

AMENDMENT 12 TO ADDENDUM #16
BP-S168, SOUTH TERMINAL C, PHASE 1 – SOUTH TERMINAL C, PHASE
1 - INTERIOR FINISHES AND SPECIALTIES (GMP#6-S.4)

This Amendment is effective this 23rd day of June, 2021, 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 October 22, 2018, the parties entered into Addendum 16 in the amount of \$59,922,390.00 to provide for the award of BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on May 2, 2019, the parties entered into Amendment 1 to Addendum 16 in the amount of \$468,841.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 10, 2019, the parties entered into Amendment 2 to Addendum 16 in the amount of \$1,552,997.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on September 17, 2019, the parties entered into Amendment 3 to Addendum 16 in the amount of \$3,882,459.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on November 22, 2019, the parties entered into Amendment 4 to Addendum 16 in the amount of (\$1,601,027.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 1, 2020, the parties entered into Amendment 5 to Addendum 16 in the amount of (\$906,284.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on July 29, 2020, the parties entered into Amendment 6 to Addendum 16 in the amount of (\$4,157,479.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on September 14, 2020, the parties entered into Amendment 7 to Addendum 16 in the amount of (\$1,707,762.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on November 20, 2020, the parties entered into Amendment 8 to Addendum 16 in the amount of \$2,765,789.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on February 12, 2021, the parties entered into Amendment 9 to Addendum 16 in the amount of (\$277,512.00) to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on March 30, 2021, the parties entered into Amendment 10 to Addendum 16 in the amount of \$2,223,127.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, on _____, the parties entered into Amendment 11 to Addendum 16 in the amount of \$1,067,352.00 to provide for GMP revisions to BP-S168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP#6-S.4); and

WHEREAS, the parties desire to enter into this Amendment 12 to Addendum No. 16 for BP-S168, South Terminal C, Phase 1 –Interior Finishes and Specialties (GMP#6-S.4) as more fully described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Owner and the CM@R do hereby agree as follows:

1. The Guaranteed Maximum Price as more fully described in Exhibit A is hereby revised to the following:


GMP	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 56,914,366.00	\$ -	\$ 56,914,366.00
Unbought Scope	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 422,508.00	\$ -	\$ 422,508.00
CM@R Contingency	\$ 2,138,712.00	\$ 702,076.00	\$ -	\$ 702,076.00
Owner Contingency	\$ 534,678.00	\$ 1,046,719.00	\$ 791,162.00	\$ 1,837,881.00
P&P Bond	\$ 395,324.00	\$ 417,166.00	\$ 5,571.00	\$ 422,737.00
Fee	\$ 3,385,875.00	\$ 3,572,933.00	\$ 47,715.00	\$ 3,620,648.00
TOTAL	\$ 59,922,390.00	\$ 63,232,891.00	\$ 844,448.00	\$ 64,077,339.00

*Current GMP Budget as of CCM 05/11/2021

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 #16 remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement or Addendum #16, 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: Paul O'Donnell

Title: OPERATIONS MANAGER

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

this 22 day of June, 2021

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

**OWNER
Greater Orlando Aviation Authority**

By: 
Phillip N. Brown, A.A.E.
Chief Executive Officer

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 11 to Addendum 8 (GMP 6-S.1), Amendment 11 to Addendum 13 (GMP 6-S.2), Amendment 12 to Addendum 16 (GMP 6-S.4)** which are hereby referenced and incorporated into the Bonds, and, therefore, the Penal Sum for each Bond is hereby increased to **SIX HUNDRED FIFTY-EIGHT MILLION FIVE HUNDRED SEVENTY-THREE THOUSAND SIX HUNDRED FIVE AND 35/100 Dollars (\$658,573,605.35)**. All other terms of the Bonds shall remain unchanged.

SIGNED THIS 3rd DAY OF June, 2021.

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:

HENSEL PHELPS CONSTRUCTION
Principal

Julio Walter
[Signature]
(SEAL)

By: *Kirk J. Hazen*
Kirk J. Hazen, Vice President
Name and Title

W. McCaffrey
Russell B. [Signature]

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

(SEAL)
Kelly T. Urwiller
(Countersignature by a Florida Licensed Agent)

4687 W. 18th Street, Greeley, CO 80634
Address

Kelly T. Urwiller, Florida Non-Resident Agent
Name and Title
Flood and Peterson Insurance, Inc.
Agency
4687 W. 18th Street, Greeley, CO 80634
Address



NOTE: The respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

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-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 **17th** day of **January, 2019**.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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, 2021**




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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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

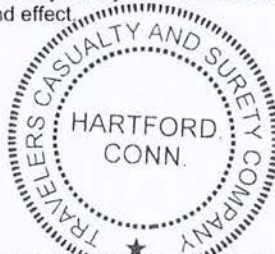
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 **3rd** day of **June, 2021**.




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-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
 (407) 825-2001

Memorandum

To: Members of the Construction Committee

From: Davin Ruohomaki, Senior Director of Planning, Engineering & Construction
(As prepared by Ross Spence, OAR)

Date: June 1, 2021

Re: Request for Recommendation of Approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport.

The STC Program Team has evaluated the budget for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), and determined that it is necessary to increase Owner Contingency to fund design bulletins and contingency requests. The proposed GMP value is indicated in the tables below:

GMP	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 56,914,366.00	\$ -	\$ 56,914,366.00
Unbought Scope	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 422,508.00	\$ -	\$ 422,508.00
CM@R Contingency	\$ 2,138,712.00	\$ 702,076.00	\$ -	\$ 702,076.00
Owner Contingency	\$ 534,678.00	\$ 1,046,719.00	\$ 791,162.00	\$ 1,837,881.00
P&P Bond	\$ 395,324.00	\$ 417,166.00	\$ 5,571.00	\$ 422,737.00
Fee	\$ 3,385,875.00	\$ 3,572,933.00	\$ 47,715.00	\$ 3,620,648.00
TOTAL	\$ 59,922,390.00	\$ 63,232,891.00	\$ 844,448.00	\$ 64,077,339.00

*Current GMP Budget as of CCM 05/11/2021

GMP - P1	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ 52,104,076.00	\$ 56,195,431.63	\$ -	\$ 56,195,431.63
Unbought Scope	\$ 1,863,725.00	\$ 157,123.00	\$ -	\$ 157,123.00
Allowances	\$ (500,000.00)	\$ 328,711.22	\$ -	\$ 328,711.22
CM@R Contingency	\$ 2,138,712.00	\$ 655,161.27	\$ -	\$ 655,161.27
Owner Contingency	\$ 534,678.00	\$ 979,722.49	\$ 791,162.00	\$ 1,770,884.49
P&P Bond	\$ 395,324.00	\$ 410,641.17	\$ 5,571.00	\$ 416,212.17
Fee	\$ 3,385,875.00	\$ 3,517,047.06	\$ 47,715.00	\$ 3,564,762.06
TOTAL	\$ 59,922,390.00	\$ 62,243,837.84	\$ 844,448.00	\$ 63,088,285.84

*Current GMP Budget as of CCM 05/11/2021

GMP - P1X	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ -	\$ 583,266.14	\$ -	\$ 583,266.14
Unbought Scope	\$ -	\$ -	\$ -	\$ -
Allowances	\$ -	\$ 93,796.78	\$ -	\$ 93,796.78
CM@R Contingency	\$ -	\$ 46,914.73	\$ -	\$ 46,914.73
Owner Contingency	\$ -	\$ 15,284.74	\$ -	\$ 15,284.74
P&P Bond	\$ -	\$ 5,205.83	\$ -	\$ 5,205.83
Fee	\$ -	\$ 44,584.94	\$ -	\$ 44,584.94
TOTAL	\$ -	\$ 789,053.16	\$ -	\$ 789,053.16

*Current GMP Budget as of CCM 05/11/2021

GMP - CBP	Original GMP Budget	Current GMP Budget*	Proposed GMP Amendment	Proposed GMP Total
Direct Cost of Work	\$ -	\$ 135,668.23	\$ -	\$ 135,668.23
Unbought Scope	\$ -	\$ -	\$ -	\$ -
Allowances	\$ -	\$ -	\$ -	\$ -
CM@R Contingency	\$ -	\$ -	\$ -	\$ -
Owner Contingency	\$ -	\$ 51,711.77	\$ -	\$ 51,711.77
P&P Bond	\$ -	\$ 1,319.00	\$ -	\$ 1,319.00
Fee	\$ -	\$ 11,301.00	\$ -	\$ 11,301.00
TOTAL	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00

*Current GMP Budget as of CCM 05/11/2021

Funding is from General Airport Revenue Bonds, Passenger Facility Charges. Funding source verified by Dave Nicholson of Construction Finance on 05/26/21 as correct and available.

It is respectfully requested that the Construction Committee recommend to the Authority Board approval of an Amendment to Addendum No. 16 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-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport, in the amount of **\$844,448.00** for a revised GMP total amount of **\$64,077,339.00** as detailed above.

Direct Cost of Work	\$ 56,914,366.00
Unbought Scope	\$ 157,123.00
Allowances	\$ 422,508.00
CM@R Contingency	\$ 702,076.00
Owner Contingency	\$ 1,837,881.00
Payment and Performance Bond	\$ 422,737.00
Fee	\$ 3,620,648.00
TOTAL	\$ 64,077,339.00
Anser	
LEGAL	<i>KMR</i>



GREATER ORLANDO AVIATION AUTHORITY

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

MEMORANDUM

To: Members of the Construction Committee

From: George I. Morning, Director of Small Business Development

Date: June 01, 2021

Re: Request for Recommendation of Approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 – Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), at the Orlando International Airport.

Hensel Phelps Construction is committed to twenty percent (20%) MWBE and four percent (4%) LDB participation for Construction Services.

The proposed Amendment No. 12 to Addendum No. 16 for BP-S00168 (GMP No. 6-S.4) does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP-S00168 (GMP No. 6-S.4) is 25% MWBE and 7% LDB/VBE for Construction Services.

the small business participation. Currently, Hensel Phelps Construction's estimate cumulative participation for BP-S00144 (GMP No. 6-S.2) is 20% MWBE and 4% LDB/VBE for Construction Services.

Mr. Corthell stated that funding for this item is subject to the Construction Finance Oversight Committee (CFOC). Ms. Sharman stated that it is on the CFOC Agenda for the meeting scheduled later in the same day.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of an Amendment to Addendum No. 13 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00144, South Terminal C, Phase 1 - Airside Terminal, Enclosure and Exterior Finishes (GMP No. 6-S.2), for a total negotiated GMP Amendment amount of \$3,088,180.00, which includes \$2,893,310.00 for Owner Contingency, \$20,374.00 for Performance and Payment Bond, and \$174,496.00 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$127,852,867.00, with funding from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds; subject to funding consensus by the CFOC. [Subsequent to the Construction Committee meeting, the CFOC consensed the funding at the meeting held on June 1, 2021, as outlined above.]

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 16 TO THE CONSTRUCTION MANAGEMENT AT RISK (CM@R) ENTITY SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HENSEL PHELPS CONSTRUCTION FOR BP-S00168, SOUTH TERMINAL C, PHASE 1 - AIRSIDE TERMINAL INTERIORS FINISHES AND SPECIALTIES (GMP NO. 6-S.4), AT THE ORLANDO INTERNATIONAL AIRPORT.

6. Mr. Corthell presented the attached memorandum, dated June 1, 2021.

Hensel Phelps Construction is committed to 20% MWBE and 4% LDB participation for Construction Services. The propose Amendment No. 12 to Addendum No. 16 for BP-S00168 (GMP No. 6-S.4) does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimate cumulative participation for BP-S00168 (GMP No. 6-S.4) is 25% MWBE and 7% LDB/VBE for Construction Services.

Mr. Corthell stated that funding for this item is subject to the Construction Finance Oversight Committee (CFOC). Ms. Sharman stated that it is on the CFOC Agenda for the meeting scheduled later in the same day.

Upon motion of Mr. Gilliam, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of an Amendment to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for the South Terminal C, Phase 1 Agreement with Hensel Phelps Construction for BP-S00168, South Terminal C, Phase 1 - Airside Terminal Interiors Finishes and Specialties (GMP No. 6-S.4), for a total negotiated GMP Amendment amount of \$844,448.00, which includes \$791,162.00 for Owner Contingency, \$5,571.00 for Performance and Payment Bond, and \$47,715.00 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$64,077,339.00, with funding from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds; subject to funding consensus by the CFOC. [Subsequent to the Construction Committee meeting, the CFOC consensed the funding at the meeting held on June 1, 2021, as outlined above.]

REQUEST FOR APPROVAL OF THE MOVEMENT OF FUNDS TO AND FROM CONTINGENCY TO SUPPORT THE AVAYA EQUIPMENT, ACCESSORIES AND LICENSES PURCHASE FROM W-S00145, SOUTH TERMINAL C, PHASE 1-OWNER FURNISHED FF&E AND IT ITEMS, AT THE ORLANDO INTERNATIONAL AIRPORT.

7. Ms. Merck presented the attached memorandum, dated June 1, 2021.

The Office of Small Business Development has reviewed the FF&E and IT Procurement Plan, and determined that, due to the specific nature of the required items, vendors for IT products are not required to propose any MWBE/LDB participation for these



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

FROM: David M. Patterson, Chairman, Construction Committee

DATE: June 16, 2021

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve Amendment No. 12 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00166, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (Guaranteed Maximum Price (GMP) No. 6-S.4) at the Orlando International Airport

BACKGROUND

The South 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 24 airline gates and a landside terminal with both secure and non-secure areas, and may include, but is not limited to, all associated improvements and infrastructure required or related thereto, such as site work, roadways, aprons, runways, taxiways, other airfield work, utilities, landscaping, lighting, walkways, pedestrian bridges, expansion of the parking garage, a new and/or expanded chiller plant, aircraft loading bridges, and all interior design, such as concessions planning, ticketing, and security improvements, and baggage handling systems.

On March 19, 2017, the Aviation Authority's Finance Committee approved the award of a Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement to Hensel Phelps Construction.

Under the CM@R Agreement, the CM@R is entitled to reimbursement and compensation for the following, upon acceptable performance:

- Direct cost of the work is the actual cost for the subcontractor costs, direct labor, materials, and equipment required to construct the work,
- Allowances are estimated dollar amounts that are separately identified in a GMP for the purpose of encumbering funds to cover certain costs that are not completely defined when the GMP is approved, but may be necessary to complete the Project. An allowance means that the scope is not fully known or additional review is needed to determine whether the item is reimbursable,
- General condition expenses, such as CM@R management staff, limited to those set forth in the CM@R Agreement,
- CM@R Contingency is the negotiated amount or percentage of the Cost of the Work to be utilized for over-budget buyout of the work and for increases in the cost due to unforeseen circumstances relating to construction of the project, except when deemed the responsibility of the Owner in accordance with the Agreement,
- Owner Contingency is an amount or percentage of the Cost of the Work to be utilized by the Owner for items deemed the responsibility of the Owner in accordance with the Agreement,

- Performance and Payment rate set forth in the CM@R Contract is 0.66%, and
- The CM@R Fee covers the CM@R's overhead, profit and all other costs not reimbursable under the CM@R Contract. For Hensel Phelps Construction, the CM@R Fee is 6.031%.

Cost of allowances, contingencies and insurance will not be incurred until approved by the Aviation Authority.

On October 10, 2018, the Aviation Authority Board approved Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, for a total negotiated GMP amount of \$59,922,390.

Since 2018, the Aviation Authority Board approved Amendment Nos. 1 through 11, resulting in a revised GMP amount of \$63,232,891, as follows:

Amendment No.	Board Date	Amount of GMP Amendment	Revised GMP Amount
1	April 17, 2019	\$ 468,841	\$60,391,231
2	June 19, 2019	\$1,552,997	\$61,944,228
3	August 28, 2019	\$3,882,459	\$65,826,687
4	November 13, 2019	(\$1,601,027)	\$64,225,660
5	June 17, 2020	(\$ 906,284)	\$63,319,376
6	July 15, 2020	(\$4,157,479)	\$59,161,897
7	August 19, 2020	(\$1,707,762)	\$57,454,135
8	November 11, 2020	\$2,765,789	\$60,219,924
9	February 2, 2021	(\$ 277,512)	\$59,942,412
10	March 17, 2021	\$2,223,127	\$62,165,539
11	May 19, 2021	\$1,067,352	\$63,232,891
	Total	\$3,310,501	\$63,232,891

The scope of BP No. S00168 includes the costs for the column covers, interior wall panels, tile, resilient tile and carpet, epoxy flooring, painting, interior specialties, roller window shades, bird control system, and low voltage systems.

ISSUES

This amendment increases Owner Contingency to fund added costs resulting from design bulletins and contingency requests.

The Owner's Authorized Representative (i.e., Geotech Consultants International, Inc. dba GCI, Inc.) and Hensel Phelps Construction have reviewed the current financial status and progress of the work in BP No. S00168, and have determined that, in accordance with the contract documents, it is appropriate at this time to increase Owner Contingency, and Performance and Payment Bond, including the associated CM@R fee amount, as shown below.

GMP	Original GMP Budget (A)	Current GMP Balance* (B)	Proposed GMP Amendment (C)	Proposed Revised GMP (D) = (B) + (C)
Direct Cost of Work	\$52,104,076	\$56,914,366	\$ 0	\$56,914,366
Unbought Scope	\$ 1,863,725	\$ 157,123	\$ 0	\$ 157,123
Allowances	(\$ 500,000)	\$ 422,508	\$ 0	\$ 422,508
CM@R Contingency	\$ 2,138,712	\$ 702,076	\$ 0	\$ 702,076
Owner Contingency	\$ 534,678	\$ 1,046,719	\$791,162	\$ 1,837,881
SUBTOTAL:	\$56,141,191	\$59,242,792	\$791,162	\$60,033,954
Perf. & Payment Bond Fee (6.031%)	\$ 395,324	\$ 417,166	\$ 5,571	\$ 422,737
	\$ 3,385,875	\$ 3,572,933	\$ 47,715	\$ 3,620,648
Total GMP Addendum Cost:	\$59,922,390	\$63,232,891	\$844,448	\$64,077,339

*The Current GMP Balance amount shown in the above table represents the current budget as a result of authorized GMP subcontract awards and other budget reallocations as a result of the GMP buyout process and the awards of CM@R's contracts and/or purchase orders through the Budget, Buyout and Contingency Management (BBC) requests approved by the Construction Committee through May 11, 2021. The GMP buyout process results in

internal cost transfers between the different GMP elements within the GMP without changing the overall GMP amount previously-approved by the Aviation Authority Board.

Hensel Phelps Construction is committed to 20% Minority and Women Business Enterprise and 4% Local Developing Business participation for Construction Services. The proposed GMP Amendment for BP No. S00168 does not have any impact on the small business participation. Currently, Hensel Phelps Construction's estimated cumulative participation for BP No. S00168 is 25% Minority and Women Business Enterprise and 7% Local Developing Business/Veteran Business Enterprise for Construction Services.

On June 1, 2021, the Construction Committee recommended approval of Amendment No. 12 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is \$844,448. Funding is from Passenger Facility Charges to the extent eligible and General Airport Revenue Bonds.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve Amendment No. 12 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for BP No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (GMP No. 6-S.4) at the Orlando International Airport, for a total negotiated GMP Amendment amount of \$844,448, which includes \$791,162 for Owner Contingency, \$5,571 for Performance and Payment Bond, and \$47,715 for the CM@R's Fee (6.031%), resulting in a revised GMP amount of \$64,077,339, with funding from Passenger Facility Charges 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.