### **Greater Orlando Aviation Authority** Addendum No. 2 **Job Order Construction Services**

(Page 1 of 2)

THIS ADDENDUM, made and entered into this 23<sup>11</sup> day of March, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY, ("Owner") and H. W. DAVIS CONSTRUCTION, INC., ("Contractor").

### WITNESSETH

WHEREAS, on September 28, 2021, Owner and Contractor entered into an agreement to provide continuing vertical 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. V-S00027 for project named STC GTF Art Glass Installation D/B, 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	\$299,948.00	LS	1	\$299,948.00	
		\$			\$	
***************************************		\$			\$	
		TOTAL		I	\$299,948.00	

- 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.
- The Contractor shall not begin the Work required under this Addendum until the Notice to Proceed date.
- 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.
- The Contractor agrees to enter into a formal agreement with the proposed MWBE/LDB sub-contractors. 5.
- 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.
- 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.

Project No. V-S00027 Page 2 of 2

Contractor represen revoked or denied by 9. LOBBYING	ts that neither it nor its a the FDOT, or determined PROHIBITION: In accord	ISPORTATION (FDOT) QUALIFIC affiliates have had their Certificated by the FDOT to be a non-responsional dance with Florida Statutes Section or lobbying the Florida Legislature	e of Qualification suspended, sible contractor. on 216.347, no funds received
PAYMENT & PERF	ORMANCE BONDS:	Required	
WORK INCLUDES:	☐ Construction Only	□ Design and Construction	
	SCHED	ULE OF ATTACHMENTS	
ATTACHMENT NO.		SCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 00 11 00, Summ	nary of the Work	07/19, 3 pages
2	Payment and Performan	ce Bonds	10/19, 5 pages
3	Contractor's Proposal		1/28/22, 4 pages
4	Current Division 0/Division	on 1/Specification List	10/20, 1 page
<ul> <li>Substantial Comp</li> <li>Final Completion</li> <li>LiQUIDATED DAMA</li> <li>Late Substantial Co</li> <li>Late Final Complet</li> </ul>	90 AGES: pmpletion \$		ntial Completion Date  ndar Day  ndar Day  ion, Inc.
Construction Comm	nittee Approval Date:	March 1, 2022	
Aviation Authority E	Board Approval Date:	March 16, 2022	
Notice to Proceed I	Date:	March 21, 2022	
Approved as to Fo (for the benefit of this 22 day of 1	GOAA only)	By:  Kevin J. Thibar Chief Executive	ult, P.E.

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.:		30144471
PAYMENT BOND NO.:		30144471
CONTRACTOR INFORMATION:	Name: Address: Phone:	H. W. Davis Construction, Inc. 1212 W. 29 <sup>th</sup> Street Orlando, FL 32805 (407) 849-1212
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Address: Phone:	Western Surety Company 500 Colonial Center Parkway, Suite 400 Lake Mary, FL 32746 407-859-3691
OWNER INFORMATION:	Name: Address:	Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando, FL 32827 (407) 825-2001
BOND AMOUNT:		\$299,948.00
CONTRACT NO. (if applicable):		V-S00027
DESCRIPTION OF WORK:		STC GTF Art Glass Installation D/B
PROJECT LOCATION:	-	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Address: Phone:	The Hilb Group of Florida, LLC 5850 TG Lee Blvd., Suite 340 Orlando, FL 32822 407-859-3691

SECTION 00 61 13.13 - PERFORMANCE BOND

BOND NO.:_	30144471

### 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.

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

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

- 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.

Jeffrey J. Rife, President

WESTERN SURETY COMPANY

James H. Breen, Attorney in Fact

5850 TG Lee Blvd., Suite 340, Orlando, FL 32822

The Hilb Group of Florida, LLC

Name and Title

Name and Title

Surety

Agency

Address

By:

Somes Deusse Son Walled Stu

(SEAL)

(Countersignature by a Florida Licensed Agent)

Steven E. Buckner, Licensed Florida Agent

Name and Title

The Hilb Group of Florida, LLC

Agency

5850 TG Lee Blvd., Suite 340, Orlando, FL 32822

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.

CECTION	00 64 4	AC DAV	MENT DO	ND FORM
SECTION	011 61 1	Th - PAY	MENIRO	

Bond No.:	30144471

### 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 H. W. DAVIS CONSTRUCTION, INC., hereinafter called Principal, and Western Surety Company
organized under the laws of the State of <u>South Dakota</u> , having its home office in the City of <u>Sioux Falls</u> 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 claimant as hereinbelow defined, in the Penal Sum of TWO HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$299,948.00) 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

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 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 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.

Principal

Surety

Agency

Address

Jeffrey J. Rife, President

WESTERN SURETY COMPANY

James H. Breen, Attorney in Fact

5850 TG Lee Blvd., Suite 340, Orlando, FL 32822

The Hilb Group of Florida, LLC

Name and Title

Name and Title

H. W. DAVIS CONSTRUCTION, INC.

Signed, sealed and delivered

In the presence of:

(SEAL)

(SEAL)

(Countersignature by a Florida Licensed Agent)

Steven E. Buckner, Licensed Florida Agent

Name and Title

The Hilb Group of Florida, LLC

Agency

5850 TG Lee Blvd., Suite 340, Orlando, FL 32822

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.

00 61 13.16 - 2

# Western Surety Company

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents. That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

### James Howard Breen, Steven Edward Buckner, Jamie Newman Buckner, Individually

of Orlando, FL. its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2021.

ORNY.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

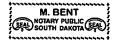
State of South Dakota County of Minnehaha

> SS

On this 15th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls. State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I. L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2022.



WESTERN SURETY COMPANY

M Ben

J. Relson, Assistant Secretary

# Authorizing By-Law

# ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company. Section 7. All bonds, policies, undertakings. Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President. Secretary, and Assistant Secretary. Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President. Secretary, any Assistant Secretary, or the Treasurer The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





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

### **Memorandum**

То:	Members of the Construction Committee							
From:	Scott Shedek	, Director of Construction						
Date:	March 1, 2022	2						
Re:	Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with HW Davis Construction for V-S00027 STC GTF Art Glass Installation D/B, Orlando International Airport.							
for two (2) spe art glass is to calendar days contemplated	ecialty art piece be installed in t for Substantial Notice to Proce per calendar d	o provide construction and installation in GOAA possession from the airsiche STC GTF pedestrian bridge. The Completion and 90 calendar days for ed (NTP) date of March 21, 2022. Lay for late Substantial Completion and	de 2 expansion. The specialty e duration of the project is 90 or Final Completion with a ciquidated damages are					
This continuin	g contractor wa	as selected for this project based on (	☑ all that apply):					
	e	Available Personnel	☐ Current Workload					
		☐ Equitable Distribution	Other:					
Their findings	and recommer om previously	n has been reviewed by the Office of ndation are attached.  Occuetowary approved Gapital Expenditure Fund of Construction Finance on 02/23/2	s. Funding source verified by					
Authority Boar Vertical Const total direct-ne \$299,948.00,	d approval of a ruction Service gotiated amour allowance(s) to	at the Construction Committee recond Job Order Construction Services Acts Agreement with above-referenced at of \$299,948.00, which includes a Letaling the amount of \$0.00, and includent of \$2,675.00.	dendum to the Continuing continuing contractor in the ump Sum amount of					
The invoicing	method for this	Job Order Contract will be:						
Payme	m (w/o Allowan ent Method: Pa en converted t	ces) ayment on Allowances will be authoriz o an approved Change Order (or Fiel	zed only after an Allowance ld Change Order).					

CONSTRUCTION AWARD							
L/S		\$299,948.00					
ALLOWANCE (NTE)		\$0.00					
TOTAL		\$299,948.00					
AAC - Compliance Review Date	zTa	2/21/2022					
AAC - Funding Eligibility Review Date							

Req 90757

### 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:
  - The General overall description of the Work of the Contract for the: V-S00027 STC GTF ART GLASS INSTALLATION 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 construction and installation of two (2) custom metal frames for installation of specialty art glass inside the STC GTF pedestrian bridge.

### 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.
    - 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.
    - 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
  - Provide all temporary directional signage, safety, and barricading required for passenger services.
    - 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.
- All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.
  - 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.
  - 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. All work may be carried out without time restrictions, unless otherwise directed by the Owner.

- 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 (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00



1212 29th Street | Orlando, FL 32805 407-849-1212 | Fax 407-839-4068 www.hwdavis.com

### **COST PROPOSAL**

Date:

January 28, 2022

Project

STC Art Glass Installation

Greater Orlando Aviation Authority

We, the undersigned, hereby affirm that I/We have examined the site of the Project, have become fully informed relative to local conditions which may affect work, that I/We have examined all of this Project's Contract Documents and have a thorough and satisfactory concept of the work to be performed.

We propose to furnish all equipment, materials, labor and services required for construction of this Project in accordance with the Project's Contract Documents.

We acknow	ledge Addenda #:	none	 		
Dated:			 	-	
BID:	\$299,951 (Write in Figures)	\$299,948			

H.W. Davis Construction, Inc. A Florida Corporation

James Beusse, PMP | LEED<sup>@</sup>AP Vice President | Construction

In submitting this Bid, the Bidder understands that the right is reserved by the Owner to reject any and all Bids. If written notice of the acceptance of this Bid is mailed, telegraphed or delivered to the Undersigned within fifteen (15) days after the opening of thereof, the Undersigned agrees to execute and deliver an Agreement in the prescribed form within ten (I0) days after the Agreement is presented to him for signature.

Please see the attached Clarification Letter.



1212 29th Street | Orlando, FI 32805 407-849-1212 | Fax 407-839-4068 www.hwdavis.com

### PROPOSAL BREAKDOWN

Project:

STC Art Glass Installation Greater Orlando Aviation Authority

Add On: Material Tax

Labor Burden

CGC 060095

Overhead and Profit

6.50% 37.00%

4.50%

Proposal Date:

01/28/22

Today's Date: 01/28/22 Time: 9:13 AM

Bond			0.90%	(1.2% if des	sign-build)				0.107111
Div. Description			Material	Labor	Sub-	Sub	Total with	Total with	Division
	QTY	Unit		l	Contractor	Total	T&B	T-B-OH&P-B	Total
1 Div 1 General Requirements			-						
General Conditions			1,059	-2,443	0	3,501	-4,474	<del>4,718</del>	4,715
Arch/Eng Costs	<u></u>			2,439.60	0	0	4,472 0	0	
Permit		.][			n:	n:	n:	0	
	1	1 1		i		:			-4,718
2 Div 10 Frame Design / Fabrication	i	1 1				0	ni	O.	
Kenneth von Roenn Art	11	: ls :	į		131,500	131,500			
Guy Kemper Art	111	ls	<u></u>	<u> </u>	148,500	148,500	148,500	156,579	
		. <u></u> j.				0	0	0	
	<u>i</u>	<u>.l</u> j							295,233
							284,472		
Subtotal			1,059	2,443	280,000	283,501	284,474	299,951	<del>299,95</del> 1
Tax - Labor Burden		_	69	904	0	973			299,948
Costs			1,127	3,347	280,000	284,474			
Overhead & Profit					_	12,801			
Subtotal						297,275			
Bond					·	2,675			
TOTAL						299,951	299,948		

Please see the attached clarification letter



CCC 000092

### GENERAL CONDITIONS

Days

Project: STC Art Glass Installation

Date: 01/28/22

Меекs

Months

Greater Orlando Aviation Authority

Duration

	24 24 217,4 8 <del>17,4</del>	_						bnod lstoT			
	274,4 4472 202 4,673		r+c'c	721,1				Overhead and Profit			
	£46	0 400 69 0 00.848,8 7 <del>46,6</del> 721,1						Sales Tax / Labor Burden	Subtotal		
3,501 3,49	3,501	0 09.664		690'1				gobaria ando IV voT pole?			
2,443	0	0	1	1	MK:	T	S	Subconfractor			
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AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
407-857-5564
angela@acsigns.com
www.acsigns.com





ADDRESS
HW DAVIS
1212 29th Street
Orlando, Fl 32805

SHIP TO
Orlando International Airport
Orlando, Fl

Estimate 1836

DATE 12/15/2021

SALES REP. Alvaro Chica

									DATE
TOTAL	TAX	SUBTOTAL	consulting support.	***removal of aluminum angles & Install of Glass panels by "Others". AC signs will be onsite during glass installation as	acoustic tiles and frames by "others".	*Aluminum structure fabrication & Install only by AC Signs  **Drywall patching/painting, removal/replacement of ceiling	Kenneth Von Roenn - Design, Fabrication and Installation of custom aluminum structure to hold client provided & installed glass. Structure to made out of powder coated aluminum using 2x3 rectangular tubing. "x1" angle for retention of the glass panels. Hidden gasket design.	Guy Kemper Artwork - Design, Fabrication and Installation of custom aluminum structure to hold client provided & installed glass. Structure to made out of powder coated aluminum using 2x3 rectangular tubing. ""x1" angle for retention of the glass panels. Hidden gasket design.	DESCRIPTION
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# CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS FOR JOB ORDERS

(Continuing Vertical Construction Contracts)

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

SECTION	<u>DESCRIPTION</u>	EDITION
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. 6	Wood, Plastics and Composites	03/2016
Div. 7	Thermal & Moisture Protection: Green and Sustainable Initiatives	12/2014
Dív. 8	Openings	03/2016
Div. 9	Finishes	03/2016
Div. 10	Specialties	12/2014
Div. 11	Equipment	08/2017
Div. 12	Furnishings	12/2014
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	12/2014
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing Heating Ventilating and Air Conditioning (UVAC)	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications Electronic Sefety and Security	06/2019
Div. 28 Div. 32	Electronic Safety and Security	07/2017
DIV. 32	Exterior Improvements	03/2016



### **GREATER ORLANDO AVIATION AUTHORITY**

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

### **MEMORANDUM**

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: March 01, 2022

Re: Request for Recommendation of Approval of a Job Order Construction Services Addendum to the

Continuing Vertical Construction Services Agreement with H W Davis Construction, Inc. for V-S00027

STC GTF Art Glass Installation D/B, Orlando International Airport.

We have reviewed the proposal from H W Davis Construction, Inc. and determined that there is no small business participation associated with this Job Order Construction Services Addendum as the scope of work is limited to the fabrication and installation of custom frames to house the art glass.

Our analysis indicates that H W Davis Construction, Inc. is eligible for award of the subject Job Order Construction Services Addendum.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

th	is certificate does not confer rights to	the c	ertific	•	endor							
PROI	DUCER				CONTACT NAME:							
The	Hilb Group of Florida, LLC				PHONE (407) 859-3691 FAX (A/C, No): (407) 857-0409  E-MAIL orlando@hilbgroup.com							
5850	T. G. Lee Boulevard				E-MAIL orlando@hiibgroup.com							
Suit	≘ 340				INSURER(S) AFFORDING COVERAGE NAIC #							
Orla	ndo			FL 32822	INSURE	20478						
INSU	RED				INSURER B: Travelers Property Casualty Insurance Co 36							
	H.W. Davis Construction, Inc.				INSURER C:							
	1212 29th Street				INSURER D:							
					INSURER E:							
	Orlando			FL 32805	INSURER F:							
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	© 1992 2015 ACORD CORPORATION All rights recovered											



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER PHONE (A/C, No. Ext): E-MAIL (407) 857-0409 FAX (A/C, No): (407) 859-3691 The Hilb Group of Florida, LLC orlando@hilbgroup.com 5850 T. G. Lee Boulevard ADDRESS: Suite 340 INSURER(S) AFFORDING COVERAGE NAIC # 20478 Orlando FL 32822 National Fire Ins. Company INSURER A Travelers Property Casualty Insurance Co 36161 INSURED INSURER B : H.W. Davis Construction, Inc. INSURER C 1212 29th Street INSURER D INSURER E FL 32805 Orlando INSURER F: CL21121767559 **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EFF POLICY EXP
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FL 32827

Orlando

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH HW DAVIS CONSTRUCTION FOR V-S00027, STC GTF ART GLASS INSTALLATION DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

11,

Mr. Shedek presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with HW Davis Construction for V-S00027, STC GTF Art Glass Installation Design/Build, for the total lump sum amount of \$299,948.00, with funding from Discretionary Funds.

REQUEST FOR APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH HW DAVIS CONSTRUCTION FOR V-S00030, STC LST LEVEL 2 AIRLINE AND ORT CHANGES, AT THE ORLANDO INTERNATIONAL AIRPORT.

12. This item was deferred.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE EXPERIENTIAL MEDIA ENVIRONMENT AGREEMENT WITH GENTILHOMME, INC. (GENTILHOMME) FOR EXPERIENTIAL MEDIA ENVIRONMENT (EME) DATA STORAGE SERVICES FOR CALENDAR YEAR 2022 FOR W-S00142, SOUTH TERMINAL C PHASE 1 — EXPERIENTIAL MEDIA ENVIRONMENT CONTENT PRODUCTION COMPANY SERVICES, AT THE ORLANDO INTERNATIONAL AIRPORT.

13. Mr. Brancheau presented the memorandum, dated February 22, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Experiential Media Environment Agreement with Gentilhomme, Inc. (Gentilhomme) for Experiential Media Environment (EME) Data Storage Services for Calendar Year 2022 for W-S00142, South Terminal C Phase 1 – Experiential Media Environment Content Production Company Services, for the total not-to-exceed expense amount of \$110,000.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF A BUDGET REDUCTION OF FF&E IT P1 CONTINGENCY FROM W-S00145, SOUTH TERMINAL C, PHASE 1-OWNER FURNISHED FF&E AND IT ITEMS, AT THE ORLANDO INTERNATIONAL AIRPORT.

14. Ms. Merck presented the memorandum, dated March 1, 2022. Discussion ensued.

Upon motion of Mr. Gilliam, second by Mr. Hunt, vote carried to approve a Budget Reduction of FF&E IT P1 Contingency from W-S00145 South Terminal C, Phase 1-Owner Furnished FF&E and IT Items, for the total deductive amount of (\$500,000.00), with funding credited to General Airport Revenue Bonds.

### **GENERAL**

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING MEP ENGINEERING CONSULTANT SERVICES AGREEMENT WITH C&S ENGINEERS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR E-00271, NORTH TERMINAL VIRTUAL RAMP CONTROL INFRASTRUCTURE INSTALLATION, AT THE ORLANDO INTERNATIONAL AIRPORT.

15. Mr. McGonagill presented the memorandum, dated March 1, 2022. Agenda Item Nos. 9, 10, 15, and 16 were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Continuing MEP Engineering Consultant Services Agreement with C&S Engineers, Inc. to provide Construction Administration Services for E-00271, North Terminal Virtual Ramp Control Infrastructure Installation, for the total lump sum fee amount of \$33,654.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING MEP ENGINEERING CONSULTANT SERVICES AGREEMENT WITH C&S ENGINEERS, INC. TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR E-00272, AIRFIELD VIRTUAL RAMP CONTROL INFRASTRUCTURE INSTALLATION, AT THE ORLANDO INTERNATIONAL AIRPORT.

16. Mr. McGonagill presented the memorandum, dated March 1, 2022. Agenda Item Nos. 9, 10, 15, and 16 were considered in one motion. Discussion ensued.



### **GREATER ORLANDO AVIATION AUTHORITY**

Orlando International Airport One Jeff Fuqua Boulevard Orlando, Florida 32827-4392

### **MEMORANDUM**

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairman, Construction Committee

DATE: March 16, 2022

### ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with H.W. Davis Construction, Inc. for Project V-S00027, South Terminal C (STC) Ground Transportation Facility Art Glass Installation (Design/Build), at the Orlando International Airport

### **BACKGROUND**

In 2021, the firms providing Continuing Vertical Construction Services were selected through a competitive award process. The continuing vertical construction services will be for projects with a contract amount that does not exceed \$4 million, in accordance with Aviation Authority policies.

On September 15, 2021, the Aviation Authority Board approved continuing vertical construction services agreements with the following firms:

- The Roderick Group, Inc. dba Ardmore Roderick (DBE/MWBE)
- Clancy & Theys Construction Co.
- Collage Design and Construction Group, Inc. dba The Collage Companies
- Gomez Construction Co. (MWBE)
- H.A. Contracting Corporation
- H. W. Davis Construction, Inc.
- Johnson-Laux Construction, LLC (MWBE)
- LEGO Construction Co. (DBE/MWBE)
- McCree Design Builders, Inc.
- Mejia International Group Corporation (MWBE)
- Ovation Construction Company
- R.L. Burns, Inc. (MWBE/VBE)
- RUSH Facilities, LLC
- T&G Corporation dba T&G Constructors (MWBE)
- Votum Construction, LLC (DBE/MWBE/LDB)

The scope of work to be performed under these continuing vertical construction services contracts includes, but is not limited to, general site construction, design-build, foundation, structural, masonry, electrical, plumbing, mechanical, interior and exterior finishes, painting, roofing, furnishings, and other work normally associated with vertical construction.

### **ISSUES**

V-S00027 will consist of the construction and installation of specialty framing for two stained glass artworks inside the STC ground transportation facility pedestrian connector bridge at the Orlando International Airport (MCO). This artwork was originally installed at Airside 2, and then removed and stored when Wings 7 and 9 at Airside 2 were expanded in 2005. The construction for V-S00027 is scheduled to start in March 2022 and complete in June 2022. The work has been directly negotiated with H.W. Davis Construction, Inc. because H.W. Davis Construction, Inc. is familiar with the existing conditions at MCO, and has badged personnel and vehicles in place to begin the work as soon as authorized.

H.W. Davis Construction, Inc. has proposed a total direct-negotiated amount of \$299,948 for the construction services for V-S00027. The price proposed by H.W. Davis Construction, Inc. has been reviewed and determined to be reasonable, and the scope has been verified. H.W. Davis Construction, Inc. will be able to complete the project for the amount proposed and within the Aviation Authority's schedule.

The Aviation Authority has reviewed the proposal submitted by H.W. Davis Construction, Inc., and determined that there is no small business participation associated with this Job Order Construction Services Addendum, since the scope of work is limited to fabrication and installation of custom frames to house the art glass.

On March 1, 2022, the Construction Committee recommended approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with H.W. Davis Construction, Inc. for V-S00027, STC Ground Transportation Facility Art Glass Installation (Design/Build), as outlined in the memorandum.

### **ALTERNATIVES**

None.

### **FISCAL IMPACT**

The fiscal impact is \$299,948. Funding is from Discretionary Funds.

### RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with H.W. Davis Construction, Inc. for V-S00027, STC Ground Transportation Facility Art Glass Installation (Design/Build), at the Orlando International Airport, for the total direct-negotiated amount of \$299,948, with funding from Discretionary Funds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

# V-S00027, STC GTF Art Glass Installation (Design/Build)

### **Guy Kemper**

"So Long Bro"

**Stained Glass** 

14 by 100 feet



### Kenn von Roenn

"Aquamarine Vortex"

Stained Glass

14 by 100 feet

