

**AMENDMENT NO. 12 TO ADDENDUM NO. 20
TO AGREEMENT DATED DECEMBER 10, 2015
BETWEEN THE GREATER ORLANDO AVIATION AUTHORITY
AND HNTB CORPORATION**

**Project: Additional Design, Bid and Award Phase Services for W-S00110, South Terminal C, Phase 1 – Architect of Record Services
Orlando International Airport**

THIS AMENDMENT is effective as of this 18th day of June, 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 1; 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 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, Aviation 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 THIRTY-FIVE THOUSAND TWO HUNDRED TWENTY-EIGHT AND NO/100 DOLLARS (\$35,228.00)**, broken down as follows:

Professional Fees:	NTE:	\$35,228.00
Professional Fees:	LS:	\$0.00
Reimbursable Expenses:	NTE:	<u>\$0.00</u>
Total:		\$35,228.00

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. 12 to Addendum No. 20 this day of Jun 24, 2024.

GREATER ORLANDO AVIATION AUTHORITY


boxSIGN 4W88Q9ZJ-1J7RPPV5

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

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Jun 23, 2024



By: boxSIGN 11BBLK51-1J7RPPV5 _____
NELSON MULLINS RILEY AND
SCARBOROUGH, Legal Counsel
Greater Orlando Aviation Authority

HNTB CORPORATION


boxSIGN 4YL6P8Q1-1J7RPPV5

By: _____
Printed: George Gilhooley
Title: SVP

MEMORANDUM

TO: Members of the Construction Committee

FROM: Scott Shedek, Vice President of Construction

DATE: June 18, 2024

ITEM DESCRIPTION

Request for Approval of an Amendment to Addendum 20 to the Architect of Record for South Terminal C-Phase 1 Agreement with HNTB for Design, Bid, and Award Services for the negative KVAR corrections for W-S00110 South Terminal C, Phase 1-Architect of Record (& Major Subs) at Orlando International Airport

BACKGROUND

On October 10, 2018, the Construction Committee approved Addendum No. 20 in the amount of \$13,346,417.00 to the above referenced agreement. Through Addendum 20 and its various amendments, HNTB has provided Construction Administration services to support the STC. These services will support the Terminal C KVAR VS00056 project.

ISSUES

Consultant’s proposal, dated May 23, 2024, is for design, bid, and award services related to addressing the existing negative KVAR issues in Terminal C. The Consultant’s proposal includes design drawings and specifications, review of existing conditions, site walks, department meetings, and coordination with stakeholders.

If approved, services will be effective the date of Construction Committee approval.

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

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

SMALL BUSINESS

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

ALTERNATIVES

None.

FISCAL IMPACT

EXHIBIT A

Funding is from Line of Credit (LOC) to be reimbursed by General Airport Revenue Bonds (GARBs) from W-S00151 Terminal C Design and Project Oversight Services. Funding source verified by Melvin Martinez of Construction Finance on 06/13/24 as correct and available.

RECOMMENDED ACTION

It is respectfully requested that the Construction Committee approve an Amendment to Addendum No. 20 to the Architect of Record for South Terminal C, Phase 1 Agreement with HNTB for the services contained herein and the amount as shown below:

Not to Exceed Fees	\$35,228.00
Lump Sum Fees	\$0.00
Not to Exceed Expenses	\$0.00
TOTAL	\$35,228.00
AAC – Compliance Review Date	6/13/2024 ZTG
AAC – Funding Eligibility Review Date	6/13/2024

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



May 23, 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 Amendment to Addendum 20, WS-110 Terminal C – Phase 1,
Architect of Record Contract, for Negative KVAR Corrections
HNTB Job No. 61581

Dear Mr. Marble:

As requested by Ksenia Merck, please find the attached proposal from the Authority's major sub for Terminal C electrical design, Matern Professional Engineers for the electrical design of the negative KVAR Corrections for Terminal C - Phase 1. HNTB has no role / participation in this amendment scope of work.

FEE SUMMARY and MWBE/DBE PARTICIPATION:

Due to the specialized nature of the scope of work, no MWBE/DBE participation is included. The proposed Matern fees are as follows:

GOAA South Terminal C Phase 1			
Negative KVAR Corrections			
5/23/2024			
Firm	MWBE/ DBE	NTE Fee	Role
HNTB Corporation		\$ -	None
Subtotal	0.0%	\$ -	
Matern		\$ 35,228.00	Electrical Design
Subtotal	0.0%	\$ 35,228.00	
Total Lump Sum Fee			
Total NTE Fee		\$ 35,228.00	
Total Contract		\$ 35,228.00	
MWBE/DBE	0.0%	\$ -	

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
Ksenia Merck, Senior Program Director, OAR
Ross Spence, AECOM OAR
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

PROPOSAL

DATE: May 23, 2024

CLIENT: William Brooks
HNTB Corporation
11346 Terminal C Service Road
Orlando, FL 32824

RE: MCO Terminal C Negative KVAR Corrections
MPE Project No.: T-7004

Dear Mr. Brooks:

Attached is our proposal for the Negative KVAR Corrections at Terminal C.

1. General Description of Electrical Scope and Fee for Additional Services

- 1.1 Download and archive existing As-builts.
- 1.2 Revise Revit backgrounds to reflect the final locations of equipment from Contractor As-builts.
- 1.3 Set up project linking Revit models, creating Demo/Reno views, creating Demo/Reno sheets, Overall Plans, Floor Plans, Detail sheets, Panel Schedule sheets, and Riser/One-Line sheets.
- 1.4 Replacing old Revit families with the latest families.
- 1.5 Field verify existing conditions within the switchgear rooms that will be receiving cabinets. (Approximately 10 rooms)
- 1.6 Coordinate with Fortop to design equipment/details for each location.
- 1.7 Create Demo/Reno Switchgear Schedules/Elevations for affected switchgear.
- 1.8 Create Mechanical Feeder Schedules.
- 1.9 Create full Specifications.
- 1.10 Issue 95% Review Set, prepare for and attend 95% TRT Review meeting and incorporate 95% Review Comments.
- 1.11 Prepare for and attend Pre-bid Meeting.
- 1.12 Prepare for and attend Site Walk.
- 1.13 Respond to and incorporate City Review Comments.

1.14 Issue Bulletin if required.

Proposed Not To Exceed Reimbursable Fee: \$35,228.00

Thank you for the opportunity to propose our services for this project.

Sincerely,

Sincerely,
MATERN PROFESSIONAL ENGINEERING, INC.



Thomas C. Croff
Senior Project Manager
TCC/emh

Authorization to provide the above Engineering Services:

Signed: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

5/23/2024

**TABLE C-1
SUMMARY OF TOTAL CONTRACT VALUE**

Phase of Project:	Preliminary Design	Schematic 30%	Development 60%	Const. Docs. 95%	Bidding & Award	SUBTOTAL	Const. Admin.	Record Documents	TOTAL CONTRACT
1.0 Lump Sum Fee:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.0 Not to Exceed Reimbursable Fee:	\$35,228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,228.00	\$0.00	\$0.00	\$35,228.00
3.0 Not to Exceed Reimbursable Expenses:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4.0 TOTAL CONTRACT VALUE:	\$35,228.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,228.00	\$0.00	\$0.00	\$35,228.00

Total Lump Sum Labor Hours:	0	0	0	0	0	0	0	0	0
Total Not to Exceed Reimbursable Labor Hours:	372	0	0	0	0	372	0	0	372
TOTAL LABOR HOURS:	372	0	0	0	0	372	0	0	372
Average Hourly Rate:	\$94.70	\$0.00	\$0.00	\$0.00	\$0.00	\$94.70	\$0.00	\$0.00	\$94.70

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

5/23/2024

TABLE C-4

SUMMARY OF NOT TO EXCEED REIMBURSABLE FEES AND EXPENSES

Phase of Project:	Preliminary Design		Schematic (30%)		Development (60%)		Const. Docs. (95%)		Bidding & Award		Const. Admin.		Record Documents		TOTAL		
	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Total Fee	labor hours	Cost	Avg. Rate
Matern Professional Engineering																	
Not to Exceed Reimbursable Fee	372	\$35,228													372	\$35,228	94.6989
Not to Exceed Reimbursable Expenses																	
Sub-Total Designer	372	\$35,228													372	\$35,228	94.6989
Subconsultant No. 1																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																	
Sub-Total Subconsultant No. 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 2																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																	
Sub-Total Subconsultant No. 2	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 3																	
Not to Exceed Reimbursable Fee	0		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																	
Sub-Total Subconsultant No. 3	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 4																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																	
Sub-Total Subconsultant No. 4	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Subconsultant No. 5																	
Not to Exceed Reimbursable Fee			0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Not to Exceed Reimbursable Expenses																	
Sub-Total Subconsultant No. 5	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Total Not to Exceed Amount:	372	\$35,228	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	372	\$35,228	94.6989

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

5/23/2024

TABLE C-5
BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Position:	Principal Engineer		Sr. Project Manager/QC/Engi		Engineer / Designer III / Field		CADD Technician		Clerical		TOTAL		
	\$238.00		\$149.00		\$94.00		\$72.00		\$71.00		Labor Hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost			
Design													
Download /Archive existing As-builts.		\$0		\$0		\$0	4	\$288		\$0	4	\$288	\$72.00
Revising Revit backgrounds to reflect final locations of equipment from Contractor As-builts		\$0		\$0		\$0	12	\$864		\$0	12	\$864	\$72.00
Project Setup: 17 hrs <ul style="list-style-type: none"> • Linking Revit models as needed. • Creating Demo/Reno views for Revit sheets. • Creating Demo/Reno Sheets for Project. • Creating Information sheets, Overall Plans, floor plans, detail sheets, panel schedule sheets, risers/one-lines sheets. 		\$0		\$0		\$0	24	\$1,728		\$0	24	\$1,728	\$72.00
Replacing old families with latest <ul style="list-style-type: none"> • Locating existing conditions of fixtures/devices/equipment. • Replacing all electrical fixtures/devices/equipment with updated/upgraded Revit families. • Re-circuiting all electrical fixtures/devices/equipment. 		\$0		\$0		\$0	24	\$1,728		\$0	24	\$1,728	\$72.00
Field verify existing conditions within switchgear rooms which will be receiving cabinets (approximately 10).		\$0		\$0	18	\$1,692	16	\$1,152		\$0	34	\$2,844	\$83.65
Coordinate with Fortop to design equipment/details for each location.		\$0	24	\$3,576		\$0	16	\$1,152		\$0	40	\$4,728	\$118.20
Create Demo and Reno Switchgear Schedules/Elevations for affected switchgear.		\$0		\$0	24	\$2,256	16	\$1,152		\$0	40	\$3,408	\$85.20
Create Mechanical Feeder Schedules.		\$0		\$0	10	\$940	10	\$720		\$0	20	\$1,660	\$83.00
Create full Specifications.		\$0	24	\$3,576		\$0		\$0	24	\$1,704	48	\$5,280	\$110.00
Issue 95% Review Set.	2	\$476	6	\$894	10	\$940	16	\$1,152	2	\$142	36	\$3,604	\$100.11
Prepare for and attend 95% TRT Review Meeting.		\$0	2	\$298		\$0		\$0		\$0	2	\$298	\$149.00
Incorporate 95% Review Comments.		\$0	2	\$298	6	\$564	10	\$720		\$0	18	\$1,582	\$60.85
Prepare for and attend Pre-bid Meeting.		\$0	2	\$298		\$0		\$0		\$0	2	\$298	\$149.00
Prepare for and attend Site Walk.		\$0	4	\$596	4	\$376		\$0		\$0	8	\$972	\$121.50
Issue Permit/Construction Set.	2	\$476	4	\$596	8	\$752	16	\$1,152	2	\$142	32	\$3,118	\$97.43
Respond to and incorporate City Review Comments.	1	\$238	2	\$298	4	\$376	2	\$144	2	\$142	11	\$1,198	\$108.91

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

5/23/2024

TABLE C-5

BREAKDOWN OF NOT TO EXCEED REIMBURSABLE FEES

Position:	Principal Engineer		Sr. Project Manager/QC/Engi		Engineer / Designer III / Field		CADD Technician		Clerical		TOTAL		
	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Labor Hours	Cost	Avg. Hourly Rate
Rate (\$/Hour):	\$238.00		\$149.00		\$94.00		\$72.00		\$71.00				
Issue Bulletin if required.	1	\$238	2	\$298	4	\$376	8	\$576	2	\$142	17	\$1,630	\$95.88
Sub-Total Preliminary Design	6	\$1,428	72	\$10,728	88	\$8,272	174	12528	32	\$2,272	372	\$35,228	\$94.70
TOTAL ELECTRICAL FEE:	6	\$1,428	72	\$10,728	88	\$8,272	174	\$12,528	32	\$2,272	372	\$35,228	\$95

NOTES:

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL

**TABLE C-9
CONTRACT HOURLY RATES**

All amounts invoiced by the Consultant as Reimbursable Fees shall be calculated on the basis of the actual number of hours of services rendered under this Agreement by each of the positions defined and by the new positions as identified below, multiplied by the corresponding Contract Hourly Rate, up to the Not to Exceed limit defined by the Agreement. Include information on positions held by both the design consultant and each subconsultant.

FIRM	POSITION	CONTRACT HOURLY RATE
Matern Professional Engineering, Inc.	Principal Engineer	\$238.00
Matern Professional Engineering, Inc.	Sr. Project Manager/QC/Engineer V	\$149.00
Matern Professional Engineering, Inc.	Engineer / Designer III / Field Tech III	\$94.00
Matern Professional Engineering, Inc.	CADD Technician	\$72.00
Matern Professional Engineering, Inc.	Clerical	\$71.00
(Updated 07/27/2023)		

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: May 23, 2024