

**AMENDMENT NO. 2 TO ADDENDUM NO. 46
TO AGREEMENT DATED DECEMBER 10, 2015
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND HNTB CORPORATION**

Project: Additional Construction Administration Services for H-S00029 Airfield Civil Restart Enabling Work, Orlando International Airport

THIS AMENDMENT is effective as of this 21st day of March, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority") and **HNTB CORPORATION** ("Consultant").

WITNESSETH

WHEREAS, by Agreement dated December 10, 2015, Authority and Consultant entered into an Agreement for Consultant to provide Architect of Record for the South Terminal C, Phase 1; and

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

WHEREAS, Authority and Consultant desire to enter into this Amendment 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, Authority and Consultant hereto 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 **NOT TO EXCEED amount of FORTY-SEVEN THOUSAND EIGHT HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$47,832.00)**, broken down as follows:

Professional Fees:	NTE:	\$47,832.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$47,832.00

3. Except as expressly modified in this Amendment, 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 Amendment No. 2 to Addendum No. 46 this day of Mar 30, 2023.

GREATER ORLANDO AVIATION AUTHORITY


boxSIGN 1V3Q39J4-4YRY6JKY

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

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Mar 30, 2023



By: _____
boxSIGN 1J8B1K51-4YRY6JKY
**NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority**

HNTB CORPORATION


boxSIGN 4YL6PBQ1-4YRY6JKY

By: _____
Printed: George Gilhooley
Title: SVP



Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Scott Shedek, Vice President of Construction
(Prepared by Ross Spence, OAR)

Date: March 21, 2023

Re: Request for Approval of an Amendment to Addendum No. 46 to the Architect of Record for South Terminal C, Phase 1, Agreement with HNTB Corporation to provide additional Construction Administrative Services for H-S00029 Airfield Civil Restart Enabling Work at the Orlando International Airport

On January 24, 2023, the Construction Committee approved Addendum No. 46 for \$84,702.00 to the above referenced agreement for services for H-S00029 Airfield Civil Restart Enabling Work. On February 21, 2023, the Construction Committee approved Amendment 1 to Addendum 46 in the amount of \$102,701.50 for additional construction administration services.

Since that time it has been determined that additional services are required for surveying of existing conditions to support the project. Consultant's proposal dated March 8, 2023, is to provide an existing conditions survey and subsurface exploration of utilities to reduce uncertainties in the future documents related to H-S00029 Airfield Civil Restart Enabling Work.

If approved, these services would be effective March 21, 2023.

The MWBE/LDB participation has been reviewed by the Office of Small Business Development. Their findings and recommendation are attached.

Funding is from General Airport Revenue Bonds and Passenger Facility Charges (PFC's) to the extent eligible. Funding source verified by Marie Dennis of Construction Finance on 3 / 16 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve an Amendment to Addendum No. 46 to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for the services contained herein and amount as shown below:

Not to Exceed Fees	\$47,832.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$47,832.00
AAC – Compliance Review Date	<i>JSS</i> 3/15/23
AAC – Funding Eligibility Review Date	3/16/23

EXHIBIT A



March 8, 2023

Mr. Scott Shedek, PE
Vice President of Construction
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd.
Orlando, FL 32827-4399

Re: WS-110 South Terminal C - Phase 1 (STC P1), Architect of Record
Proposal for Design Services for: **Completion of Survey Services for H-S0029**

Dear Mr. Shedek:

In discussions regarding repackaging the bid documents for BP-S196 Airfield Civil, Apron and Taxiway Paving project that was never awarded, and in further discussions with the Authority's OAR, it was agreed that a limited existing conditions survey and subsurface exploration of utilities would be beneficial to the Authority. This would serve to reduce uncertainties in the future bid documents due to the deferrals in the original Phase 1 work and the ensuing H-S0029 work that has further modified ~~any~~ as-builts by the Phase 1 contractors.
many

SCOPE OF WORK:

The scope is further defined in the attached scopes of work, which form the basis for the design ~~lump sum~~ ^{NTE} fee and not-to-exceed fees requested.

SCHEDULE:

Following NTP, the survey will be completed within 7.5 weeks.

^{NTE}
The proposed ~~lump sum~~ design fees and MWBE/LDB participation for the team are summarized in the following table.

GOAA South Terminal C Phase 1X					
Survey and Subsurface Utility Exploration for H-S0029					
3/8/2023					
Firm	MWBE	LDB	Lump Sum NTE Fees	Not to Exceed Fees	Role
HNTB Corporation			\$ -	\$ 3,504	Prime Consultant
Subtotal	0.0%	0.0%		\$ 3,504	
Kimley Horn & Associates			\$ 5,934	\$ -	Civil
L&S Diversified, LLC		86.6%	\$ 38,394		Civil Support
Subtotal	0.0%	0.0%	\$ 44,328	\$ -	
Total Lump Sum Fee			\$ 44,328		
Total NTE Fee				\$ 3,504	
Total Contract					\$ 47,832
MWBE	0.0%		\$ -	\$ -	
LDB		86.6%		\$ -	

We trust this proposal is consistent with your understanding. Please let me know if you would like to discuss any of the elements. We look forward to receiving your approval and NTP to allow the team to meet this schedule.

Sincerely,
HNTB Corporation



William G. Brooks, PE
 Senior Program Director

Cc: Max Marble, Sr. Vice President, Capital Program, GOAA
 Kathy Anderson, Manager, Contracts and Grants, GOAA
 George Gilhooley, PE, Project Principal, HNTB
 J.C. Arteaga, AIA, LEED AP, Architect of Record, HNTB
 Mark Bryan, Project Business Manager, HNTB

Attachments: Scope of Services Documents
 Fee Tables
 Truth in Negotiation Certification

EXHIBIT A
DESIGNER'S SCOPE OF SERVICES

Greater Orlando Aviation Authority

Topographical Survey for H-S0029 Airfield Civil Restart Enabling Work

HNTB Corporation - Scope of Services

- PM leading Design Team Kick Off Meeting to confirm overall project scope for the survey work.
- Participate in consultant team weekly meetings to discuss coordination issues and milestone progress as required to meet deliverable dates.
- Perform QA/QC reviews of all disciplines deliverables as required.

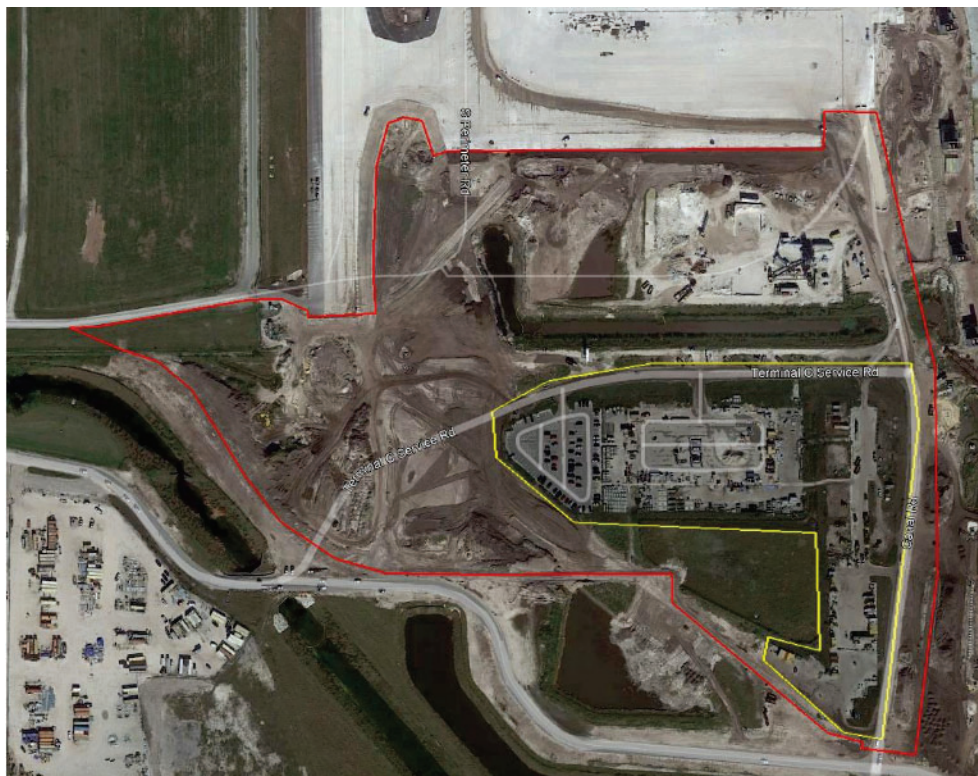
EXHIBIT A
SUB-DESIGNER'S SCOPE OF SERVICES

Greater Orlando Aviation Authority

Topographical Survey for H-S0029 P1X Enabling Activities

Kimley-Horn and Associates, Inc. - Scope of Services

1. Kimley-Horn will obtain a professional land surveyor to perform a topographical survey and subsurface exploration of utilities at Orlando International Airport (MCO). Kimley-Horn will coordinate with surveyor to document the existing conditions of the project as defined below
2. Approximate limits of survey include 48.7 acres: with 35.9 acres being open undeveloped graded and sodded (red) and; 12.8 acres being an existing construction laydown yard and partially constructed (yellow).



3. Topographic & Utility Survey

- a. L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic survey.
 - b. Topographic Survey: RTK/GPS or conventional data acquisition at a **100-foot grid** within the project limits or at adequate interval to produce 1 foot contours; location and elevation of existing improvements and visible above ground utilities; accessible storm and gravity sanitary structures with pipe size, material, and invert elevations; canals and ponds slopes to edge of water; edge of concrete pavement at south perimeter of existing terminal airfield; building/structures perimeter at ground level; limits of concrete/asphalt pavement; and setting at least **6** site bench marks to facilitate engineering for the project site.
4. Sub-Surface Utility Survey: the location and description of sub-surface utilities (paint flags) as marked by L & S Diversified.
- a. The topographic survey will be displayed at one foot contours and will be based on the North American Vertical Datum (NAVD) of 1988.
 - b. The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.
 - c. Data acquisition will conform to the horizontal and vertical precision standards as outlined in the Federal Geographic Data Committee, Geospatial Positioning Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002).
 - d. Deliverables
 - Survey in pdf and dwg format, signed and sealed hardcopies as required by Client are to be billed at cost.
5. Subsurface Utility Designation – Quality Level “B”
- a. L & S Diversified will field mark (paint & flags) all public sub-surface utility mains found excluding service lines, gravity sewer lines and irrigation, within the project limits shown above.
 - b. Route or Area: Limited to the 12.8 acres of existing construction laydown yard and partially constructed area.
 - c. A Sunshine 811 “Design” ticket will be requested for the areas described to determine the utility providers within the project limits and to notify them of the request for coordination with the L & S utility locator. These areas will be scanned for underground utilities using electronic detection devices and Ground Penetrating Radar (GPR). Any utilities detected and found within the project limits will be surface painted and flagged with the appropriate color as recognized by the National Utility Locating Contractors Association (NULCA), or if marked by others, will be verified by the L & S utility locator.
 - d. Underground utilities that are detectable by the above methods, where surface evidence exists or where plans are provided to L & S showing the locations thereof can be designated. However, some underground utilities may not be made of a conductive material or may not return a GPR echo and therefore cannot be designated with electronic prospecting equipment or GPR. Without surface evidence or existing plans, as provided to

L S, identification and designation of any utilities that might exist would then require soft excavation and would need to be determined by the client as additional services.

e. Aerial utilities and appurtenances, underground storm sewer structures or pipes, underground gravity sanitary manholes and pipes, gravity laterals and other services or the location of other underground objects such as underground fuel tanks, irrigation equipment and/or irrigation systems and their appurtenances are not included in the scope of this project.

f. Deliverables

- Sunshine State 811 "Design" ticket will be requested and documentation of this and any information obtained from the utility companies, or their representatives will be provided, field sketches of the designated utilities and site photographs.

6. Schedule: L & S Diversified will begin the Survey on the subject property within 10 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Description	Duration
Field Data Collection	3 Weeks
Office Drafting	4 Weeks
QA/QC	.5 Week
Estimated Delivery of Survey from Notice to Proceed	7.5 Weeks

7. Additional Services: If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract:

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating '0' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements; Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Survey and Subsurface Utility Exploration for H-S0029 HNTB Corporation

Item	Scope	Firm	GOAA-Approved Job Classification	Hours	Not-To-Exceed		
					GOAA Approved Bill Rate	Fees	Avg Rate
1	Project Coordination	HNTB Corporation	Sr. Project Manager	16.00	\$219.00	\$3,504.00	\$219.00
Sub-Total				16.00		\$3,504.00	\$219.00
Total				16.00		\$3,504.00	\$219.00

Survey and Subsurface Utility Exploration for H-S0029 Kimley-Horn

Item	Scope	Firm	GOAA-Approved Job Classification	Hours	NOT-TO-EXCEED		
					GOAA Approved Bill Rate	Fees	Avg Rate
1	Survey Coordination	Kimley-Horn and Associates, Inc.	Senior Project Manager	16.00	\$242.00	\$3,872.00	\$242.00
2	Survey Coordination	Kimley-Horn and Associates, Inc.	Senior Program Manager	2.00	\$267.00	\$534.00	\$267.00
3	Survey Coordination	Kimley-Horn and Associates, Inc.	Senior Engineer	8.00	\$191.00	\$1,528.00	\$191.00
4	Survey	L&S Diversified, LLC	Surveyor Party Chief	293.00	\$72.00	\$21,096.00	\$72.00
4	Survey	L&S Diversified, LLC	Survey Instrument Operator	293.00	\$32.00	\$9,376.00	\$32.00
5	Survey	L&S Diversified, LLC	CADD Technician	90.00	\$73.00	\$6,570.00	\$73.00
6	Survey	L&S Diversified, LLC	Professional Surveyor and Mapper	13.00	\$104.00	\$1,352.00	\$104.00
Sub-Total				715.00		\$44,328.00	\$62.00
Total				715.00		\$44,328.00	\$62.00

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: March 8, 2023



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: March 21, 2023

Re: Request for Approval of an Amendment to Addendum No. 46 to the Architect of Record for South Terminal C, Phase 1, Agreement with HNTB Corporation for H-S00029 Airfield Civil Restart Enabling Work for W-S00110, Terminal C, Phase 1 – Architect of Record (and Major Subconsultants), at the Orlando International Airport

The Small Business Department has reviewed the proposal from HNTB Corporation and determined that HNTB Corporation proposes 80% MWBE participation on this amendment to addendum No. 46.

Our analysis indicates that HNTB Corporation is eligible for award of the subject amendment to addendum No. 46.

MWBE UTILIZATION FORM FOR NON-FEDERALLY FUNDED PROJECTS

PLEASE COMPLETE THIS FORM

This form should be used to report Construction and Engineering /Professional Services activities.

Name of Airport: Orlando International Airport

Telephone No: (407) 825-7130

Address: One Jeff Fuqua Boulevard, Orlando, FL 32827

Project Name & Number: Request for Approval of an Amendment to Addendum No. 46 to the Architect of Record for South Terminal C, Phase 1, Agreement with HNTB Corporation for H-S00029 Airfield Civil Restart Enabling Work for W-S00110, Terminal C, Phase 1 – Architect of Record (and Major Subconsultants), at the Orlando International Airport

1. Construction Information:

Amendment Amount: _____

2. MWBE Goal by Group Representation:

Asian Pacific American	_____	Actual Result	_____
Asian Subcontinent American	_____	Actual Result	_____
Black American	_____	Actual Result	_____
Caucasian Female American	_____	Actual Result	_____
Hispanic American	_____	Actual Result	_____
Native American	_____	Actual Result	_____
Other	_____	Actual Result	_____
Total MWBE Goal	-	Actual Result	_____

3.a. Prime Contractor Information:

Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____

3.b. Name and Address of MWBE Subcontractor

Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone: _____

3.c. *Identity:

Work Item(s): _____
 Amount of Subcontract _____
 Percent of Prime Contract (%): _____

4. Engineering/Professional Services Information:

Amendment Amount: \$47,831.00

5. MWBE Goal by Group Representation:

Asian Pacific American	<u>38,393.00</u>	Actual Result	<u>80%</u>
Asian Subcontinent American	<u>-</u>	Actual Result	<u>0%</u>
Black American	<u>-</u>	Actual Result	<u>0%</u>
Caucasian Female American	<u>-</u>	Actual Result	<u>0%</u>
Hispanic American	<u>-</u>	Actual Result	<u>0%</u>
Native American	<u>-</u>	Actual Result	<u>0%</u>
Other	<u>-</u>	Actual Result	<u>0%</u>
Total MWBE Goal	<u>38,393.00</u>	Actual Result	<u>80%</u>

6.b. Engineering / Professional Service Firm Information:

Name: HNTB Corporation
 Address: 610 Crescent Executive Court, Suite 400
 City, State, Zip: Lake Mary, FL 32746
 Telephone: (407) 805-0355

6.b. Name and Address of MWBE Subconsultant

Name: L & S Diversified, LLC
 Address: 489 State Road 436 Suite 117
 City, State, Zip: Casselberry, FL 32707
 Telephone: 407-681-3836

6.c. *Identity:

Work Item(s): Civil Support (Sub of Kimley-Horn)
 Amount of Subcontract \$38,393.00
 Percent of Prime Contract (%): 80%

I certify that the information included on this form and its attachment is correct
 Signature: Edelis Molina Date: 03/21/23
 for George I. Morning, Vice President of Small Business Department

* In Items 3.c. and 6.c. above specify the identity of MWBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)