

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

THIS ADDENDUM, made and entered into this day of May 14, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, (“Owner”) and **HORMAC CONSTRUCTION GROUP INC.**, (“Contractor”).

WITNESSETH

WHEREAS, on March 3, 2023, Owner and Contractor entered into a contract to provide continuing horizontal construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the “Base Agreement”); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to **Project No. H-375** for project named **Bear Road Ditch Cleaning**, at Orlando International Airport, hereinafter referred to as the “Work” as specified and agreed to below.

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

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

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1	Labor and Materials	\$156,000.00	LS	1	\$156,000.00
		\$			\$
		\$			\$
TOTAL					\$156,000.00

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	07/2019, 3 pages
2	Contractor's Proposal	3/15/2024, 3 pages
3	Section 65 19.29, Final Release Form	07/2023, 1 page
4	Section 65 19.33, Subcontractor Final Release Form	07/2023, 1 page
5	Current Division 0/Division 1/Specification List	03/2022, 1 page

CONTRACT TIME:

- Substantial Completion 90 Calendar Days from Notice to Proceed Date
- Final Completion 30 Calendar Days from Actual Substantial Completion Date

LIQUIDATED DAMAGES:

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

HORMAC Construction Group Inc.

Manuel A. Pavon

By:  _____

Vice President

Title _____

Construction Committee Approval Date: May 7, 2024

Notice to Proceed Date: May 15, 2024

Greater Orlando Aviation Authority



By:  _____

Max Marble
 Sr. Vice President, Capital Programs

Approved as to Form and Legality
 (for the benefit of GOAA only)
 this day of May 14, 2024



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



MEMORANDUM

TO: Members of the Construction Committee

FROM: Scott Shedek, Vice President of Construction

DATE: May 07, 2024

ITEM DESCRIPTION

Request for Approval of a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with Hormac Construction Group Inc. for H-00375 Bear Road Ditch Cleaning at the Orlando International Airport.

BACKGROUND

The above-referenced project is to provide all labor, equipment, materials, and supervision to clean out storm drainage ditch approximately 650' LF Long x 65' LF wide including clearing existing organic debris, removing trees and mulching to grade level.

ISSUES

Duration of the project is 90 calendar days for Substantial Completion and 30 calendar days for Final Completion, with an anticipated Notice-to-Proceed (NTP) date of May 15, 2024. Liquidated Damages are defined as \$ 0.00 per calendar day for late Substantial Completion, and \$ 0.00 per calendar day for late Final Completion.

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

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

SMALL BUSINESS

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

ALTERNATIVES

None.

FISCAL IMPACT

Funding is from previously approved Operations & Maintenance Funds. 301.631.661.5460002.000.000000. Funding source verified by Melvin Martinez of Construction Finance on 05 / 01 / 24 as correct and available.

RECOMMENDED ACTION

It is respectfully requested that the Construction Committee approve a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of \$156,000.00, which includes a Lump Sum amount of \$156,000.00 and allowance(s) totaling the amount of \$ 0.00, and waive the requirement for Performance and Payment Bonds.

The invoicing method for this Job Order Contract will be:

Lump Sum (w/o Allowances)

Lump Sum	\$156,000.00
Allowance(s) (NTE)	\$0.00
TOTAL	\$156,000.00
AAC – Compliance Review Date	ZTG 4/29/2024
AAC – Funding Eligibility Review Date	4/30/2024

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

- A. Project/Work Identification:

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

H-00375 BEAR ROAD DITCH CLEANING
Orlando International Airport
Orlando, Florida

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

2. This project consists of providing all labor, material, equipment and supervision to clean out storm drainage ditch approximately 650' LF long x 65' LF wide located along Bear Road. This scope will include clearing existing organic debris, removing trees, mulching to grade level.

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. Work in public areas must not interfere with public access.

1.5 LAWS, PERMITS, AND REGULATIONS

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

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

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

END OF SECTION 01 11 00



Hormac Construction Group, Inc.

3218 East Colonial Drive. Suite 106

Orlando FL 32803

Phone: 831-673-0456

Fax: 321-281-8380

pavon@hormac.us

www.hormac.us

3/15/2024 7:39 PM

Greater Orlando Aviation Authority (GOAA) Ditch Clearing.

Work Order # 2.

Scope Of Work:

As discussed in the various field meetings between GOAA & Hormac Construction Group personnel. The work consists of clearing existing organic debris, removing most of the existing trees apart from palm trees, mulching down the to be removed trees to grade level (No Roots removal & No Slope work), and fix any sodding that may be affected by the movement of heavy equipment within the work area. Our Proposal includes all labor, materials, equipment, and necessary insurance to accomplish all work at a lump sum price of **\$156,000.00 USD.**

Quantities:

Since there are no available blueprints for the ditch. We base our estimate on self-performed measurements. 628 LF long x 65 LF wide.

Exclusions:

- The proposal is based on daytime working hours from 7:30 AM to 4:00 PM. Weekend & overtime excluded.
- Permits, inspection fees.
- Mechanical & Electrical.
- Concrete work, density testing, and proctor testing, grouting.
- Asphalt resurfacing or repairs.
- Earthwork & Excavation.
- Relocation of existing trees.
- Dewatering & well points.
- Directional Traffic Spikes.
- Traffic Barricades.
- Guardrails.
- Bollards, Fence, Temporary fence.
- As-builts.



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Note:

- Maintenance of traffic (M.O.T) is only considered for; Mobilization, demobilization, and for dumpsters installations and removal including the necessary intervals of organic disposals.

We appreciate the opportunity to work with GOAA on this and future projects. If you have any questions or concerns, please contact me directly at (407) 669-3116 or via email at manuel@hormac.us

Thank you for your business.

Sincerely,

MANUEL A PAVON
VP/Operations Manager

GOAA Canal Cleaning & Clearing - Breakdown	Quan	Units	CDay-Rate	XTD- Costs
Removal of Large & Roots Trees - Excavator Crew	25	Days	\$2,235.00	\$55,875.00
Removal of Small Srubs & Small Trees - Bushhogging	25	Days	\$2,235.00	\$55,875.00
Stockpile Areas Clean-up - Loader & Truck Crew	7	Days	\$1,261.03	\$8,827.18
Debris Hauling & Disposal	45	Loads	\$335.00	\$15,075.00
Subtotal				\$135,652.18
General Conditions - 5%	5%			\$6,782.61
Mark-up & Profit - 10%	10%			\$13,565.22
GRAND TOTAL				\$156,000.00

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SECTION 00 65 19.29 - FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, **conditioned upon payment** of the sum of _____ DOLLARS (\$_____) (final total Contract amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as "Bid Package H-375, Bear Road Ditch Cleaning, Orlando International Airport," except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

The undersigned further covenants that all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in or for the Work will be paid in full upon receipt of final payment from Owner.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ____.

HORMAC Construction Group Inc.

By: _____

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

SECTION 00 65 19.33 - SUBCONTRACTOR FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____ DOLLARS (\$ _____) (final total Contract amount), paid by the Contractor does hereby fully and completely discharge and release the Greater Orlando Aviation Authority from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Project known as "Bid Package H-375, Bear Road Ditch Cleaning, Orlando International Airport," except for those Claims made in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the Contractor's final Application for Payment.

This Final Release and Waiver is conditioned upon receipt of the final payment from the Contractor in the amount of _____ Dollars (\$ _____) and is not effective until that payment is received.

The undersigned further covenants that all sub-subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used, directly or indirectly, on or for the Project have been paid in full.

The undersigned shall maintain in full force and effect all guaranties against defective work, and any other special guaranties required by the Subcontract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ____.

SUBCONTRACTOR (print/type name)

By: _____
(signature)

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

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

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

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

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: May 07, 2024

ITEM DESCRIPTION

Request for Approval of a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with Hormac Construction Group, Inc. for H-00375 Bear Road Ditch Cleaning, Orlando International Airport

SMALL BUSINESS

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and have determined that Hormac Construction Group, Inc. does not propose small business participation on this job order construction services addendum.