programs

Approved as to Form and Legality
(for the benefit of GOAA only)
on this date Mar 7, 2024



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

HNTB CORPORATION



By: _____
Signature (Duly Authorized Rep.)
George M Gilhooley
Printed Name
SVP
Title



CCM HANDOUT
3/5/2024
Item IV-B
Revised Memo

Orlan
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Orlan

(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Scott Shedek, Vice President of Construction
(Prepared by John Volpe – PMO)

Date: March 5, 2024

Re: Request for Approval of an Addendum to the Architect of Record for South Terminal C, Phase 1 Agreement with HNTB Corporation for Start-Up Construction Administration Phase Services for BP-S00196 Terminal C Phase 1X Airfield Civil Apron and Taxiway Paving and Ground Support Equipment Facility at Orlando International Airport

Consultant’s proposal, dated February 13, 2023, is to provide Construction Phase Services (CPS) for the South Terminal C, Phase 1X Airfield Civil Apron and Taxiway Paving and Ground Support Equipment Facility with HNTB Corporation which include start-up Construction Administration Services.

If approved, these services would be effective the date of the Construction Committee Approval for a duration of five weeks following NTP to the Contractor.

This continuing consultant was selected for this task based on all that apply):

- Experience
- Available Personnel
- Current Workload
- Expertise
- Equitable Distribution
- Other: _____

There is no DBE participation in this contract as the CPS services proposal was split between the NTE and the lump sum portion and all DBE participation is in the NTE proposal.

Funding is from General Airport Revenue Bonds and Passenger Facility Charges (PFC’s). Funding source verified by Melvin Martinez of Construction Finance on 03 / 04 / 24 as correct and available.

It is respectfully requested that the Construction Committee recommend approval of an Addendum to the Architect of Record for South Terminal C, Phase 1 Agreement with HNTB Corporation for the services contained herein and amount as shown below:

Not to Exceed Fees	\$0.00
Lump Sum Fees	\$47,720.00
Not to Exceed Expenses	\$0.00
TOTAL	\$47,720.00
AAC – Compliance Review Date	<i>Jm</i> 02/27/2024
AAC – Funding Eligibility Review Date	02/27/2024

HNTB Corporation

The HNTB Companies

Infrastructure Solutions

200 Colonial Center Parkway

Suite 200

Lake Mary, Florida 32746

Telephone (407) 805-0355

Facsimile (866) 205-1648

www.hntb.com



February 13, 2024

Mr. Max Marble, PE
Sr. Vice President of Capital Programs
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd.
Orlando, FL 32827-4399

Re: Proposal for an Addendum to WS-110 Terminal C – Phase 1, Architect of Record Contract for Construction Phase Services for **BP-S00196 – Terminal C, Phase 1X, Airfield Civil, Apron and Taxiway Paving and Ground Support Equipment Facility, Orlando International Airport**, HNTB Job No. 61581

Dear Mr. Marble:

HNTB is please to submit this proposal for your consideration to allow for start-up activities for Construction Phase Services (CPS) on the federally funded BP-S00196 – Terminal C, Phase 1X, Airfield Civil, Apron and Taxiway Paving and Ground Support Equipment Facility project. This proposal is based on our discussions with GOAA / PMO staff and covers the lump sum services portion of the work for a five week period following the Contractor's NTP and prior to the anticipated execution of the full lump sum services contract being executed by the Authority.

SCHEDULE:

This proposal will be effective on March 3, 2024 and five weeks thereafter.

FEE SUMMARY and DBE PARTICIPATION:

There is no DBE participation in this contract as the CPS services proposal was split between the NTE and the lump sum portion and all DBE participation is in the NTE proposal.

In summary, it is respectfully requested that the proposal be approved for lump sum amount of \$47,720.

We sincerely appreciate this opportunity to continue to work with the Authority and Jacobs PMO team on this project. If you have any questions, please do not hesitate to let me know.

Respectfully submitted,
HNTB Corporation



William G. Brooks, PE
Senior Program Director

Cc: Scott Shedek, PE, Vice President of Construction, GOAA
Christina Taylor, Senior Project Manager, GOAA
Brad Miller, Jacobs / PMO
John Volpe, Jacobs / PMO
George Gilhooley, PE, Project Principal, HNTB
Erik Lange, PE, Sr. Project Manager, HNTB
Mark Bryan, MBA, Project Business Manager, HNTB

Attachments: Scope and Fee Tables
Truth in Negotiation Certification

EXHIBIT A
DESIGNER'S SCOPE OF SERVICES

Greater Orlando Aviation Authority

Construction Phase and Close Out Services Scope

Scope of Services

2.13 CONSTRUCTION PHASE

1. The Designer's role during the Construction Phase is to assist the Owner and Program Management Office (PMO) in the administration of the construction contract. Specific duties of the Designer are further defined in the General Provisions, which are included by reference in the Agreement during the Construction Phase of the Project.

2. **Site Visits.** The Designer shall make visits to the site at intervals appropriate to the various stages of construction in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of the Contractor's Work. Such visits and observations by the Designer are not intended to be exhaustive or to extend to every aspect of the Work in progress, or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to the Designer in this Agreement and the Contract Documents, but rather, entail a general observation of the Work based upon the Designer's exercise of professional judgment in accordance with the governing standard of care. PMO will be responsible for checking that the Contractor is maintaining accurate and up to date As-Built Drawings on site. Based upon information obtained during such visits and such observations, the Designer shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and the Designer shall prepare written reports to the Owner after each site visit detailing the progress and observed quality of the Work. Such reports shall specifically identify, following such general observation, any deviations from plans, specifications, or codes, any defects, and any unsafe conditions, identified by the Designer.

The Designer shall not, during such visits to the site, or as a result of such observations of the Contractor's Work in progress, supervise, direct or have control over the Contractor's Work nor shall the Designer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing

the Work. Accordingly, the Designer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its Work in accordance with the Contract Documents.

During such visits and on the basis of such observations, the Designer shall submit a written recommendation to the PMO, with a copy to the Owner, recommending disapproval of or rejection of the Contractor's Work while it is in progress or after completion if the Designer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

3. **RFIs/DSIs.** The Designer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate, and when requested by the PMO, to allow the orderly completion of the Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents and consistent with the Owner's best interests, considering cost and schedule impacts when applicable.

4. **Contract Modifications.** The Designer, when requested by the PMO, shall review all requests for contingency caused by unforeseen conditions or design issues and respond to the PMO within five (5) business days with an opinion regarding whether the condition encountered was unforeseen or otherwise respond to the request as applicable. The Designer shall submit all proposed bulletins to the PMO.

When specifically requested by the Owner, the Designer shall prepare, reproduce, and distribute drawings and specifications to describe the changes in the Work, and shall assist with the permitting of same.

5. **Shop Drawings and Samples.** The Designer shall review and take other appropriate action in respect of Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept for the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

6. **Substitutions.** The Designer will not evaluate or determine the acceptability of substitute materials and equipment proposed by the Contractor. In the event the Owner requests such a review, this will constitute additional work and a proposal will be developed by the Designer for review and acceptance by the Owner prior to any work. Following Owner approval, the Designer will then submit a written recommendation to the PMO.

7. **Inspections.** The Designer may require special inspections or tests of the Work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents. The Designer's review of such certificates will be for the purpose of determining that the results certified include compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of

such inspections, tests or approvals comply with the requirements of the Contract Documents. The Designer shall be entitled to rely on the results of such tests.

8. **Claims.** Upon request of the Owner, the Designer shall render its opinion on all claims relating to the acceptability of the Work, execution and progress of the Work, or interpretations of the Contract Documents. In rendering such opinions, the Designer shall be fair and not show partiality to the Owner or Contractor.

9. **Applications for Payment.** After receipt of Applications for Payment and the accompanying data and schedules reviewed by the PMO, the Designer shall review the PMO's recommended amounts for payments to the Contractor/CM@R. Such review of the recommendations of payment and timely signature will constitute the Designer's representation to the Owner and PMO, based upon such observations and review, that, to the best of the Designer's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled insofar as it is the Designer's responsibility to periodically observe the Work. In the case of unit price Work, the Designer's recommendations of payment will include review of the PMO's determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents). The Designer shall complete its review of all Applications for Payment in accordance with the Owner's established workflow and process so that payments can be made in accordance with Florida's Prompt Payment Act. In general, the review shall not exceed five (5) business days.

10. **Substantial and Final Completion.** Following notice from the PMO that the Contractor considers the entire Work ready for its intended use, the Designer, Owner, and PMO, accompanied by the Contractor, shall conduct an inspection to determine if the Work is substantially complete. If, after considering any objections of the Owner, Contractor and PMO, the Designer considers the Work substantially complete, the Designer shall recommend the issuance of a Certificate of Substantial Completion to the Owner by the PMO.

The Owner, PMO and Designer shall conduct a final inspection to determine if the completed Work of the Contractor is acceptable so that the Designer may recommend, in writing, final payment to the Contractor.

2.14 PROJECT CLOSE-OUT

1. The PMO will first have reviewed and accepted the Contractor's As-Built files when in their opinion they meet the intent of the of the Contract Documents and field observations. The Designer will then prepare the following:

- a. **Architectural Designer** - As-Built Construction Revit Model and 3D Shop Drawings are to be provided by the Contractor to the Designer. Architectural Designer shall update the Architectural Revit model files to

conform to the construction model that results in a complete Record model representing all architectural as-builts, RFI responses, Bulletins, DSIs, or other document modifications, as may be required by the BIM Implementation/Execution Plan. The Architectural Designer shall provide Revit, CAD, and pdf files with "Record Document" stamp by the Architect of Record.

- b. **Other Designers – Building:** Non-architectural designers shall provide the latest model that incorporates all RFI responses, Bulletins, DSIs, or other document modifications and shall provide the associated Revit, CAD, and PDF files with a "Record Document" stamp by the Engineer of Record.
- c. **Other Designers – Civil:** Designer shall prepare the Record Documents based upon the As-Built Drawings and Documents received from the PMO. The Civil Designer shall prepare a complete set of Record Documents representing, to the best of their knowledge, the as-built conditions of the Work, as further detailed in EDC-06 for City of Orlando and OUC related sheets only. For all other sheets, the Civil Designer will provide the latest model that incorporates all RFI responses, Bulletins, DSIs, or other document modifications and shall provide all associated CAD and PDF files with a "Record Document" stamp by the Engineer of Record.

2. The Designer shall review all Close-out Documents and Manuals that are submitted by the Contractor to the PMO for conformance with the Contract Documents.

3. The Designer shall assist the Owner with fulfilling LEED 4.0 close-out requirements upon request.

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-1
SUMMARY OF TOTAL CONTRACT VALUE

Phase of Project:	Const. Ph. Services	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$47,720	\$47,720
2.0 Not to Exceed Reimbursable Fee:	\$0	\$0
3.0 Not to Exceed Reimbursable Expenses:	\$0	\$0
4.0 TOTAL CONTRACT VALUE:	\$47,720	\$47,720
Total Lump Sum Labor Hours:	170	170
Total Not to Exceed Reimbursable Labor Hours:	-	-
TOTAL LABOR HOURS:	170	170
Average Hourly Rate:	\$281	\$281

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-2
SUMMARY OF LUMP SUM FEES

Phase of Project:	Const. Ph. Services		TOTAL		
	labor hours	Total Fee	labor hours	Cost	Avg. Rate
HNTB Corporation					
Lump Sum Fee Subtotal	170	\$47,720	170	\$47,720	\$281
Total Lump Sum Amount:	170	\$47,720	170	\$47,720	\$281

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-3
BREAKDOWN OF LUMP SUM FEES

Position:	Senior Program Director I		Senior Program Director II		Sr. Project Manager I		Assistant Project Manager		TOTAL		
	\$345.00		\$300.00		\$245.00		\$161.00				Avg. Hourly
Rate (\$/Hour):	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Rate
HNTB Corporation											
Construction Phase Services											
RFI Responses	8	\$2,760	8	\$2,400	8	\$1,960	-	\$0	24	\$7,120	\$297
Meetings	16	\$5,520	16	\$4,800	16	\$3,920	16	\$2,576	64	\$16,816	\$263
Subconsultants Coordination	10	\$3,450	10	\$3,000	10	\$2,450	4	\$644	34	\$9,544	\$281
Submittals, Shop Drawings and Samples	8	\$2,760	8	\$2,400	8	\$1,960	-	\$0	24	\$7,120	\$297
Proposed Substitutions	4	\$1,380	4	\$1,200	4	\$980	-	\$0	12	\$3,560	\$297
Site Visits	4	\$1,380	4	\$1,200	4	\$980	-	\$0	12	\$3,560	\$297
TOTAL LUMP SUM FEE:	50	\$17,250	50	\$15,000	50	\$12,250	20	\$3,220	170	\$47,720	\$281

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Aviation Authority, whichever is later.

Consultant HNTB Corporation

By:  _____

Print Name: George Gilhooley

Date: February 13, 2024



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: March 05, 2024

RE: Request for Approval of an Addendum to the Architect of Record for South Terminal C, Phase 1 Agreement with HNTB Corporation for Start-Up Construction Administration Phase Services for BP-S00196 Terminal C Phase 1X Airfield Civil Apron and Taxiway Paving and Ground Support Equipment Facility at Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that HNTB Corporation does not propose small business participation in this addendum. The Construction Phase Services proposal was divided into the NTE and lump sum components, with small business participation specified within the NTE proposal.

Our analysis indicates that HNTB Corporation is eligible for award of the subject proposal.