GOAA DATE 4/20/2022
ITEM NO. 9
DOCUMENTARY # 101351

Greater Orlando Aviation Authority
Addendum No. 6
Job Order Construction Services
(Page 1 of 2)

THIS ADDENDUM, made and entered into this 21st day of April, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **GOMEZ CONSTRUCTION COMPANY,** ("Contractor").

WITNESSETH

WHEREAS, on **October 1, 2021,** Owner and Contractor entered into a contract 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-S00026** for project named **STC LST Level 1 Misc. Improvements 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	Allowances	$725,000.00	NTE	1	$725,000.00
		$			$
		$			$
TOTAL					**$725,000.00**

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 21 00, Allowances	07/19, 2 pages
3	Payment and Performance Bonds	10/19, 5 pages
4	Current Division 0/Division 1/Specification List	10/20, 1 page

CONTRACT TIME:
- Substantial Completion 120 Calendar Days from Notice to Proceed Date
- Final Completion 90 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

Gomez Construction Company

By: _____
Name & Title

Construction Committee Approval Date: **April 5, 2022**

Aviation Authority Board Approval Date: **April 20, 2022**

Notice to Proceed Date: **April 25, 2022**

Greater Orlando Aviation Authority

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

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

this 20 day of April, 2022

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

SECTION 00610 - 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.:		107581680
PAYMENT BOND NO.:		107581680
CONTRACTOR INFORMATION:	Name:	Gomez Construction Company
	Address:	750 Jackson Street
		Winter Park, FL 32789
	Phone:	(407) 628-4353
SURETY PRINCIPAL BUSINESS INFORMATION:	Name:	Travelers Casualty and Surety Company of America
	Address:	One Tower Square
		Hartford, CT 06183
	Phone:	860-277-0111
OWNER INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Jeff Fuqua Blvd.
		Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:		$725,000.00
CONTRACT NO. (*if applicable*):		V-S00026
DESCRIPTION OF WORK:		STC LST Level 1 Misc. Improvements D/B
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name:	Charles D. Nielson/Nielson Hoover & Company
	Address:	15050 NW 79th Court, Suite 200
		Miami Lakes, FL 33016
	Phone:	305-722-2663

SECTION 00 61 13.13 - PERFORMANCE BOND **BOND NO.:** 107581680

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of CT 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)**, 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 _____, entered into a Contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 _____ day of _____, 20_____, 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:

_____
Florence Nance

(SEAL)

_____

_____

(SEAL)

Charles D Nielson

(Countersignature by a Florida Licensed Agent)

Charles D. Nielson, Resident Agent
Name and Title
Nielson, Hoover & Company
Agency
15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016
Address

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

Orlando Gomez, President
Name and Title

Travelers Casualty and Surety Company of America
Surety

By: Charles D Nielson

Charles D. Nielson, Attorney-in-fact
Name and Title
Nielson, Hoover & Company
Agency
One Tower Square, Hartford, CT 06183
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.:** 107581680

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of CT, having its home office in the City of Hartford, CT 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)** 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 _____, entered into a contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 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 _____ day of _____, 20_____, 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:

Florence Nance

(SEAL)

(SEAL)

Charles D Nielson

(Countersignature by a Florida Licensed Agent)

Charles D. Nielson/Resident Agent
Name and Title

Nielson, Hoover & Company
Agency

15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016
Address

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

Orlando Gomez, President
Name and Title

Travelers Casualty and Surety Company of America
Surety

By: Charles D Nielson

Charles D. Nielson, Attorney-in-fact
Name and Title

Nielson, Hoover & Company
Agency

One Tower Square, Hartford, CT 06183
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.

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Subject to CFOC 4/5/22

GREATER ORLANDO AVI

Orlando
One
Orlando

HANDOUT
4/5/2022 CCM
Item 14
Revised Memo

Memorandum

To: **Members of the Construction Committee**

From: **Scott Shedek, Director of Construction**

Date: **April 5, 2022**

Re: **Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026 STC LST Level 1 Misc. Improvements D-B, Orlando International Airport.**

The scope of this project is to establish an allowance to construct various defined work to support STC Phase 1 opening, including installation of conduit and devices for low voltage and electrical systems, lighting, fire alarm, life safety equipment and devices, CCTV cameras, access control, HVAC, framing, drywall, paint, signage, and other work as needed. The duration of the project is 120 calendar days for Substantial Completion and 90 calendar days for Final Completion with a contemplated Notice to Proceed (NTP) date of April 25, 2022. Liquidated damages are defined as $0 per calendar day for late Substantial Completion and $0 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 General Aviation Revenue Bonds. Funding source verified by Not signed by CF due to Subject to CFOC 4/5/22 of Construction Finance on ___/___/___ as correct and available.

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of $725,000.00, which includes an allowance(s) totaling the amount of $725,000.00, and includes the requirement for a Performance and Payment Bond.

The invoicing method for this Job Order Contract will be:

☒ NTE – Actual Cost (Time & Material)

Payment Method: Supporting documentation (similar to Force Account work) is required to be attached to each Pay Application, which includes invoicing for labor, material, equipment, and subcontract work.

CONSTRUCTION AWARD	
L/S	**$0.00**
ALLOWANCE (NTE)	**$725,000.00**
TOTAL	**$725,000.00**
AAC – Compliance Review Date	ZTG 3/29/2022
AAC – Funding Eligibility Review Date	3/30/2022

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:
   V-S00026 STC LST Level 1 Misc. Improvements D-B
   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 an allowanance to construct various defined work to support STC Phase 1 opening, including installation of conduit and devices for low voltage and electrical systems, lighting, fire alarm, life safety equipment and devices, CCTV cameras, access control, HVAC, framing, drywall, paint, signage, and other work as needed.

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. 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

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

B. All applicable allowances are listed on the Bid Form.

1.3 SCOPE, SELECTION AND PRICING

A. For each Work item covered by an allowance, including concealed conditions, the Contractor shall submit a Request for Change Order (RCO) at the earliest practical date after award of the Contract or upon discovery of the condition. The RCO shall include the scope of work, the schedule and the amount of allowance to be used for the Work item. The OAR will process a Contract Modification for the Work item in accordance with the terms of the Contract. Note that the General Conditions outline the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.

B. At the OAR's request, submit proposals for each applicable allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by the OAR. Do not begin Work on an item covered by an allowance until a Contract Modification has been authorized by the Owner.

1.4 SUBMITTALS

A. General: Submit proposals for the work included in allowances, in the form specified for Change Orders.

1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 ALLOWANCES

A. Use the allowance only as directed by the OAR or Owner for the Owner's purposes. The inclusion of Allowances in the Contract is not a guarantee that payment will be made for any amount of the allowance unless the Owner has determined there has been full compliance with the Contract Documents for each Allowance.

B. Allowances shall only include the Contractor's direct costs and mark-up in accordance with the Changes in the Work Article of the General Conditions.

1.6 UNUSED ALLOWANCES

A. At Project close-out, credit all unused Allowance monies to the Owner by Change Order.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an Allowance promptly upon delivery for damage or defects. Report findings and proposed corrective action to the OAR in writing.

3.2 PREPARATION

A. Coordinate all work for each Allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Exit signage and electrical installation	*$100,000*
Lighting and electrical installation	*$100,000*
Life Safety Systems installation	*$450,000*
General Conditions	*$75,000*

END OF SECTION 01 21 00

SECTION 00610 - 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.:		
PAYMENT BOND NO.:		
CONTRACTOR INFORMATION:	Name:	Gomez Construction Company
	Address:	750 Jackson Street
		Winter Park, FL 32789
	Phone:	(407) 628-4353
SURETY PRINCIPAL BUSINESS INFORMATION:	Name:	
	Address:	
	Phone:	
OWNER INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Jeff Fuqua Blvd.
		Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:		$725,000.00
CONTRACT NO. (*if applicable*):		V-S00026
DESCRIPTION OF WORK:		STC LST Level 1 Misc. Improvements D/B
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name:	
	Address:	
	Phone:	

SECTION 00 61 13.13 - PERFORMANCE BOND **BOND NO.:**_____

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____ 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)**, 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 _____, entered into a Contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 _____ day of _____, 20_____, 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:

_____

_____

(SEAL)

_____

_____

(SEAL)

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

_____
Name and Title

_____
Surety

By: _____

_____
Name and Title

_____
Agency

_____
Address

_____
(Countersignature by a Florida Licensed Agent)

_____
Name and Title

_____
Agency

_____
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.:**_____

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____, having its home office in the City of _____ 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)** 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 _____, entered into a contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 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 _____ day of _____, 20_____, 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:

_____

_____

(SEAL)

_____

_____

(SEAL)

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

_____
Name and Title

_____
Surety

By: _____

_____
Name and Title

_____
Agency

_____
Address

_____
(Countersignature by a Florida Licensed Agent)

_____
Name and Title

_____
Agency

_____
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.

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	DESCRIPTION	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
Div. 8	Openings	03/2016
Div. 9	Finishes	03/2016
Div. 10	Specialties	08/2017
Div. 11	Equipment	12/2014
Div. 12	Furnishings	03/2016
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	07/2016
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	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: April 05, 2022

Re: Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Company for V-S00026 STC LST Level 1 Misc. Improvements D-B, Orlando International Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that there is no small business participation associated with the project at this time because the scope of work is being awarded as an allowance.

Our analysis indicates that Gomez Construction Company is eligible for award of the subject Job Order Construction Services Addendum.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Ms. Sharman, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Award of BP-S00193, South Employee Lot to McCree Design Builders, Inc., for the total lump sum bid amount of $8,447,108.00, with funding from General Airport Revenue Bonds, subject to CFOC.

REQUEST FOR APPROVAL TO PURCHASE TECHNOLOGY (MICROSOFT WINDOWS SERVER LICENSE) FROM SHI INTERNATIONAL CORP. FOR BP-S00193, SOUTH EMPLOYEE LOT, AT THE ORLANDO INTERNATIONAL AIRPORT.

10. *[A handout was presented, which included a revised Memorandum.]* Mr. Sorondo presented the memorandum, dated April 5, 2022.

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to approve to Purchase Technology (Microsoft Windows Server License) from SHI International Corp. for BP-S00193, South Employee Lot, for the total not-to-exceed expense amount of $1,877.22, with funding from previously approved General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR CONSTRUCTION ADMINISTRATIVE SERVICES FOR BP·S00193, SOUTH EMPLOYEE LOT, AT THE ORLANDO INTERNATIONAL AIRPORT.

11. *[A handout was presented, which included a revised Memorandum.]* Mr. Sorondo presented the memorandum, dated April 5, 2022.

Upon motion of Mr. Pelletier, second by Mr. Hunt, vote carried to approve an Addendum to the Architect of Record for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Construction Administrative Services for BP·S00193, South Employee Lot, for the total amount of $231,785.00, which includes the not-to-exceed fee amount of $196,050.00, and the lump sum fee amount of $35,735.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF PURCHASE ORDER FOR VIEWSONIC MONITORS FROM B & H PHOTO, VIDEO AND PRO AUDIO IN SUPPORT OF THE AIRPORT OPERATIONS CENTER (AOC) V-S00019, STC LST AOC BUILDOUT, AT THE ORLANDO INTERNATIONAL AIRPORT.

12. Ms. Harvey presented the memorandum, dated April 5, 2022. Agenda Item Nos. 12, 25, and 26 were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve a Purchase Order for Viewsonic Monitors from B & H Photo, Video and Pro Audio in support of the Airport Operations Center (AOC) V-S00019, STC LST AOC Buildout, for the total not-to-exceed expense amount of $4,073.52, with funding from general Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH CLANCY & THEYS CONSTRUCTION CO. FOR V-S00022, STC ASC LEVEL 1-6 MISC. IMPROVEMENTS DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

13. Mr. Shedek presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Pelletier, 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 Clancy & Theys Construction Co. for V-S00022, STC ASC Level 1-6 Misc. Improvements Design/Build, for the total not-to-exceed allowance amount of $800,000.00, with funding from previously approved General Aviation Revenue Bonds, subject to CFOC.

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH GOMEZ CONSTRUCTION CO. FOR V-S00026, STC LST LEVEL 1 MISC. IMPROVEMENTS DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

14. *[A handout was presented, which included a revised Memorandum.]* Mr. Shedek presented the memorandum, dated April 5, 2022.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Pelletier, second by Mr. Hunt, 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 Gomez Construction Co. for V-S00026, STC LST Level 1 Misc. Improvements Design/Build, for the total not-to-exceed allowance amount of $725,000.00, with funding from previously approved General Aviation Revenue Bonds, subject to CFOC.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED CIVIL SITE/ROADWAY SCOPE OF THE STC GROUND TRANSPORTATION FACILITY (GTF) PEDESTRIAN BRIDGE FOR W-S00110, SOUTH TERMINAL C (PHASE 1) – ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

15. *[A handout was presented, which included a revised Memorandum.]* Mr. Shedek presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to approve an Addendum to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Design, Bid and Award Services for Previously Deferred Civil Site/Roadway scope of the STC Ground Transportation Facility (GTF) Pedestrian Bridge for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $72,963.00, with funding from Customer Facility Charges and Florida Department of Transportation funds to the extent eligible, subject to CFOC

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 36 TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR ADDITIONAL DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED AREAS 4 AND 5 OF THE GROUND TRANSPORTATION FACILITY (GTF) FOR W-S00110, SOUTH TERMINAL C (PHASE 1) –ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

16. *[A handout was presented, which included a revised Memorandum.]* Mr. Corthell presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of an Amendment to Addendum No. 36 to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Additional Design, Bid and Award Services for Previously Deferred Areas 4 and 5 of the Ground Transportation Facility (GTF) for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $356,246.00, with funding from Customer Facility Charges and Florida Department of Transportation funds to the extent eligible, subject to CFOC.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED STC AIRFIELD CIVIL P1X APRON AND TAXIWAY RESTART FOR W-S00110, SOUTH TERMINAL C (PHASE 1) – ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

17. *[A handout was presented, which included a revised Memorandum.]* Mr. Corthell presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to recommend to the Aviation Authority Board approval of an Addendum to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Design, Bid and Award Services for Previously Deferred STC Airfield Civil P1X Apron and Taxiway Restart for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $735,088.00, with funding from General Airport Revenue Bonds and Passenger Facility Charges to the extent eligible, subject to CFOC.

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: April 20, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (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

To expedite completion of the STC, staff has coordinated with the STC Construction Managers and the STC Program Management team and identified the following additional projects that need to be completed as soon as possible:

Project	Continuing Contractor	Contract Amount
V-S00021, STC ASC Level 1 Misc. Improvements	The Collage Companies	$50,000
V-S00022, STC ASC Levels 1-4 Misc. Improvements	Clancy & Theys Construction	$800,000
V-S00023, STC LST Levels 1 - 7 and GTF Misc. Improvements	Votum Construction *(DBE/MWBE/LDB)*	$50,000
V-S00024, STC LST Levels 2 - 7 and GTF Misc. Improvements	H.W. Davis Construction	$100,000
V-S00025, STC ASC Levels 1-4 Misc. Improvements	H.A. Contracting	$50,000
V-S00026, STC LST Level 1 Misc. Improvements	Gomez Construction	$725,000
V-S00028, ASC Level 1 Misc. Improvements	T&G Constructors *(MWBE)*	$50,000
V-S00029, STC LST Levels 2 - 7 Misc. Improvements	R.L. Burns *(MWBE/LDB)*	$50,000
V-S00030, STC LST Level 2 Airline and ORT Changes	H.W. Davis Construction	$300,000

V-S00026 establishes an allowance to complete any building improvements for areas in the Landside Terminal (LST), Level 1, at the Orlando International Airport. Work will include, but is not limited to, door and wall changes; modifications to data, power, and lighting; additional fire proofing and fire sprinkler changes; signage; and other miscellaneous improvements, as identified by the Operational Readiness Team. The construction is scheduled to start in April 2022 and complete in August 2022.

Gomez Construction Co. has proposed a total direct-negotiated amount of $725,000 for the construction services for V-S00026. The precise scope of work will be negotiated following the Aviation Authority's change order process, including review by the Aviation Authority's Construction Committee. The work was direct-negotiated with Gomez Construction Co. because Gomez Construction Co. is knowledgeable of the STC LST Level 1 space as they are currently working directly adjacent to this space (Project BP-S00184) on a similar scope (buildout of base building shell space), have extensive experience coordinating construction on Level 1 of the STC LST with other contractors working adjacent to the space, and have badged personnel and vehicles in place to begin the work as soon as authorized.

Gomez Construction Co. is committed to the Aviation Authority's small business programs and will utilize small business subcontractors whenever possible at goals agreed to with the Aviation Authority. However, as this is an allowance program, the small business participation goals will be established as specific change order work is requested within these allowances.

On April 5, 2022, the Construction Committee recommended approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (Design/Build), at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is $725,000. Funding is from General Airport Revenue Bonds.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (Design/Build), at the Orlando International Airport, for the total direct-negotiated amount of $725,000, with funding from General Airport Revenue Bonds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

GOAA DATE 4/20/2022
ITEM NO. 9
DOCUMENTARY # 101351

Greater Orlando Aviation Authority
Addendum No. 6
Job Order Construction Services
(Page 1 of 2)

THIS ADDENDUM, made and entered into this 21st day of April, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **GOMEZ CONSTRUCTION COMPANY**, ("Contractor").

WITNESSETH

WHEREAS, on **October 1, 2021,** Owner and Contractor entered into a contract 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-S00026** for project named **STC LST Level 1 Misc. Improvements 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	Allowances	$725,000.00	NTE	1	$725,000.00
		$			$
		$			$
TOTAL					**$725,000.00**

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 21 00, Allowances	07/19, 2 pages
3	Payment and Performance Bonds	10/19, 5 pages
4	Current Division 0/Division 1/Specification List	10/20, 1 page

CONTRACT TIME:

- Substantial Completion 120 Calendar Days from Notice to Proceed Date
- Final Completion 90 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

Gomez Construction Company

By: _____

Name & Title

Construction Committee Approval Date: **April 5, 2022**

Aviation Authority Board Approval Date: **April 20, 2022**

Notice to Proceed Date: **April 25, 2022**

Greater Orlando Aviation Authority

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

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

this 20 day of April, 2022

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

SECTION 00610 - 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.:		107581680
PAYMENT BOND NO.:		107581680
CONTRACTOR INFORMATION:	Name:	Gomez Construction Company
	Address:	750 Jackson Street
		Winter Park, FL 32789
	Phone:	(407) 628-4353
SURETY PRINCIPAL BUSINESS INFORMATION:	Name:	Travelers Casualty and Surety Company of America
	Address:	One Tower Square
		Hartford, CT 06183
	Phone:	860-277-0111
OWNER INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Jeff Fuqua Blvd.
		Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:		$725,000.00
CONTRACT NO. (*if applicable*):		V-S00026
DESCRIPTION OF WORK:		STC LST Level 1 Misc. Improvements D/B
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name:	Charles D. Nielson/Nielson Hoover & Company
	Address:	15050 NW 79th Court, Suite 200
		Miami Lakes, FL 33016
	Phone:	305-722-2663

SECTION 00 61 13.13 - PERFORMANCE BOND **BOND NO.:** 107581680

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of CT 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)**, 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 _____, entered into a Contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 _____ day of _____, 20_____, 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:

_____
Florence Nance

(SEAL)

_____

(SEAL)

Charles D Nielson

_____
(Countersignature by a Florida Licensed Agent)

Charles D. Nielson, Resident Agent
Name and Title

Nielson, Hoover & Company
Agency

15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016
Address

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

Orlando Gomez, President
Name and Title

Travelers Casualty and Surety Company of America
Surety

By: Charles D Nielson

Charles D. Nielson, Attorney-in-fact
Name and Title

Nielson, Hoover & Company
Agency

One Tower Square, Hartford, CT 06183
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.:** 107581680

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 **GOMEZ CONSTRUCTION COMPANY**, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of CT, having its home office in the City of Hartford, CT 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 **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($725,000.00)** 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 _____, entered into a contract with Owner for " Bid Package V-S00026, STC LST Level 1 Misc. Improvements D/B, 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 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 _____ day of _____, 20_____, 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:

_____
Florence Nance

(SEAL)

_____

(SEAL)

Charles D Nielson
_____
(Countersignature by a Florida Licensed Agent)

Charles D. Nielson/Resident Agent
Name and Title

Nielson, Hoover & Company
Agency

15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016
Address

GOMEZ CONSTRUCTION COMPANY
Principal

By: _____

Orlando Gomez, President
Name and Title

Travelers Casualty and Surety Company of America
Surety

By: Charles D Nielson

Charles D. Nielson, Attorney-in-fact
Name and Title

Nielson, Hoover & Company
Agency

One Tower Square, Hartford, CT 06183
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.

TRAVELERS

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Subject to CFOC 4/5/22

GREATER ORLANDO AVI

Orlando
One
Orlando

HANDOUT
4/5/2022 CCM
Item 14
Revised Memo

Memorandum

To: **Members of the Construction Committee**

From: **Scott Shedek, Director of Construction**

Date: **April 5, 2022**

Re: **Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026 STC LST Level 1 Misc. Improvements D-B, Orlando International Airport.**

The scope of this project is to establish an allowance to construct various defined work to support STC Phase 1 opening, including installation of conduit and devices for low voltage and electrical systems, lighting, fire alarm, life safety equipment and devices, CCTV cameras, access control, HVAC, framing, drywall, paint, signage, and other work as needed. The duration of the project is 120 calendar days for Substantial Completion and 90 calendar days for Final Completion with a contemplated Notice to Proceed (NTP) date of April 25, 2022. Liquidated damages are defined as $0 per calendar day for late Substantial Completion and $0 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 General Aviation Revenue Bonds. Funding source verified by Not signed by CF due to Subject to CFOC 4/5/22 of Construction Finance on ___/___/___ as correct and available.

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of $725,000.00, which includes an allowance(s) totaling the amount of $725,000.00, and includes the requirement for a Performance and Payment Bond.

The invoicing method for this Job Order Contract will be:

☒ NTE – Actual Cost (Time & Material)

Payment Method: Supporting documentation (similar to Force Account work) is required to be attached to each Pay Application, which includes invoicing for labor, material, equipment, and subcontract work.

CONSTRUCTION AWARD	
L/S	**$0.00**
ALLOWANCE (NTE)	**$725,000.00**
TOTAL	**$725,000.00**
AAC – Compliance Review Date	ZTG 3/29/2022
AAC – Funding Eligibility Review Date	3/30/2022

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:
   V-S00026 STC LST Level 1 Misc. Improvements D-B
   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 an allowanance to construct various defined work to support STC Phase 1 opening, including installation of conduit and devices for low voltage and electrical systems, lighting, fire alarm, life safety equipment and devices, CCTV cameras, access control, HVAC, framing, drywall, paint, signage, and other work as needed.

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. 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

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

B. All applicable allowances are listed on the Bid Form.

1.3 SCOPE, SELECTION AND PRICING

A. For each Work item covered by an allowance, including concealed conditions, the Contractor shall submit a Request for Change Order (RCO) at the earliest practical date after award of the Contract or upon discovery of the condition. The RCO shall include the scope of work, the schedule and the amount of allowance to be used for the Work item. The OAR will process a Contract Modification for the Work item in accordance with the terms of the Contract. Note that the General Conditions outline the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.

B. At the OAR's request, submit proposals for each applicable allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by the OAR. Do not begin Work on an item covered by an allowance until a Contract Modification has been authorized by the Owner.

1.4 SUBMITTALS

A. General: Submit proposals for the work included in allowances, in the form specified for Change Orders.

1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 ALLOWANCES

A. Use the allowance only as directed by the OAR or Owner for the Owner's purposes. The inclusion of Allowances in the Contract is not a guarantee that payment will be made for any amount of the allowance unless the Owner has determined there has been full compliance with the Contract Documents for each Allowance.

B. Allowances shall only include the Contractor's direct costs and mark-up in accordance with the Changes in the Work Article of the General Conditions.

1.6 UNUSED ALLOWANCES

A. At Project close-out, credit all unused Allowance monies to the Owner by Change Order.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an Allowance promptly upon delivery for damage or defects. Report findings and proposed corrective action to the OAR in writing.

3.2 PREPARATION

A. Coordinate all work for each Allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Exit signage and electrical installation	*$100,000*
Lighting and electrical installation	*$100,000*
Life Safety Systems installation	*$450,000*
General Conditions	*$75,000*

END OF SECTION 01 21 00

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	DESCRIPTION	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
Div. 8	Openings	03/2016
Div. 9	Finishes	03/2016
Div. 10	Specialties	08/2017
Div. 11	Equipment	12/2014
Div. 12	Furnishings	03/2016
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	07/2016
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	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: April 05, 2022

Re: Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Company for V-S00026 STC LST Level 1 Misc. Improvements D-B, Orlando International Airport.

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that there is no small business participation associated with the project at this time because the scope of work is being awarded as an allowance.

Our analysis indicates that Gomez Construction Company is eligible for award of the subject Job Order Construction Services Addendum.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Ms. Sharman, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of Award of BP-S00193, South Employee Lot to McCree Design Builders, Inc., for the total lump sum bid amount of $8,447,108.00, with funding from General Airport Revenue Bonds, subject to CFOC.

REQUEST FOR APPROVAL TO PURCHASE TECHNOLOGY (MICROSOFT WINDOWS SERVER LICENSE) FROM SHI INTERNATIONAL CORP. FOR BP-S00193, SOUTH EMPLOYEE LOT, AT THE ORLANDO INTERNATIONAL AIRPORT.

10. *[A handout was presented, which included a revised Memorandum.]* Mr. Sorondo presented the memorandum, dated April 5, 2022.

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to approve to Purchase Technology (Microsoft Windows Server License) from SHI International Corp. for BP-S00193, South Employee Lot, for the total not-to-exceed expense amount of $1,877.22, with funding from previously approved General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR CONSTRUCTION ADMINISTRATIVE SERVICES FOR BP·S00193, SOUTH EMPLOYEE LOT, AT THE ORLANDO INTERNATIONAL AIRPORT.

11. *[A handout was presented, which included a revised Memorandum.]* Mr. Sorondo presented the memorandum, dated April 5, 2022.

Upon motion of Mr. Pelletier, second by Mr. Hunt, vote carried to approve an Addendum to the Architect of Record for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Construction Administrative Services for BP·S00193, South Employee Lot, for the total amount of $231,785.00, which includes the not-to-exceed fee amount of $196,050.00, and the lump sum fee amount of $35,735.00, with funding from General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF PURCHASE ORDER FOR VIEWSONIC MONITORS FROM B & H PHOTO, VIDEO AND PRO AUDIO IN SUPPORT OF THE AIRPORT OPERATIONS CENTER (AOC) V-S00019, STC LST AOC BUILDOUT, AT THE ORLANDO INTERNATIONAL AIRPORT.

12. Ms. Harvey presented the memorandum, dated April 5, 2022. Agenda Item Nos. 12, 25, and 26 were considered in one motion. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve a Purchase Order for Viewsonic Monitors from B & H Photo, Video and Pro Audio in support of the Airport Operations Center (AOC) V-S00019, STC LST AOC Buildout, for the total not-to-exceed expense amount of $4,073.52, with funding from general Airport Revenue Bonds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH CLANCY & THEYS CONSTRUCTION CO. FOR V-S00022, STC ASC LEVEL 1-6 MISC. IMPROVEMENTS DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

13. Mr. Shedek presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Pelletier, 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 Clancy & Theys Construction Co. for V-S00022, STC ASC Level 1-6 Misc. Improvements Design/Build, for the total not-to-exceed allowance amount of $800,000.00, with funding from previously approved General Aviation Revenue Bonds, subject to CFOC.

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH GOMEZ CONSTRUCTION CO. FOR V-S00026, STC LST LEVEL 1 MISC. IMPROVEMENTS DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

14. *[A handout was presented, which included a revised Memorandum.]* Mr. Shedek presented the memorandum, dated April 5, 2022.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Pelletier, second by Mr. Hunt, 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 Gomez Construction Co. for V-S00026, STC LST Level 1 Misc. Improvements Design/Build, for the total not-to-exceed allowance amount of $725,000.00, with funding from previously approved General Aviation Revenue Bonds, subject to CFOC.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED CIVIL SITE/ROADWAY SCOPE OF THE STC GROUND TRANSPORTATION FACILITY (GTF) PEDESTRIAN BRIDGE FOR W-S00110, SOUTH TERMINAL C (PHASE 1) – ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

15. *[A handout was presented, which included a revised Memorandum.]* Mr. Shedek presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to approve an Addendum to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Design, Bid and Award Services for Previously Deferred Civil Site/Roadway scope of the STC Ground Transportation Facility (GTF) Pedestrian Bridge for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $72,963.00, with funding from Customer Facility Charges and Florida Department of Transportation funds to the extent eligible, subject to CFOC

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 36 TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR ADDITIONAL DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED AREAS 4 AND 5 OF THE GROUND TRANSPORTATION FACILITY (GTF) FOR W-S00110, SOUTH TERMINAL C (PHASE 1) –ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

16. *[A handout was presented, which included a revised Memorandum.]* Mr. Corthell presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to recommend to the Aviation Authority Board approval of an Amendment to Addendum No. 36 to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Additional Design, Bid and Award Services for Previously Deferred Areas 4 and 5 of the Ground Transportation Facility (GTF) for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $356,246.00, with funding from Customer Facility Charges and Florida Department of Transportation funds to the extent eligible, subject to CFOC.

REQUEST FOR RECOMMENDATION OF APPROVAL OF AN ADDENDUM TO THE ARCHITECT OF RECORD SERVICES FOR THE SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH HNTB CORPORATION FOR DESIGN, BID AND AWARD SERVICES FOR PREVIOUSLY DEFERRED STC AIRFIELD CIVIL P1X APRON AND TAXIWAY RESTART FOR W-S00110, SOUTH TERMINAL C (PHASE 1) – ARCHITECT OF RECORD SERVICES (& MAJOR SUBS), AT THE ORLANDO INTERNATIONAL AIRPORT.

17. *[A handout was presented, which included a revised Memorandum.]* Mr. Corthell presented the memorandum, dated April 5, 2022. Discussion ensued.

Ms. Sharman stated that this item is subject to Construction Finance Oversight Committee (CFOC).

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to recommend to the Aviation Authority Board approval of an Addendum to the Architect of Record Services for the South Terminal C, Phase 1 Agreement with HNTB Corporation for Design, Bid and Award Services for Previously Deferred STC Airfield Civil P1X Apron and Taxiway Restart for W-S00110, South Terminal C (Phase 1) – Architect of Record Services (& Major Subs), for the total lump sum fee amount of $735,088.00, with funding from General Airport Revenue Bonds and Passenger Facility Charges to the extent eligible, subject to CFOC.

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: April 20, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (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

To expedite completion of the STC, staff has coordinated with the STC Construction Managers and the STC Program Management team and identified the following additional projects that need to be completed as soon as possible:

Project	Continuing Contractor	Contract Amount
V-S00021, STC ASC Level 1 Misc. Improvements	The Collage Companies	$50,000
V-S00022, STC ASC Levels 1-4 Misc. Improvements	Clancy & Theys Construction	$800,000
V-S00023, STC LST Levels 1 - 7 and GTF Misc. Improvements	Votum Construction *(DBE/MWBE/LDB)*	$50,000
V-S00024, STC LST Levels 2 - 7 and GTF Misc. Improvements	H.W. Davis Construction	$100,000
V-S00025, STC ASC Levels 1-4 Misc. Improvements	H.A. Contracting	$50,000
V-S00026, STC LST Level 1 Misc. Improvements	Gomez Construction	$725,000
V-S00028, ASC Level 1 Misc. Improvements	T&G Constructors *(MWBE)*	$50,000
V-S00029, STC LST Levels 2 - 7 Misc. Improvements	R.L. Burns *(MWBE/LDB)*	$50,000
V-S00030, STC LST Level 2 Airline and ORT Changes	H.W. Davis Construction	$300,000

V-S00026 establishes an allowance to complete any building improvements for areas in the Landside Terminal (LST), Level 1, at the Orlando International Airport. Work will include, but is not limited to, door and wall changes; modifications to data, power, and lighting; additional fire proofing and fire sprinkler changes; signage; and other miscellaneous improvements, as identified by the Operational Readiness Team. The construction is scheduled to start in April 2022 and complete in August 2022.

Gomez Construction Co. has proposed a total direct-negotiated amount of $725,000 for the construction services for V-S00026. The precise scope of work will be negotiated following the Aviation Authority's change order process, including review by the Aviation Authority's Construction Committee. The work was direct-negotiated with Gomez Construction Co. because Gomez Construction Co. is knowledgeable of the STC LST Level 1 space as they are currently working directly adjacent to this space (Project BP-S00184) on a similar scope (buildout of base building shell space), have extensive experience coordinating construction on Level 1 of the STC LST with other contractors working adjacent to the space, and have badged personnel and vehicles in place to begin the work as soon as authorized.

Gomez Construction Co. is committed to the Aviation Authority's small business programs and will utilize small business subcontractors whenever possible at goals agreed to with the Aviation Authority. However, as this is an allowance program, the small business participation goals will be established as specific change order work is requested within these allowances.

On April 5, 2022, the Construction Committee recommended approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (Design/Build), at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is $725,000. Funding is from General Airport Revenue Bonds.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for V-S00026, South Terminal C (STC) Landside Terminal (LST) Level 1 Miscellaneous Improvements (Design/Build), at the Orlando International Airport, for the total direct-negotiated amount of $725,000, with funding from General Airport Revenue Bonds; and, authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.