Greater Orlando Aviation Authority Addendum No. 12 Job Order Construction Services (Page 1 of 2)

WITNESSETH

WHEREAS, on September 28, 2021, Owner and Contractor entered into an agreement to provide continuing vertical construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to Project No. V-997 for project named A Side Canopy Structural Steel Refurbishment, 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:

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

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1 Labor and Materials		\$249,774.00 LS		1	\$249,774.00
		\$			\$
		\$			\$
	\$249,774.00				

- 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.

CASSEL, Legal Counsel Greater Orlando Aviation Authority

		dance with Florida Statutes Section for lobbying the Florida Legislature	
PAYMENT & PERFO	DRMANCE BONDS:	Required Waived	
WORK INCLUDES:	□ Construction Only	Design and Construction	
	SCHED	OULE OF ATTACHMENTS	
ATTACHMENT NO.	DOCUMENT DATE & # OF PAGES		
1	Section 00 11 00, Summ	nary of the Work	07/19, 3 pages
2	Section 00 61 13, Perfor	mance and Payment Bonds	5 pages, 11/14
3	Contractor's Proposal	**************************************	3/16/23, 9 pages
4	Current Division 0/Divisi	on 1/Specification List	03/22, 1 page
CONTRACT TIME: Substantial Completion Final Completion LIQUIDATED DAMA Late Substantial Co Late Final Complet	ceed Date antial Completion Date endar Day endar Day tion, Inc. Vice President		
Construction Comr	nittee Approval Date:	April 25, 2023	
Notice to Proceed	Date:	May 2, 2023	
Approved as to Formation (for the benefit of this day of By: NELSON MULLIN	GOAA only) PLY 4, 2023 R	By: Max Marble Sr. Vice Preside	nt, Capital Programs



To:

From:

GREATER ORLANDO AVIATION AUTHORITY

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

Memorandum

Date:	April 25, 2023		
Re:	Request for Approval of a Job Order Co the Continuing Vertical Construction Se Construction, Inc. for V-00997 MCO A-S	<i>l</i> Davis	
	Orlando International Airport		Refurbishment
to repair and p Canopy locate to pre-existing damaged in H calendar days contemplated	this project is to provide all plant, facilities, repaint the structural steel members on two seed at 9266 Airport Blvd, Orlando, FL 32827. It is conditions that must be repaired before the durricanes Ian and Nicole, can be repaired. In Section 19 Section 19 Section 20 Secti	ections of the A-Side Commer These steel repairs are reque canopy membranes, that we The duration of the project is ar days for Final Completion w 023. Liquidated damages ar	rcial Lane irred due ere 120 vith a re defined
This continuin	ng contractor was selected for this project ba	ised on (☑ all that apply):	
	ce	☐ Current Workloa	nd
	☐ Equitable Distribution	Other:	
	DB participation has been reviewed by the 0 and recommendation are attached.	Office of Small Business Deve	elopment.
	m previously approved Capital Expenditure For verified by contains a display and available.		
Services Addereferenced co ncludes a Lur	lly requested that the Construction Committeendum to the Continuing Vertical Construction tinuing contractor in the total direct-negotian Sum amount of \$249,774.00, no allowar and Payment Bonds.	on Services Agreement with a ated amount of \$249,774.00, v	above- which
The invoicing	method for this Job Order Contract will be:		
 Greater Orlando A∖	m (with or w/o Allowances) viation Authority mittee Memorandums EDC-18h		Page 1 of 2 Rev. 1/6/22

Members of the Construction Committee

Tuan Nguyen, Manager, Engineering

(Prepared by Colin Paterson)

Payment Method: Payment on Allowances will be authorized only after an Allowance has been converted to an approved Change Order (or Field Change Order).

CONSTRUCTION AWARD						
L/S	\$249,774.00					
ALLOWANCE (NTE)						
TOTAL	\$249,774.00					
AAC – Compliance Review Date	USS 4/19/23					
AAC – Funding Eligibility Review Date	4/19/23					

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-00997, MCO A-SIDE CANOPY STRUCTURAL STEEL REPAIR 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 repairing and painting the structural steel members on two sections of the A-Side Commercial Lane Canopy located at 9266 Airport Blvd, Orlando, FL 32827. These steel repairs are required due to pre-existing conditions that must be repaired before the canopy membranes, that were damaged in Hurricanes Ian and Nicole, can be repaired.
 - a. Steel Scope:
 - 1) Remove existing gutter and front flashing
 - 2) Remove front and rear bent plate on bottom and top tube.
 - 3) Fabricate and install 5/8" steel bent Plate (Front Connection Railing)
 - 4) Fabricate and install 5/8" steel bent Plate (Rear Connection Railing)
 - 5) Fabricate and install New 14ga S.S. Front Gutter Liner and Plate Attachments
 - 6) Remove and Reinstall New T section gutter fitting
 - 7) Install New Seamless S.S. 14GA Plate (Seal Welded) Paint Scope:
 - 8) Clean and Prepare All Structured Steel Shapes
 - 9) Painting of all Structural Steel Shapes
 - 10) The project scope of work and pricing is based on the V-866 plans dated 11/8/2017.

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
- 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:
 - Schedule and coordinate all deliveries and removal of debris as directed by the OAR.
- 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 00 61 13 - PERFORMANCE/PAYMENT BOND COVER SHEET

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

GREATER ORLANDO AVIATION AUTHORITY ORLANDO, FLORIDA

(Public Work)
In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:		30144488
PAYMENT BOND NO.:		30144488
CONTRACTOR INFORMATION:	Name: Address:	H. W. Davis Construction, Inc. 1212 W. 29 th Street Orlando, FL 32805
	Phone:	(407) 849-1212
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Address:	Western Surety Company 151 N. Franklin Street Chicago, IL 60606 605-336-0850
	Phone:	605-336-0850
OWNER INFORMATION:	Name: Address: Phone:	Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando, FL 32827 (407) 825-2001
BOND AMOUNT:		\$249,774.00
CONTRACT NO. (if applicable):		V-997
DESCRIPTION OF WORK:		A Side Canopy Structural Steel Repair
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Address:	The Hilb Group of Florida, LLC 5850 TG Lee Blvd., Suite 340 Orlando, FL 32822
	Phone:	407-859-3691

PERFORMANCE BOND FORM SECTION 00 61 13.13

SECTION 00 61 13.13 - PERFORMANCE BOND

30144488

GREATER ORLANDO AVIATION AUTHORITY ORLANDO, FLORIDA

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

KNOW ALL PERSONS BY THESE PRESENTS that H. W. DAVIS CONS Principal, and Western Surety Company	STRUCTION, INC., hereinafter called , a corporation organized under the
aws of the State of South Dakota and licensed to do business in t	he State of Florida, hereinafter called
Surety, are held and firmly bound unto the Greater Orlando Aviation Author	ority, hereinafter called Owner, in the
Penal Sum of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUND	RED SEVENTY-FOUR AND NO/100
DOLLARS (\$249,774.00), for the payment of which sum well and truly made our heirs, personal representatives, successors and assigns, jointly and several processors.	
WHEREAS, Principal has by written agreement dated	entered
into a Contract with Owner for "Bid Package V-997, A Side Canopy Structur Airport," in accordance with the Contract Documents which are incorporated 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:

- 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.

	e executed this instrument under their several seals on this
	, 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	y.
	HING CONSXII
Signed, sealed and delivered	H. W. DAVIS CONSTRUCTION, INC.
In the presence of:	Principal
Ma & Ca	
1 vor 3 X	By:
	ORIDA
	Jeffrey J. Rife, President
	Name and Title
(SEAL)	Western Surety Company
	Western Surety Company
M. 11 B. 18	Surety
Januar Succession	
unit CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	By: Carsly 11. Il ancus
ORNIE	Carolyn M. Marcus, Attorney-in-Fact
C (SEAL)	Name and Title
	The Hilb Group of Florida, LLC
o C C C C C C C C C C C C C C C C C C C	Agency
	5850 TG Lee Blvd., Suite 340, Orlando, FL 32822
The state of the s	Address
"" Lacus	
(Countersignature by a Florida Licensed Agent)	
Carolyn M. Marcus Licensed Resident Agent	

Carolyn M. Marcus, Licensed Resident Agent Name and Title

The Hilb Group of Florida, LLC

Agency

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

Address

NOTE:

If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO	30144488
DOND NO	30177700

GREATER ORLANDO AVIATION AUTHORITY ORLANDO, FLORIDA

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

KNOW ALL PERSONS BY THESE PRESENTS that H. W. DAVIS CONSTRUCTION, INC., hereinafter called Principal, and Western Surety Company, a corporation organized under the laws of the State of South Dakota, having its home office in the City of Sioux Falls and licensed to do business in the State of Florida, hereinafter called Surety, are held and
firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of TWO HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$249,774.00) 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-997, A Side Canopy Structural Steel Repair, 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 26thday of April , 20 23 , to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Surety

Agency

Address

Name and Title

Name and Title

H. W. DAVIS CONSTRUCTION

Jeffrey J. Rife, Presiden

Western Surety Company

Carolyn M. Marcus, Attorney-in-Fact

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

The Hilb Group of Florida, LLC

Signed, sealed and delivered In the presence of:

SPACE DE BUCKULE
SOUTH ON (SEAL)

(Countersignature by a Florida Licensed Agent)

Carolyn M. Marcus, Licensed Resident Agent

Name and Title

The Hilb Group of Florida, LLC

Agency

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

Address

NOTE:

If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

00 61 13.13 - 2

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Steven Edward Buckner, Jamie Newman Buckner, Carolyn M Marcus, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof. WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November. 2022.

WESTERN SURETY COMPANY



Fault. Bell

State of South Dakota
County of Minnehaha

} s

On this 1st day of November, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT

M. BENT

SEA SOUTH DAKOTA SEA

Bent M. Bent, Notary Public

CERTIFICATE

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

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretar

Form F4280-7-2012



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

COST PROPOSAL

	Date:	March 16, 2023	V-00997 MCO A-Side Canopy Structural Steel Repair
	Project	Landside Level 1 A- Greater Orlando Avi	Side Canopy Steel Repair/Repaint iation Authority
	informed r	elative to local conditions	that I/We have examined the site of the Project, have become fully which may affect work, that I/We have examined all of this Project's brough and satisfactory concept of the work to be performed.
		lities, equipment, materials, labor and services required for construction e Project's scope of work as follows:	
		tached scope statement a	
	The proje	ct planned duration is 1	20 days.
	We acknow	wledge Addenda #:	none
	Dated:		
	BID:	\$249,774 (Write in Figures)	_
(Two Hund	dred Forty Nine Thousan	nd Seven Hundred Seventy Four Dollars and No Cents
	Alternates	None	(Write in Words)
		s Construction, Inc. Corporation	
/	James Ber	Seusal usse, PMP LEED@AP	

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

Please see the attached Clarification Letter.

Vice President | Construction



CGC 060095

PROPOSAL BREAKDOWN

Project: V-00997 MCO A-Side Canopy Structural Steel Repair

Landside Level 1 A-Side Canopy Steel Repair/Repaint

Greater Orlando Aviation Authority

Proposal Date: 03/16/23 6.50% Add On: Material Tax 42.00% Today's Date: 03/16/23 Labor Burden Overhead and Profit 10.50% Time: 2:24 PM 3,600 Bond 0.90% (1.2% if design-build) Square Footage

Div	. Description	Material	Labor	Sub-	Sub	Total with	Total with	Division	Cost Per
	·			Contractor	Total	T&B	T-B-OH&P-B	Total	SF
1	Div 1 General Requirements								
	General Conditions	16,226			60,626	80,328	89,562		24.88
	Arch/Eng Costs			0	0	0	0		0.00
	Permit			0	0	0	0		0.00
								89,562	
2	Div 5 Misc Metals					*******************			0.00
	Sunbelt Metals			84 000	84 000	84 000	93 655		26.02
	Steel repair scope based on V-866 Plans date 11/8/201	7			0	0	0		0.00
									0.00
						***************************************		93,655	
3	Div 9 Paint						<u></u>		0.00
	Southern Paint			59,695		59,695	66,557		18.49
					0	0	0		0.00
							<u>[</u> j	66,557	
							: : :		0.00
	Subtotal	16,226	44,400	143,695	204,321	224,024	249,774	249,774	69.38
	Tax - Labor Burden	1,055	18,648	0	19,703				5.47
	Costs	17,280	63,048	143,695	224,024				62.23
	Overhead & Profit			,	23,523				6.53
	Subtotal				247,546				68.76
	Bond				2,228				0.62
	TOTAL				249,774				69.38

Please see the attached clarification letter



GENERAL CONDITIONS

V-00997 MCO A-Side Canopy Structural Steel Repair
Project: Landside Level 1 A-Side Canopy Steel Repair/Repaint

Greater Orlando Aviation Authority

Date: 03/16/23

		Duratio	n	Days 120 94	Cale		Weeks 17.1	Months 4.3		
	Cost Code	Description		Unit Price	77011	Material :	Labor	Sub	Total	Cost Code Subtotal
1	1001	As Builts/Arch/Engineers	LS	! !	LS		1	0.	0	
2	1050	Mobilize	M	: : !	LS	0			0	
3	1100	Layout / Survey	S	: : :	LS			0	0	0
4	1150	Temporary Facilities		: :						
5		Signs	M	4	LS	0;			0	
6		Fire Protection	<u>. M</u>		LS	0			0	
7		Ice-Cups: Material	M		DΥ	471			471	
8		Labor	L.		DY		0		0	
9		Photographs	M		MO	~~~~~~~~~~~			0 214	
10		Safety / First Aid	M		MO				0	
11		Testing	(S	i Subtotal	LS			0		686
12 -	4000	Electric	1150 S		MO	0			0	
13	1200	Phones / Data	; ivi	i 	IVIO					
14 15		Cell Phones	:	100	МО	429			429	
16		Cell Filones	L	Subtotal	IVIO	720				429
17	1250	Temporary Equipment	1200 0	i						
18	1200	Tomporary Equipment	M	i	МО	0;			0	
19		Temporary Protection	M		LS				0	
20		Barricades	: M		МО				1,071	
21		Small Tools	ĬМ		WK				857	
22		Misc. Materials	M		MO				0	
23			1250 8	Subtotal			1	· · · · · · · · · · · · · · · · · · ·		1,929
24	1350	Truck Expense		: :		1				
25		Pick-up	M	1,400	МО	6,000		! !	6,000	
26			1350 S	Subtotal				: : :		6,000
27	1400	Fuel	M		WK				2,571	
28		Tolls	M	4	DY		: : >) 	189	
29		Parking Fees	€ M	1	DY	566			566	
30			1400 5	Subtotal						3,326
31	1500	Clean-up: Daily (8*10)	L		DY		7,543		7,543	
32		Daily Materials	M		DY	2,357			2,357	
33		Final	S		LS	; ; ;=================================		0	0	
34				Subtotal	1	, , , , , , , , , , , , , , , , , , ,			4 500	9,900
35	1560	Dumpster (1 per Week)	. M		WK	1,500			1,500	
36		Oit - A durinistantina	1560 5	Subtotal	; 		1 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			1,500
37		Site Administration	i 	<u>i</u>	1	~~~~~~	,			



GENERAL CONDITIONS

V-00997 MCO A-Side Canopy Structural Steel Repair
Project: Landside Level 1 A-Side Canopy Steel Repair/Repaint

Greater Orlando Aviation Authority

Date:

03/16/23

		Duration		Days 120 94	Cale		Weeks 17.1	Months 4.3		
	Cost	Description	i	Unit Price	i i	Material	Labor	Sub	Total	Cost Code
	Code			1 1 1		1 1				Subtotal
38	1600	Superintendent	ŢĽ	1,400	WK		24,000		24,000	
39		Secondary Supt.	L	0	WK	; ; 1	0;		0	
40	1605	Project Manager	L	750	WK		12,857		12,857	
41		Misc.: Material	M		WK	0:	}		0	
42		Labor	L	0	WK		0)	1	0	
43		Subcontractor	S	1	WK	1 1	į	0		
						16,226	44,400	0	60,626	60,626
		Sales Tax / Labor Burden				1,055	18,648	0	19,703	
		Subtotal				17,280	63,048	0	80,328	
		Overhead and Profit							8,434	
		Subtotal							88,763	
		Bond							799	
		Total							89,562	



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

STATEMENT OF WORK and CLARIFICATIONS

V-00997 MCO A-Side Canopy Structural Steel Repair

eiget: Landeide Level 1 A Side Canony Steel Renair/Re D

-Landside Level 1 A-Side Canopy Steel Repair/R€ Date: 03/16/23

Greater Orlando Aviation Authority

STATEMENT OF WORK

1 Steel Scope:

- 1. Remove existing gutter and front flashing
- 2. Remove front and rear bent plate on bottom and top tube.
- 3. Fabricate and install 5/8" steel bent Plate (Front Connection Railing)
- 4. Fabricate and install 5/8" steel bent Plate (Rear Connection Railing)
- 5. Fabricate and install New 14ga S.S. Front Gutter Liner and Plate Attachments
- 6. Remove and Reinstall New T section gutter fitting
- 7. Install New Seamless S.S. 14GA Plate (Seal Welded)

Paint Scope:

- 1. Clean and Prepare All Structured Steel Shapes
- 2. Painting of all Structural Steel Shapes

CLARIFICATIONS

- 1 The project scope of work and pricing is based on the V-866 plans dated 11/8/2017.
- 2 We have not included any permit costs, independent materials testing or costs.
- 3 Builders Risk, Professional Liability and Property insurance, including any deductible, is provided by the owner or client.
- 4 Our liability and insurance limits are \$250,000 for damages we cause to any items provided by others that are in our care and custody.
- 5 Our standard 1 year warranty for material and labor, including structural elements apply for this project.
- 6 Temporary facilities and utilities are provided by others.
- 7 Materials and installation testing, if required, is provided by others.
- 8 Work to be performed during normal first shift working hours, Monday through Friday.
- 9 We do not have the expertise to recognize or identify hazardous materials and have not included any costs or allowances for testing or removal.
- 10 We have not included costs to correct any existing code violations or code violations created by the new work.
- We have not include any costs to remove, replace, alter or repair existing utilities, systems, obstructions or concealed items that affect; 1) new construction, and 2) items to be demolished, unless specifically shown on the drawings. We exclude any general note that may reference this type of work to be included in the bid.
- 12 We have not included any costs or allowances for reasonably inferred work.
- 13 Our proposal is based on plans, specifications and written addenda provided to us to bid the project. We do not warrant that we have discovered any errors or omissions in the documents that could result in possible additional costs to the owner.
- 14 The bid assumes that there will not be any repairs required to existing spaces that are adjacent to the new construction.
- 15 This quote will remain valid for 30 calendar days from the bid date or as required by the bid documents.



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STATEMENT OF WORK and CLARIFICATIONS

V-00997 MCO A-Side Canopy Structural Steel Repair

t: Landside Level 1 A-Side Canopy Steel Repair/R← Date:

03/16/23

Greater Orlando Aviation Authority

STATEMENT OF WORK

Sincerely,

James H. Beusse, PMP|LEED[@]AP Vice President

Sunbelt

PROPOSAL

920 S. Bradshaw Rd.

Apopka, Fl. 32703

phone:

407-889-8960

fax:

407-889-8970

TO: HW Davis Construction

ATTN: Jim Beusse

DATE: 3-4-23

PROJECT: OIA Level 1 Canopy Rework

REF: Gutter Rework

We propose to FURNISH MATERIAL, FABRICATE, DELIVER & ERECT the following list of items:

- 1. Remove existing gutter and front flashing
- 2. Remove front and rear bent plate on bottom and top tube.
- 3. Fabricate and install 5/8" steel bent Plate (Front Connection Railing)
- 4. Fabricate and install 5/8" steel bent Plate (Rear Connection Railing)
- 5. Fabricate and install New 14ga S.S. Front Gutter Liner and Plate Attachments
- 6. Remove and Reinstall New T section gutter fitting
- 7. Install New Seamless S.S. 14GA Plate (Seal Welded)

Sum Total Of ------ \$84,000.00

(1 - Bay at 64 feet) & (1 - Bay 32 feet)

All Stainless Material to be 304

Specific Exclusions: - Will Quote Certain Items if Requested

- 1. S.S. Gutters other than listed
- 2. Testing
- 3. Permits
- 4. Brackets for 16ga Gutter Drain Pans
- 5. 16ga Gutter Drain Pans (sheet C9.3.1)
- 6. Painting or paint touch up
- 7. Engineering
- 8. Additional work due to hurricane damage

9.

PAGE 1 OF 2

1

7'6 w 60

Sunbelt Metals & Manufacturing, Inc.

PROJECT:

PRICE IS BASED OFF THE FOLLOWING DRAWINGS No drawings. Job to match V-745

ADDENDUMS -

General Exclusions:

- Cost of testing, inspection, any type of engineering, bid or performance bond
- Demolition of any kind
- Finish paint or other finish coatings
- Any and all work involving modifications to existing structures
- Embeds and anchor bolts for any items other than to support our work
- Permits of any kind
- Light gage metals, supports, fasteners, etc.
- Responsibility of fire or spark protection
- All survey work
- · Miscellaneous backing required for any type of installation
- · Shoring of any existing materials
- Touch-up painting
- Wood, fasteners, supports, etc.
- Barricades, or access permitting
- Fire-watch unless negotiated with General Contractor
- Fire proof finishes
- · Abatement of existing materials, and removal of said materials
- X-Raying
- Saw Cutting & Concrete Removal
- Deck Removal or Replacement
- · Masonry Supports, Ties, etc.
- Stair Nosings
- Temporary Rails
- · Any items not specifically identified in the above scope of work
- ** all sales taxes are included in base bid bonding +2% if required (to be added to base bid)

Note:

- 1. Jobsite must be accessible to cranes, forklift, etc. As may be required for erection
- 2. Terms of payment: Net 30 days.
- 3. This proposal must be attached with and become an integral part of contract
- Due to the fluctuation of the steel market, this proposal is valid for a period Of 10 days only without additional material cost reviews

Should you have any questions or comments please feel free to contact me.

SUBMITTED BY:

Johnny Oldaker

PAGE 2 OF 2

Bid Breakdown

Printed Name

Company

Submitted By:

Southern Painting & Blasting, LLC

Bonds (if applicable)

Total:

59,695.48

Date: February 20, 2023 SPB Proposal #: W043 Project Name: LS A Canopy Steel Rehab Duration: 5-6 weeks Scope: Clean, prep, prime, caulk, and apply 2 finish coats. All work done 1st shift. Scope includes painting 1 double section and 1 singel section on landside A Commercial Lane Area. Products used will be PPG Amerlock 2 Primer and PPG PSX One Finish. Labor Classification Qty **Total Hours** Hourly Rate Total Painter 3 14,040.00 208 22.50 /hr 5,824.00 Lead Painter 208 @ \$ 28.00 /hr Working Superintendent \$ 208 @ 37.75 /hr 7,852.00 Painter Night @ 25.50 /hr Lead Painter Night @ 31.00 /hr Proejct Manager @ /hr Sub-Total Direct Labor: 27,716.00 Direct Labor Burden(42%): 11,640.72 (taxes / insurance) 15% Mark-Up (OH&P): 5,903.51 Total Labor: 45,260.23 Materials Qty **Unit Price** Primer - Amerlock 2 Epoxy 14 75.00 1,050.00 @ Finish-PPG PSX One 22 149.00 @ \$ 3,278.00 T-65 Reducer 10 @ 21.95 219.50 Simple Green Cleaner 5 @ 12.67 63.35 @ Misc Sundries -tape, plastic, disposibles 1 387.47 387.47 Fuel for genertors 124 @ 432.76 3.49 Denatured Alcohol 20 @ \$ 18.99 379.80 @ @ Badging 5 @ 385.00 1,925.00 Sub-Total Material: 7,735.88 Sales Tax on Materials: 541.51 15% Mark-Up (OH&P): 1,241.61 Total Materials: 9,519.00 Equipment Qty **Unit Price** 20 ft electric scissor @ 395.00 395.00 \$1,625.00 3,250.00 40 ft electric man lift 2 @ **Equipment Delivery** 3 210.00 630.00 @ Sub-Total Equipment: 4,275.00 15% Mark-Up on Equip: 641.25 Total Equipment: 4,916.25 Subcontractors (attach proposals) Sub-Total Subcontractors: Accepted by: 6% Mark-Up on Subs: 0 Total Subs: 0 59,695.48 Signature Sub-Total: Permits (if applicable)

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):

<u>SECTION</u>	<u>DESCRIPTION</u>	EDITION
00 72 13	General Conditions of the Contract for Construction	03/2022
00 73 00	Supplementary Conditions of the Contract for Construction	03/2022
00 73 19.13	Hazardous Materials	03/2022
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2022
00 73 93.01	Security and Badging at Airports	03/2022
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values Project Management and Coordination	07/2019
01 31 00 01 31 14.13	Project Management and Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures Project Meetings	07/2019 07/2019
01 31 19	Scheduling of Work	07/2019
01 32 13	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 Div. 21	Conveying Systems Fire Suppression	07/2016 12/2015
Div. 21 Div. 22	Plumbing	06/2019
Div. 22 Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 23 Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 27 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 25, 2023

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

Construction Services Agreement with H W Davis Construction, Inc. for V-00997 MCO A-Side Canopy

Structural Steel Repair, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that H W Davis Construction, Inc. proposes 24% MWBE participation on this job order construction services addendum.

Our analysis indicates that H W Davis Construction, Inc. is eligible for award of the subject job order construction services addendum.

	R NON-FEDERALLY FUNDED PROJECTS							
PLEASE COMPLETE THIS FORM	1							
This faces also all he would be seen	and Construction and Engineering /Durfe							
Inis form should be used to re	port Construction and Engineering /Profe	ssional Services activitie	<u>.s.</u>					
Name of Airport:	Orlando International Airport		Telephone No: (407) 825-7130					
Name of Airport.	Oriando international Airport		(407) 623-7130					
Address:	One Jeff Fuqua Boulevard, Orlando,	, FL 32827						
Project Name & Number:	· · · · · · · · · · · · · · · · · ·		ruction Services Addendum to the Continuing Vertical Construction Services Agreement with H W Davis Construction, ural Steel Repair, Orlando International Airport					
	inc. for V-00997 MCO A-Side Canop	y Structurai Steei Kepa	ir, Orlando International Airport					
1. Construction Information:			4. Engineering/Professional Services Informa	tion:				
JOB ORDER TOTAL:	\$249,774.00		JOB ORDER TOTAL:					
2. MWBE Goal by Group Represe	entation:		5. MWBE Goal by Group Representation:					
Asian Pacific American	- Actual Result		Asian Pacific American Actual Result					
Asian Subcontinent American	- Actual Result	0%	Asian Subcontinent American	Actual Result				
Black American	- Actual Result	0%	Black American	Actual Result				
Caucasian Female American	59,695.00 Actual Result	24%	Caucasian Female American	Actual Result				
Hispanic American	- Actual Result	0%	Hispanic American	Actual Result				
Native American	- Actual Result	0%	Native American	Actual Result				
Other	Actual Result	0%	Other	Actual Result				
Total MWBE Participation	59,695.00 Actual Result	24%	Total MWBE Participation	- Actual Result				
3.a. Prime Contractor Information			6.b. Engineering / Professional Service Firm Inf	formation:				
Name: H W Davis Co			Name:					
Address: 1212 29th St			Address:					
City, State, Zip: Orlando, FL			City, State, Zip:					
Telephone: (407) 921-04	80		Telephone:					
B.b. Name and Address of MWBE	Subsoutractor		6.b. Name and Address of MWBE Subconsulta	mt.				
	inting & Blasting, LLC		••					
Address: 175 Anchor F	<u> </u>		· · ·					
City, State, Zip: Casselberry ,			Address:					
Telephone: (407) 822-17			Telenhone:					
c. *Identity: Caucasian Female American			6.c. *Identity:					
Work Item(s): Painting	· ————		Work Item(s):					
Amount of Subcontract	\$59,695.00		Amount of Subcontract					
Percent of Prime Contract (%)			Percent of Prime Contract (%):					
	·			_				

I certify that the information included on this form and its attachment is correct

Signature: Edelis Molina Date: 04/25/23

for George I. Morning, Vice President of Small Business Department

* In Items 3.c. and 6.c. above specify the identity of MWBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)