

**Greater Orlando Aviation Authority
Addendum No. 2
Job Order Construction Services
(Page 1 of 2)**

THIS ADDENDUM, made and entered into this day of 3/28/23, by and between the GREATER ORLANDO AVIATION AUTHORITY, ("Owner") and CARR & COLLIER INC., ("Contractor").

WITNESSETH

WHEREAS, on February 22, 2023, Owner and Contractor entered into a contract to provide continuing horizontal construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to **Project No. H-358** for project named **Terminal A Truck Loading Dock Slab Replacement**, at Orlando International Airport, hereinafter referred to as the "Work" as specified and agreed to below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Contractor shall perform the Work for the **Direct Negotiated** amount of:

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1	Labor and Materials	\$249,050.50	LS	1	\$249,050.50
		\$			\$
		\$			\$
TOTAL					\$249,050.50

2. The Contractor shall furnish all labor, materials and equipment necessary to perform the Work, as further described herein, which includes all plans, drawings, specifications and other documents as incorporated or referenced herein and made a part of this Addendum with the same effect as if they had been set forth fully in the body of this Addendum. The Work shall be performed in accordance with the terms of the Base Agreement unless modified by these Contract Documents.

3. The Contractor shall not begin the Work required under this Addendum until the Notice to Proceed date.

4. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, regulations, rules and ordinances now in effect or hereafter amended.

5. The Contractor agrees to enter into a formal agreement with the proposed MWBE/LDB sub-contractors.

6. **PUBLIC ENTITY CRIMES ACT:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. **DISCRIMINATORY VENDOR LIST:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity unless that entity or affiliate has been removed from the list pursuant to Florida law.

8. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable): The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

9. LOBBYING PROHIBITION: In accordance with Florida Statutes Section 216.347, no funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch or any state agency.

PAYMENT & PERFORMANCE BONDS: Required Waived

WORK INCLUDES: Construction Only Design and Construction

SCHEDULE OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 00 11 00, Summary of the Work	07/19, 3 pages
2	Section 00 61 13, Payment and Performance Bonds	11/14, 5 pages
3	Contractor's Proposal	3/6/23, 14 pages
4	Current Division 0/Division 1/Specification List	10/20, 1 page

CONTRACT TIME:

- Substantial Completion 60 Calendar Days from Notice to Proceed Date
- Final Completion 30 Calendar Days from Actual Substantial Completion Date

LIQUIDATED DAMAGES:

- Late Substantial Completion \$ 0.00 Per Calendar Day
- Late Final Completion \$ 0.00 Per Calendar Day

Carr & Collier Inc.

By: 


Reynolds Holiman, Vice President
 Name & Title

Construction Committee Approval Date: March 21, 2023

Notice to Proceed Date: March 27, 2023

Greater Orlando Aviation Authority

By: 
 Keyin J. Thibault, P.E.
 Chief Executive Officer

Approved as to Form and Legality
 (for the benefit of GOAA only)
 this day of March 28, 2023
 By: 
 NELSON MULLINS BROAD AND
 CASSEL, Legal Counsel
 Greater Orlando Aviation Authority

SECTION 00 61 13 - PERFORMANCE/PAYMENT BOND COVER SHEET

This cover sheet is an integral part of the attached bonds and must not be separated from them

**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA
(Public Work)
In Compliance with Florida Statute Chapter 255.05(1)(a)**

PERFORMANCE BOND NO.:	SUR0076148
PAYMENT BOND NO.:	SUR0076148
CONTRACTOR INFORMATION:	Name: Carr & Collier Inc.
	Address: 1410 Emerson St. Leesburg FL 34748
	Phone: 352-314-3625
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Argonaut Insurance Company
	Address: P.O. BOX 469011 San Antonio, TX 78246
	Phone: 800-470-7958
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Blvd. Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$249,050.50
CONTRACT NO. (if applicable):	H-358
DESCRIPTION OF WORK:	Terminal A Truck Loading Dock Slab Replacement
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Benjamin H. French
	Address: 1110 NW 6th Street Gainesville, FL 32601
	Phone: 352-374-7779

SECTION 00 61 13.13 - PERFORMANCE BOND

BOND NO.: SUR0076148

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that Carr & Collier Inc., hereinafter called Principal, and Argonaut Insurance Company, a corporation organized under the laws of the State of IL and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **TWO HUNDRED FORTY-NINE THOUSAND FIFTY AND 50/100 DOLLARS (\$249,050.50)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 3/28/23, entered into a Contract with Owner for " Bid Package H-358, Terminal A Truck Loading Dock Slab Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and
2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.
4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the

Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

- 6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
- 7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 28 day of March, 20 23, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Dianne Woods

Dianne Woods

(SEAL)

Trava Ridlon

Trava Ridlon

(SEAL)

N/A
(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

Carr & Collier Inc.,
Principal

By: Ray Holiman

Reynolds Holiman, Vice President

Name and Title

Argonaut Insurance Company

Surety

By: Benjamin H. French

Benjamin H. French, Attorney-in-Fact & FL Resident Agent

Name and Title

M.E. Wilson, LLC dba Waldorff Insurance & Bonding

Agency

1110 NW 6th St., Gainesville, FL 32601

Address



NOTE:

If Principal or Surety are corporations, 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.

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO.: SUR0076148

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **CARR & COLLIER INC.**, hereinafter called Principal, and **Argonaut Insurance Company**, a corporation organized under the laws of the State of IL, having its home office in the City of San Antonio, TX and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **TWO HUNDRED FORTY-NINE THOUSAND FIFTY AND 50/100 DOLLARS (\$249,050.50)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 3/28/23, entered into a contract with Owner for " Bid Package H-358, Terminal A Truck Loading Dock Slab Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.**

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any

Orlando International Airport
H-358, Terminal A Truck Loading Dock Slab Replacement

PAYMENT BOND FORM
SECTION 00 61 13.16

proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 28 day of March, 2023, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Dianne Woods

Dianne Woods

(SEAL)

Trava Ridlon

Trava Ridlon

(SEAL)

N/A
(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

**Carr & Collier Inc.,
Principal**

By: Reynolds Holiman

Reynolds Holiman, Vice President
Name and Title

Argonaut Insurance Company

Surety

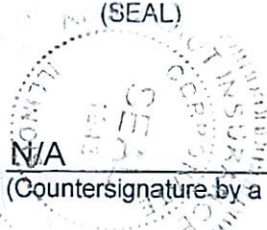
By: Benjamin H. French

Benjamin H. French, Attorney-in-Fact & FL Resident Agent

Name and Title
M.E. Wilson, LLC dba Waldorff Insurance & Bonding

Agency
1110 NW 6th St., Gainesville, FL 32601

Address



NOTE: If Principal or Surety are corporations, 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.

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L Dale Waldorff, K Wayne Walker, Pamela L Jarman, Benjamin H French, Paul A Locascio, Rebekah F. Sharp, Trava Ridlon, Ronald J Hays

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



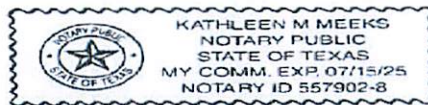
by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the _____ day of _____, _____.



Austin W. King

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.



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
(As prepared by Jim Pancoast)

Date: March 21, 2023

Re: Request for of Approval of a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with Carr & Collier, Inc., for H-358- MCO Terminal A Truck Loading Dock Slab Replacement, Orlando International Airport.

The project consists of providing all labor, equipment and materials to remove and replace several failing concrete slabs on the truck/bus route of the Terminal A Loading Dock area at the Orlando International Airport. Reference Carr & Collier, Inc., Proposal dated **March 6, 2023**, for detailed scope of work. The duration of the project is **60** calendar days for Substantial Completion and **30** calendar days for Final Completion with a contemplated Notice to Proceed (NTP) date of **March 27, 2023**. Liquidated damages defined as \$0.00 per calendar day for late Substantial Completion and \$0.00 per calendar day for late Final Completion.

This continuing contractor was selected for this project based on (all that apply):

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

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

Funding is from **Previously Approved O&M (Operations & Maintenance Fund) 301.631.210.5460002.000.000000**. Funding source verified by JWR of Construction Finance on 03/15/23 as correct and available.

It is respectfully requested that the Construction Committee approve a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of **\$249,050.50**, which includes a lump sum amount of **\$249,050.50**, and allowance(s) totaling the amount of **\$0.00**, with the requirement for Performance and Payment Bond in the amount of **\$2,953.17**.

The invoicing method for this Job Order Contract will be (select one):

- Lump Sum (~~with~~ or w/o Allowances)
Payment Method: Payment on Allowances will be authorized only after an Allowance has been converted to an approved Change Order (or Field Change Order).

CONSTRUCTION AWARD	
L/S	\$249,050.50
ALLOWANCE (NTE)	\$0.00
TOTAL	\$249,050.50
AAC - Compliance Review Date	3/14/23
AAC - Funding Eligibility Review Date	3/14/23

Req. 93795

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Conditions of Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. Project/Work Identification:

- 1. The General overall description of the Work of the Contract for the:

H-358- MCO Terminal A Truck Loading Dock Slab Replacement
Orlando International Airport
Orlando, Florida

can be summarized for purposes of administration and payment in the manner of project segments as follows:

- 2. The project consists of providing all labor, equipment and materials to remove and replace several failing concrete slabs on the truck/bus route of the Terminal A Loading Dock area at the Orlando International Airport. Reference Carr & Collier, Inc., Proposal dated March 6, 2023, for detailed scope of work.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.

- 1. Minimize any disruption to all operating areas, including parking areas.

- a. Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.
- b. Schedule and coordinate outages and interruptions of public service with the OAR. See the specific forms for processes and time constraints. Utilize the following forms:

- 1) Form #018 System Interruption/Utility Outage Notification.
- 2) Form #018a System Interruption/Utility Outage Notification Procedured.

- 3) Form #018b Roofing Impact Notification
 - 4) Form #018c Security System Interruption/Outage Request
2. Provide all temporary directional signage, safety, and barricading required for passenger services.
 - a. Submit a plan indicating signage, safety, and barricading for access routes, storage areas and work sites, at the pre-construction meeting.
 - b. Directional signing at the access gate and or along the delivery route to the storage area or work site shall be as directed by the OAR.
 3. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 4. Access to site shall be shown on the plans or as directed by the OAR. Do not permit any unauthorized construction personnel or traffic on the site. Provide for traffic control to and from the various construction areas. Immediately clean-up any debris deposited along the access road as a result of construction traffic.
 - a. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 5. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.
 - a. Coordinate with the OAR and allow for the least possible disruption of the facilities normal operations for delivery of materials and removal of demolished and discarded materials.
 - b. Delivery of materials and removal of demolished and discarded materials shall be scheduled as follows:
 - 1) As needed.
 6. The limits of construction material storage areas, equipment storage areas, and parking areas shall be as indicated in the documents or as directed by the OAR. Erect and maintain suitable fencing, marking and warning devices suitable for both day/night use to delineate the perimeter of all such areas. Refer to specification Section 01 55 30 Requirements for Use of Canal Road.
 - a. Parking management cards may be used to provide contractor parking in the terminal garages and terminal top parking. These cards will cost \$60 per card per month, taxes not included.
- B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts, facilitate occupancy usage, and protect persons and property in the project area during the entire construction period. Perform the Work so as not to interfere with the Owner's operations.

1. Unless otherwise directed by the Owner, work shall be scheduled between the hours of 4:30 PM until 7:30 AM each day.

1.5 LAWS, PERMITS, AND REGULATIONS

- A. Comply with all applicable laws, ordinances, regulations, codes, ADA requirements.
- B. Obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles.
- C. Abide by FAA and Owner's safety and security regulations and procedures relative to access to, and work in, Airport Operations Areas and secured facilities.
- D. Comply with Owner's insurance requirements.

PART 2 - PRODUCTS: As required by Contractor's Proposal.

PART 3 - EXECUTION: All work to be performed in a manner compliant with GOAA Master Specification, and documentation submitted by OAR.

END OF SECTION 01 11 00



March 6, 2023

Greater Orlando Aviation Authority
One Jeff Fuqua Blvd.
Orlando, FL 32827

Attention: Mr. Alex Sorondo, P.E.

RE: GOAA – Terminal A Loading Dock Truck Lane Slab Replacement Proposal Rev. 2

Dear Mr. Sorondo,

Carr and Collier, Inc. (CCI), is proud to submit a price proposal for the Terminal A Loading Dock Truck Lane Slab Replacement for the lump sum price of **\$249,050.50**. The project scope of services is based upon our investigations and current site conditions. Please see the intended project scope below:

Scope of Work:

- Mobilization
- Supervision & Project Management
- All Slab Replacements Will be Installed in Phases
- Safety, Security and Maintenance of Traffic
- Sawcut Concrete Pavement
- Sawcut Concrete Curb
- Demo & Remove Existing Concrete Pavement (approx. 150 sy)
- Demo & Remove Existing Concrete Curb (approx. 15 lf)
- Excavate & Remove 6" of Failed Subgrade (approx. 150 sy)
- Install 6" of Crushed Concrete Aggregate Base (approx. 150 sy)
- Install 1" Epoxy Dowels Drilled & Epoxied Into Existing Slabs
- Install 1 Mat of #5 Rebar Grid 1' O.C. Within Proposed Slabs
- Install 4,500 PSI High Early Concrete for New Slabs (approx. 150 sy)
- Install New Concrete Curb w/ Rebar
- Clean-up
- Demobilization
- P & P Bond Included

Exclusions:

- We will need continuous access to the site
- As-builts & Survey (not necessary)

P. O. Box 777, Okahumpka, FL 34762 • 352.764.3700
#CGC037504 #CUC056650



- We are assuming that this work is after normal work hours of 7:30am – 4:30pm
- Materials Testing & Densities
- Proposal valid for 30 days

We appreciate the opportunity to work with GOAA on this and future projects. If you have any questions or concerns, please contact me direct at (352) 314-3625 or via e-mail at alumley@carrandcollier.com.

Sincerely,

Antonio Lumley
Chief Estimator



OWNER: GREATER ORLANDO AVIATION AUTHORITY
 DESCRIPTION: GOAA TERMINAL A TRUCK LOADING DOCK LANE SLAB REPLACEMENT
 DATE: 6-Mar-2023

COST CODE	PROJECT SCOPES DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
2301	FOREMAN	288	HRS	0.00	0.00	39.30	11,318.40	0.00	0.00	0.00	0.00	11,318.40	
2301	OPERATOR (EXCAVATOR)	288	HRS	0.00	0.00	22.54	6,491.52	0.00	0.00	0.00	0.00	6,491.52	
2302	OPERATOR (MINI EXCAVATOR)	288	HRS	0.00	0.00	22.54	6,491.52	0.00	0.00	0.00	0.00	6,491.52	
2303	OPERATOR (LOADER)	288	HRS	0.00	0.00	20.64	5,944.32	0.00	0.00	0.00	0.00	5,944.32	
2305	PIPE LAYER (1)	288	HRS	0.00	0.00	19.18	5,523.84	0.00	0.00	0.00	0.00	5,523.84	
2310	PIPE LAYER (2)	288	HRS	0.00	0.00	19.18	5,523.84	0.00	0.00	0.00	0.00	5,523.84	
2320	CONCRETE FINISHER (1)	150	HRS	0.00	0.00	19.50	2,925.00	0.00	0.00	0.00	0.00	2,925.00	
2350	CONCRETE FINISHER (2)	150	HRS	0.00	0.00	19.50	2,925.00	0.00	0.00	0.00	0.00	2,925.00	
2400	FOREMAN PICK UP	288	HRS	0.00	0.00	0.00	0.00	13.40	3,859.20	0.00	0.00	3,859.20	
2405	EXCAVATOR W/ HAMMER	288	HRS	0.00	0.00	0.00	0.00	59.58	17,159.04	0.00	0.00	17,159.04	
2406	EXCAVATOR MINI	288	HRS	0.00	0.00	0.00	0.00	30.38	8,749.44	0.00	0.00	8,749.44	
2410	LOADER	288	HRS	0.00	0.00	0.00	0.00	42.22	12,159.36	0.00	0.00	12,159.36	
2430	PLATE COMPACTOR	288	HRS	0.00	0.00	0.00	0.00	11.39	3,280.32	0.00	0.00	3,280.32	
2527	CONCRETE 4,500 PSI	48	CY	268.00	12,864.00	0.00	0.00	0.00	0.00	0.00	0.00	12,864.00	
2528	CONCRETE ENVIRON., FUEL & HANDLING FEE	8	LDS	123.50	988.00	0.00	0.00	0.00	0.00	0.00	0.00	988.00	
2529	CONCRETE MINIMUM LOAD DELIVERIES	8	LDS	250.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	
2530	CONCRETE DISPOSAL FEE	8	LDS	125.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
2531	CONCRETE PLANT OPEN AFTER HRS (6pm - 6am)	32	HRS	400.00	12,800.00	0.00	0.00	0.00	0.00	0.00	0.00	12,800.00	
2600	REBAR & FREIGHT	1	LS	3,601.00	3,601.00	0.00	0.00	0.00	0.00	0.00	0.00	3,601.00	
2610	DOWELS & EPOXY & TIE-WIRE & FREIGHT	1	LS	10,179.93	10,179.93	0.00	0.00	0.00	0.00	0.00	0.00	10,179.93	
2620	EXPANSION MATERIALS & CHAIRS	1	LS	1,040.77	1,040.77	0.00	0.00	0.00	0.00	0.00	0.00	1,040.77	
2810	CONCRETE AGGREGATE BASE	60	TONS	17.00	1,020.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020.00	
2830	HALL CONCRETE AGGREGATE BASE	60	TONS	0.00	0.00	0.00	0.00	0.00	0.00	12.00	720.00	720.00	
2850	SAWCUT CONCRETE	7	DAYS	0.00	0.00	0.00	0.00	0.00	0.00	2,150.00	15,050.00	15,050.00	
2900	ROLL OFF CAN FOR DEBRIS	11	EA	0.00	0.00	0.00	0.00	350.00	3,850.00	0.00	0.00	3,850.00	
SUBTOTAL CONSTRUCTION COSTS					45,493.70		47,143.44		49,057.36		15,770.00	157,464.50	

COST CODE	GENERAL CONDITIONS DESCRIPTION	QTY	UNIT	MAT'L UNIT	TOTAL MATERIAL	LABOR UNIT	TOTAL LABOR	EQUIP UNIT	TOTAL EQUIP	SUB UNIT	TOTAL SUB	TOTAL	NOTES
1010	PROJECT MANAGER	3	WKS	0.00	0.00	2,200.00	6,600.00	0.00	0.00	0.00	0.00	6,600.00	
1015	SUPERINTENDENT	6.4	WKS	0.00	0.00	2,150.00	13,760.00	0.00	0.00	0.00	0.00	13,760.00	
1020	ADMINISTRATIVE ASSISTANT	0.5	WKS	0.00	0.00	1,100.00	550.00	0.00	0.00	0.00	0.00	550.00	
1025	EQUIPMENT MOBILIZATION/DEMOBILIZATION	4	LD	0.00	0.00	0.00	0.00	525.00	2,100.00	0.00	0.00	2,100.00	
1028	MOT DEVICES	1	LS	250.00	250.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	
1030	TEMP TOILETS	2	MO	150.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	
1035	WATER / ICE / CUPS	6.4	WKS	55.00	352.00	0.00	0.00	0.00	0.00	0.00	0.00	352.00	
1040	CHLORINATION / BAC-TS	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1045	SMALL TOOLS	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1050	SURVEY LAYOUT / AS-BUILTS	1	LS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1100	PROJECT VIDEO	1	LOC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1900	COMPANY VEHICLES												
	PICKUP - PROJECT MANAGER	120	HR	0.00	0.00	0.00	0.00	12.62	1,514.40	0.00	0.00	1,514.40	
	PICKUP - SUPERINTENDENT	256	HR	0.00	0.00	0.00	0.00	13.40	3,430.40	0.00	0.00	3,430.40	
SUBTOTAL GENERAL CONDITIONS					902.00		20,910.00		7,044.80		0.00	28,856.80	

PROJECT RECAP					
	TOTAL MATERIAL	TOTAL LABOR	TOTAL EQUIP	TOTAL SUB	TOTAL
SUBTOTALS (from above)	46,395.70	68,053.44	56,102.16	15,770.00	186,321.30
MATERIAL TAX (5%)	2,783.74	0.00	0.00	0.00	2,783.74
LABOR BURDEN (42%)	0.00	28,582.44	0.00	0.00	28,582.44
PROJECT COSTS SUBTOTAL	49,179.44	96,635.88	56,102.16	15,770.00	217,687.48

SUBTOTAL 217,687.48

GC MARK UP @ 12% 24,230.10
 SUBCONTRACTOR MARK UP @ 8% 1,261.60
 SAFETY PROGRAM @ 1.2% 2,918.15
 P&P BOND @ 1.2% (NOT INCL.) 2,953.17
 PROJECT TOTAL 249,050.50



PROJECT NAME: AIRPORT ROADBASE
PROJECT LOCATION: ORLANDO, FL
BID NUMBER: 23-167
BID DATE: 3/9/23

Scope: Central Hauling is a MBE, DBE, LDB, CGC.

1. Due to the constant increase in diesel our proposal numbers will only be good for 15 days depending on if there has been an increase in fuel.
2. FURNISH & HAUL ROADBASE : COST IS PER TON: \$29.00/TN

Central Hauling & Excavating Inc.
11041 Rock Blvd Orlando, FL 32824
Office: 407-656-9132
Shelby Luria (Mobile): 407-413-0677



Agreement/Execution

Signature

Date

Printed Name

Hemant Maharaj / Central Hauling & Excavating

Date

Central Hauling & Excavating Inc.
11041 Rock Blvd Orlando, FL 32824
Office: 407-656-9132
Shelby Luria (Mobile): 407-413-0677



Customer Service:
Orlando Concrete - (407) 243-5325
Orange, Osceola, Seminole

Prepared for: Carr & Collier
Contact Name: Corliss M. Fur Furo
Phone:
Email: Cfurfuro@carrandcollier.com

Project ID: Terminal C Slab Replacement
Location: OIA
FIN #:
County: Orange

Effective Date: January 4, 2023
Escalator Date: July 1, 2023
Escalator Amt: \$10.00
Recurrence: Every 6 Months
Expiration: June 30, 2023
Terms: NET 15 Days

CEMEX Representative: Jeremy Johnson
Phone: 386-589-3819
Email: jeremy.johnsonj@cemex.com

THE PRICES STATED HEREIN, UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, ARE SUBJECT TO CEMEX STANDARD TERMS AND CONDITIONS, WHICH SHALL CONTROL AND TAKE PRECEDENCE OVER ANY 'TERMS AND CONDITIONS' TO THE CONTRARY IN ANY PURCHASE ORDER OR OTHER DOCUMENT. THIS QUOTATION IS OFFERED FOR WRITTEN ACCEPTANCE WITHIN (15) DAYS, AFTER WHICH IT IS SUBJECT TO CONFIRMATION BY THE SELLER.

MATERIAL	DESCRIPTION	UNIT PRICE	UOM
STANDARD FDOT CONCRETE			
<i>***Per the latest specifications from FDOT, effective January 1, 2021, CEMEX cannot guarantee mix design approval from the FDOT, and therefore may not be able to produce all, if any, of the mixes in this document.***</i>			
	FDOT 353 - SLAB REPLACEMENT	\$268.00	CYD
MISCELLANEOUS ADD-ONS			
	ADD FOR #89 LIMESTONE	\$15.00	CYD
	ADD FOR SUPERPLASTICIZER	\$10.00	CYD
	TEMPERATURE CONTROL - ICE	\$1.00	LB
	ADD FOR RETARDER - 1%	\$5.00	CYD
	ADD FOR RETARDER - 2%	\$10.00	CYD
SUPPLEMENTAL CHARGES			
	ENVIRONMENTAL FEE	\$25.00	PER LOAD
	VARIABLE FUEL SURCHARGE - ADJUSTED MONTHLY	\$88.50	PER LOAD
	CONCRETE HANDLING FEE	\$10.00	PER LOAD
	PUMP PRIMER CHARGE	\$500.00	CYD
	MINIMUM LOAD CHARGE FOR DELIVERIES - CONCRETE 1-3 CYDS	\$350.00	PER LOAD
	MINIMUM LOAD CHARGE FOR DELIVERIES - CONCRETE 4-8 CYDS	\$250.00	PER LOAD
	CONCRETE DISPOSAL FEE - PARTIAL LOAD	\$125.00	PER LOAD
	CONCRETE DISPOSAL FEE - FULL LOAD	\$300.00	PER LOAD
	PLANT OPENING FEE (Monday - Friday from 12AM - 6AM) - HOURLY (4 HR. MINIMUM)	\$400.00	HOURLY
	PLANT OPENING FEE (Monday - Friday from 6PM - 12AM) - BID UPON REQUEST		
	SATURDAY DELIVERY CHARGE - HOURLY (4 HR. MINIMUM)	\$400.00	HOURLY
	SUNDAY OPENING CHARGE - BID UPON REQUEST		
	HOLIDAY OPENING CHARGE - BID UPON REQUEST		
*** ALL ORDERS BETWEEN 6PM AND 6AM MUST BE SCHEDULED FIRMLY 48 HOURS IN ADVANCE ***			
	CANCELTION FEE FOR ORDERS LESS THAN 50 CYD	\$2,500.00	EA
	CANCELTION FEE FOR ORDERS GREATER THAN 50 CYD	\$4,500.00	EA

SUBMITTED BY: Jeremy Johnson



Prepared for: Carr & Collier

Project: Terminal C Slab Replacement

County: Orange

SALES TAX NOT INCLUDED

Accepted this _____ day of _____ 2023
upon Seller's attached Standard Terms and Conditions.

Firm: _____

Signature: _____

Checkout

Customer

alumley@carrandcollier.com

[Edit](#)

Shipping & Billing Addresses

Shipping Address:

Antonio Lumley

P.O. Box 777

Okahumpka FL, 34762

(352) 764-3700

Commercial

[Change Shipping Address](#)

Billing Address:

Antonio Lumley

P.O. Box 777

Okahumpka FL, 34762

(352) 764-3700

Commercial

[Change Billing Address](#)

Order Summary

[Edit Cart](#)

980 Item(s)

Subtotal \$10,837.96

Estimated Shipping \$382.73

Estimated Tax \$736.98

Total: \$11,957.67

NOTICE: 3rd Party Shipping Carriers are experiencing a shortage of available drivers, which may lead to orders being delivered after their estimated time. If anything is urgent, please contact your local branch to place your order.

By placing your order, you agree to White Cap Supply Holdings, LLC [Terms](#) and [Terms of Sale](#).

3 Cart Review & Shipping Options

Shipping Charges calculated after address and shipping methods are both chosen.

Items in your cart/Being Ordered:	Estimated Delivery:	Choose your delivery option:
 18 in. x 1 in. Epoxy Coated Steel Smooth Dowel SKU#: 434SDE118 \$1,378.50 QTY: 150	Get it by Mon, Jan 23, 2023 Shipping from: Independence, OH Delivery Zip: 34762	<input type="radio"/> Freight - \$225.62
 1/2 in. x 8 in. x 10 ft. Fiber Expansion Board SKU#: 199EB128010 \$540.30 QTY: 350	Get it by Fri, Jan 20, 2023 Shipping from: Orlando, FL Delivery Zip: 34762	<input type="radio"/> Standard - \$0.00 Free Shipping
 Grip-Rite 3.5 LB 16.5 Gauge Import Tie Wire Square Hole Sold/Roll SKU#: 113TW16DAWGS \$44.95 QTY: 5		



Dayton Superior 4" Plastic E-Z Chair
 SKU#: 132PEZ400
 \$500.47
 QTY: 350



Simpson Strong-Tie 22oz Set-XP 22
 Epoxy Cartridge With Nozzle
 SKU#: 137SETXP22N
 \$8,373.75
 QTY: 125

Get it by Mon, Jan 23, 2023
 Shipping from: Clearwater, FL
 Delivery Zip: 34762

Freight - \$157.11

Order Summary

[Edit Cart](#)

980 Item(s)

Subtotal \$10,837.96

Estimated Shipping \$382.73

Estimated Tax \$736.98

Total: **\$11,957.67**

Receiver Contact Name*

Special Instructions:

NOTICE: 3rd Party Shipping Carriers are experiencing a shortage of available drivers, which may lead to orders being delivered after their estimated time. If anything is urgent, please contact your local branch to place your order.

By placing your order, you agree to White Cap Supply Holdings, LLC [Terms](#) and [Terms of Sale](#).

4 Payment

2 ORDER ADDRESS

3 DELIVERY DETAILS

4 PAYMENT

ORDER SUMMARY

Item Subtotal (150)	\$3,522.00
 Delivery (150)	
 0.625-in x 20-ft Black Steel ... Qty 150	\$3,522.00
Estimated Delivery	\$79.00
Estimated Tax	\$228.93
Add Promo Code	▼
Estimated Total	\$3,829.93

Submit Order

By submitting an order, I agree to Lowe's [Terms](#) and [Privacy Statement](#)





Concrete Cutting & Breaking Co.

5218 NORTH PINE HILLS RD
ORLANDO, FL 32808
PHONE - 407-423-3366

FL CGC061534

Service offices in Florida, Indiana, Michigan, New York and Ohio
www.concut.com

Job Location	Quote #	14390-9
Greater Orlando Aviation Authority		
Address	Terminal A, P.C.C. Slab Replacement	
City/State	Orlando, FL,	

Customer	Carr & Collier Construction, Inc.	Contact	PO #
Address	1410 Emerson St.	Mobile #	Job/DOT #
City/State	Leesburg, FL, 34748	Start Date	Time
Contact	Antonio Lumley	Date	1/25/23
Main #	(352) 314-3625	Fax	
Email	ALumley@carrandcollier.com		
		Notes	Air-side Access Badging Required.

Description	Qty	UoM	Unit Price	Ext Price
Slab saw full depth miscellaneous under terminal service area P.C.C. pavement locations to section for customer removal & replacement. Saw cut T.B.D. I.f. x 8" - 12" thick P.C.C. slab on grade.	7	DRt	\$2,150.00	\$15,050.00
Miscellaneous field hours, GOAA badging and safety / orientation classroom hours per CC&B Co. employee, estimated at 3 hours per employee each. Total number of required badged employees T.B.D.		hr.	\$105.00	
Access to Work Area:	Height of Work Area:			Total: \$15,050.00
Slurry Control:	Material and Re-Steel:			
Electric Supply:	Water Supply:			

Insurance: commercial general liability and umbrella:

General Liability limits of \$2,000,000 per occurrence, \$4,000,000 aggregate and Umbrella coverage of \$8,000,000 applies. Any additional insurance coverage requirements will be covered by customer.

Owner/contractor responsible for the following:

- Lay-out and/or structural engineering design of openings.
- Damage to un-marked utilities in saw cut area.
- Work Permits.
- Providing on site location for disposal of slurry/water.
- Protection of surrounding area, and final clean-up.
- Traffic/safety control.
- Work to be performed by union employees from outside the local union area. If additional workers are needed to meet local union requirements they are to be paid for by others.

Price Based on the following conditions unless otherwise stated:

- Concrete reinforcement based upon normal re-steel.
- Work to be performed in a continuous manner, during standard work week hours.
- Work area must be free of all obstructions prior to scheduled arrival.
- Air temperatures above 32 degrees F.
- No concrete removal.
- No handling or saw cutting of hazardous material (IE lead based paint, asbestos, etc.)
- Upon completion of cutting operations C.C.B. will no longer be responsible for job site silica dust.

Price good for 60 days and is subject to change if conditions vary from this quotation.

- Term: 30 days for approved accounts.

Additional Terms & Conditions:

Concrete Cutting & Breaking, Inc.
THE TOTAL CAPABILITY COMPANY

STANDARD TERMS AND CONDITIONS

1. FORMATION AND MODIFICATION

These terms and conditions apply to all quotations, proposals and work furnished by Concrete Cutting & Breaking ("CCB"), all of which constitute the "Agreement". No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind CCB unless in writing and signed by an authorized employee of CCB.

2. TERMS OF PAYMENT

The terms of payment are NET 30 DAYS following issuance of an invoice for services furnished to Customer. All services

furnished to Customer are subject to a Time Price Differential of 1½% per month (18% per annum) which shall be charged to and payable by Customer on all invoiced amounts not paid within 30 days of the issuance of each or any invoice. If, at any time, reasonable grounds for insecurity arise with respect to Customer's performance of its payment or other obligations hereunder, CCB may demand immediate payment in full for such payment or other obligations.

3. PRICES

Prices are firm only for a period of 30 days from the date of quotation. Prices do not include bonding costs, permitting costs, taxes, tariffs, fees or financing and Customer shall pay all sales or other taxes levied with respect to the services furnished.

4. REMEDIES

In the event any proceeding is required or taken by CCB to enforce its rights or collect any amounts due under this Agreement, in addition to the Time Price Differential stated in Paragraph 2 above, CCB shall be entitled to recover, and Customer shall be obligated to pay, all expenses incurred by CCB in such proceeding, including but not limited to, court costs and filing fees, recording fees, expenses of litigation, and reasonable actual attorney fees. The remedies provided herein are in addition to, and not in lieu of, any other remedies CCB may have at law or in equity and the pursuit of any one remedy shall not be construed to be a waiver of, or bar to, the pursuit of any other available remedy.

5. PROJECT IDENTIFICATION

For each order or work furnished hereunder, Customer shall provide CCB with an accurate identification of the project name or site on or into which the work being furnished is incorporated and shall provide to CCB, upon request, copies of any applicable Notices of Commencement, legal descriptions, or payment bonds pertaining to each such project.

6. WARRANTY

Absent any separate written warranty executed by CCB pertaining to work furnished, CCB warrants only that the services furnished to Customer shall conform to the description of such services stated in CCB's cost estimate quotation, shipping/delivery documents or invoices. CCB's liability and Customer's sole and exclusive remedy under the above stated warranty shall be a substitute of the same service furnished by CCB, or a full or partial refund of the invoiced cost of the non-conforming services, whichever is lesser, at CCB's discretion.

7. DISCLAIMER AND LIMITATION OF EXPRESS AND IMPLIED WARRANTIES

There are no express warranties other than those contained in this Agreement. CCB does not warrant that it or the work furnished is in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in this Agreement. CCB DISCLAIMS ALL IMPLIED WARRANTIES IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY.

8. DELAY IN PERFORMANCE

All delivery or other dates for CCB's performance are estimates only. In addition, CCB shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, labor strikes of any type or any other accidents, contingencies, or events, at CCB's or its supplier's plant or elsewhere (whether or not beyond CCB's control) which directly or indirectly interfere with, or render substantially more burdensome, CCB's delivery or performance.

9. INDEMNIFICATION

Customer shall indemnify CCB from any and all third party claims, damages, and expenses (including attorney fees on a full indemnity basis that CCB may incur or sustain arising out of, or in connection with, this Agreement) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the work furnished by CCB if the action or inaction of Customer or its employees, customers or agents were a material or proximate cause of injuries or damages giving rise to claims against CCB.

10. CONSEQUENTIAL, INCIDENTAL AND OTHER DAMAGES

Customer and Third Parties shall not be entitled to any consequential, punitive, exemplary, incidental damages, loss of profit, business, contracts, revenues, or anticipated savings, as defined by law or otherwise. This limitation shall be enforced regardless of whether CCB has defaulted under the Agreement. Any legal inability to limit or restrict the right of the Contractor or a third party to such damages shall not affect the right of CCB to indemnification hereunder, and under no circumstance shall Customer recover more than the invoiced cost.

11. APPLICABLE LAW

This Agreement shall be governed by the laws of the state of Florida.

CC&B Co. Terms & Conditions

Page 1 of 3

Concrete Cutting & Breaking, Inc.
THE TOTAL CAPABILITY COMPANY

ADDITIONAL TERMS AND CONDITIONS:

Unless specifically set forth otherwise in CCB's quote, the following shall control and govern CCB's performance of any work under this quote. These conditions will be considered to be a part of any contract or purchase order issued to CCB.

1. CCB is not responsible for determining the proper layout and utilities locate for concrete cutting/coring work. Such layout (e.g. the decision as to the placement, size depth and configuration) shall be determined by and be the responsibility of a Customer's representative. CCB is not responsible for reviewing the project drawings or specifications and shall not be liable for any loss or damage resulting from its proper performance of work in accordance with the layout determined by the Customer's representative.

- 2. CCB is not responsible for barricading or otherwise safeguarding or protecting any openings or open edges / fall hazards which may be created by its employees. Customer shall at all times be responsible for ensuring that any openings, open edges / fall hazards created by CCB in its performance of work are barricaded or otherwise adequately protected by safety systems or adequate design, installation and maintenance in such a manner so as to prevent the occurrence of any types or accidental injury or exposure to any persons.
- 3. There shall be no retention in CCB's work and payment shall not be contingent upon Customer receiving payment from any other. Payment shall be due within 30 days of the date of invoicing, with CCB to provide final waivers of lien if requested at the time of such payment.
- 4. By entering this contract, CCB does not agree to be bound to any labor agreement or agreement for the settlement of jurisdictional or other labor disputes to which it was not previously bound by reason of a separate collective bargaining agreement with a labor union.
- 5. If any provisions of the accompanying contract documents are in conflict with the provisions of a valid collective bargaining agreement between CCB and a labor union representing CCB employees, the provisions of the collective bargaining agreement will govern.
- 6. Unless otherwise specified in CCB's bid/proposal, CCB shall not be responsible for containment, cleanup, removal, hauling, final clean-up and or disposal of any kind of debris, concrete slurry or waste of any type in connection to or associated with performance of all types of concrete cutting/coring work.
- 7. Any contract between the Customer and any others is not to be considered part of or incorporated by reference into any contract with CCB. CCB shall not be bound to or required to comply with any terms of a contract between the Customer and Others unless those terms are specifically reviewed by and agreed to in writing by CCB.
- 8. In the event that any provisions of the accompanying contract documents is in conflict the provisions of this Rider, the provisions of this Rider will govern.
- 9. CCB's commencement of work on the job prior to its receipt of contract documents from the Customer shall not be deemed an acceptance by CCB of any contract terms which vary from the terms of CCB's bid/proposal or from the terms of this Rider.
- 10. Should Customer require CCB to agree to additional terms prior to commencing work on the job which vary from the terms set forth herein, CCB shall submit a new bid/proposal at a new price based on its proposed compliance with those additional terms.
- 11. CC&B Co. Inc. Minimum Daily Rate Site Service Charge Per Man, Equipment Consumables Per 8 Hour Job Related Time, (travel, on & off-site work) from 0700 – 1530 hrs., Monday through Friday is \$2,150.00/ Day Per Man. Customer to assure dollar value of saw cutting work to be available each day, per man.
- 12. Any Badging applications & procurement, orientation, safety or other required class time, orientation, incurred on site stand By Time to Be Invoiced @ \$105.00 / hour/ man participating in these or other required pre-site access activities. Customer to pay for all costs as incurred.
- 13. Re-Mobilizations, CCB Portal to Site to CCB Portal, One Man Per Site Mobilization Will Be Charged @ \$450.00/ Man.
- 14. By Scheduling Performance Of Attached Preliminary Estimated Work Scope, Customer Accepts, Acknowledges, Agrees and Is Obligated / Bound By All Conditions, Exclusions, Terms, and Costs Written and or Implied As Applicable.
- 15. Customer To Provide For All : M.O.T., Pedestrian Traffic Control Above, Below or Adjacent To Any / All Work & Egress Areas,, Temporary Barrier Wall, Any / All Tie off Points, Hardware, Barrier Wall Bracing As Needed and All Related Safety Appurtenances, Lay down & site storage areas, Lighting, Message Boards, Locate, Layout, Supervision,, Rigging, Removal, Hauling, Disposal, All necessary Labor, Equipment & Methodologies Required in Support Of Any / All Saw Cutting, Sawing Access and Concrete Demolition / Removal/ Disposal, and or Any Additional or Other Landside and Airside Operations Areas Site Support Requirements As Needed..
- 16. Saw cutting to be completed by current CC&B Co. union laborer employees (LIUNA). Any additional union obligations, burden, filings, payroll, benefits, overtime, insurances, training or and any other costs or fees incurred shall be absorbed by and paid for by the Customer.

ACCEPTED BY:

CUSTOMER : _____

BY: _____

TITLE: _____

DATE: _____

CC&B Co. Terms & Conditions
Page 3 of 3

Ed Gushwa 407-257-0274
egushwa@concut.com

Date _____

Proposal Accepted By:

Date _____

**CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS
FOR JOB ORDERS
(Continuing Horizontal Construction Contracts)**

Unless the specific award provides otherwise, the Continuing Horizontal Contractor shall perform all work awarded through an addendum in accordance with the following Contract Documents (or latest revision):

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EDITION</u>
00 72 13	General Conditions of the Contract for Construction	03/2022
00 73 00	Supplementary Conditions of the Contract for Construction	03/2022
00 73 19.13	Hazardous Materials	03/2022
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2022
00 73 93.01	Security and Badging at Airports	03/2022
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values	07/2019
01 31 00	Project Management and Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures	07/2019
01 31 19	Project Meetings	07/2019
01 32 13	Scheduling of Work	07/2019
01 32 33	Photographic Documentation	07/2019
01 33 23	Shop Drawings, Product Data and Samples	07/2019
01 42 00	References	07/2019
01 45 00	Quality Control	07/2019
01 50 00	Temporary Facilities and Controls	07/2019
01 55 30	Requirement for Use of Canal Road	07/2019
01 60 00	Product Requirements	07/2019
01 71 23	Field Engineering	07/2019
01 73 29	Cutting and Patching	07/2019
01 74 23	Final Cleaning	07/2019
01 78 00	Closeout Submittals	07/2019
Div. 3	Concrete	12/2014
Div. 4	Masonry	12/2014
Div. 5	Metals	03/2016
Div. 32	Exterior Improvements	03/2016
Tab B	Roads and Bridges (FDOT specs)	01/2021



MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: March 21, 2023

Re: Request for of Approval of a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with Carr & Collier, Inc., for H-358- MCO Terminal A Truck Loading Dock Slab Replacement, Orlando International Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the limited scope of the services to be provided, Carr & Collier, Inc. does not propose small business participation on this job order construction services addendum.

Our analysis indicates that Carr & Collier, Inc. is eligible for award of the subject job order construction services addendum.