# Greater Orlando Aviation Authority Addendum No. 14 Job Order Construction Services (Page 1 of 2)

THIS ADDENDUM, made and entered into this 24th day of \_\_\_\_\_\_\_, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY, ("Owner") and PRIME CONSTRUCTION GROUP, INC., ("Contractor").

#### WITNESSETH

WHEREAS, on March 19, 2018, 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-S00026** for project named **Site Logistics Relocation Storm Drainage Improvements**, 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	\$237,815.00	LS	1	\$237,815.00
2	Allowance	\$ 10,000.00	NTE	1	\$ 10,000.00
**		\$			\$
		TOTAL			\$247,815.00

- 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.
- 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.
- 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.

Contractor represent revoked or denied by LOBBYING	ts that neither it nor its a  the FDOT, or determined  PROHIBITION: In accord	SPORTATION (FDOT) QUALIFIC affiliates have had their Certificate by the FDOT to be a non-respons lance with Florida Statutes Section or lobbying the Florida Legislature	e of Qualification suspended, ible contractor. n 216.347, no funds received	
PAYMENT & PERF	ORMANCE BONDS:	Required		
WORK INCLUDES:	□ Construction Only	Design and Construction		
	SCHEDI	ULE OF ATTACHMENTS		
ATTACHMENT		SCRIPTION	DOCUMENT DATE & #	
NO.	Section 00 11 00, Summ	ary of the Work	OF PAGES 07/19, 2 pages	
		•		
2	Section 01 21 00, Allowa	nces	11/14, 2 pages	
3	Section 00 61 13, Performance and Payment Bonds 11/14, 5 pages			
4	Contractor's Proposal 5/2/22, 2 pages			
5	Current Division 0/Division	on 1/Specification List	10/20, 1 page	
LIQUIDATED DAM, Late Substantial C Late Final Comple	ompletion \$	Per Cale  Prime Construction G  By:  Charles J. Brackett III, Pres  Name & Title	1.3	
Construction Com	mittee Approval Date:	May 10, 2022		
Notice to Proceed	Date:	May 17, 2022		
		Greater Orlando Aviat	ion Authority	
Approved as to For (for the benefit of this 2 \( \) day of \( \)  By: \( \)  NELSON MULLIN CASSEL, Legal Control of the benefit of the benefi	GOAA only)  MM, 201  IS BROAD AND counsel	By: Davin D. Ruohon Sr. Director Engir	naki neering & Construction	

#### 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.:		107573990
PAYMENT BOND NO.:		107573990
CONTRACTOR INFORMATION:	Name: Address:	Prime Construction Group, Inc. 1000 Jetstream Drive Orlando, FL 32824
	Phone:	(407) 856-8180
SURETY PRINCIPAL BUSINESS	Name:	Travelers Casualty and Surety Company of America
INFORMATION:	Address:	One Tower Square
	Phone:	Hartford, CT_06183 860-277-0111
OWNER INFORMATION:	Name: Address: Phone:	Greater Orlando Aviation Authority One Jeff Fuqua Blvd. Orlando, FL 32827 (407) 825-2001
POND AMOUNT.	T HOHC.	
BOND AMOUNT:		\$247,815.00
CONTRACT NO. (if applicable):		H-S00026
DESCRIPTION OF WORK:		Site Logistics Relocation Storm Drainage Improvements
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Address:	M.E. Wilson Company, LLC DBA Waldorff Insurance & Bonding  1110 NW 6th Street  Gainesville, FL 32601
	Phone:	352-374-7779

PERFORMANCE BOND FORM SECTION 00 61 13.13

SECTION 00 61 13.13 - PERFORMANCE BOND

BOND	NO.:	107573990

### 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.

Oringinal and Travelers Casualty at	SE PRESENTS that PRIME CONST nd Surety Company of America	a corneration organ	sized under the
aws of the State of <u>CT</u> Surety, are held and firmly boun	and licensed to do busine and unto the Greater Orlando Aviatio	ess in the State of Florida, he on Authority, hereinafter called	ereinafter called d Owner, in the
DOLLARS (\$247,815.00), for the	D FORTY-SEVEN THOUSAND E e payment of which sum well and trul es, successors and assigns, jointly a	ly made, Principal and Surety	bind ourselves,
into a Contract with Owner for "B Orlando International Airport," i	ritten agreement dated	es Relocation Storm Drainage ocuments which are incorpor	Improvements,
WHEREAS, Surety is authorized	to do business in the State of Florid	da.	

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

PERFORMANCE BOND FORM SECTION 00 61 13.13

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.

24 day of May , 20 2	e executed this instrument under their several seals on this, to be effective as of the date of the Contract, the name affixed and these presents fully signed by its undersigned y.
Signed, sealed and delivered In the presence of:  Wyatt H. Hazy  (SEAL)  Trava Ridlon  (SEAL)	PRIME CONSTRUCTION GROUP, INC.  Principal  By:  Charles J. Brackett III, President/CEO  Name and Title  Travelers Casualty and Surety Company of America  Surety  By:  Paul A. Locascio, Attorney-in-Fact & FL Resident Agent  Name and Title  M.E. Wilson Company, LLC DBA Waldorff Insurance & Bonding  Agency  1110 NW 6th Street, Gainesville, FL 32601  Address
(Countersignature by a Florida Licensed Agent)	AND
N/A 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.

PAYMENT BOND FORM SECTION 00 61 13.16

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO.:	107573990

### 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 PRIME CO Principal, and Travelers Casualty and Surety Comp	NSTRUCTION GROUP, INC., I	nereinafter called
organized under the laws of the State of CT  Hartford and licensed to do business in the State of	, having its home office	in the City of
firmly bound unto the Greater Orlando Aviation Authority, hereinafter as hereinbelow defined, in the Penal Sum of <b>TWO HUNDRED F FIFTEEN AND NO/100 DOLLARS (\$247,815.00)</b> for the payment and Surety bind ourselves, our heirs, personal representatives, such by these presents.	called Owner, for the use and be CORTY-SEVEN THOUSAND EN of which sum well and truly to be	enefit of claimants GHT HUNDRED e made, Principal
WHEREAS, Principal has by written agreement datedcontract with Owner for "Bid Package H-S00026, Site Logistics ReInternational Airport," in accordance with the Contract Documents made a part hereof, and are herein referred to as the Contract.	elocation Storm Drainage Improv	rements, Orlando

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

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

- 1. This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.
- 2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.
- 3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent,

PAYMENT BOND FORM SECTION 00 61 13.16

(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

24 day of	
Signed, sealed and delivered In the presence of:  Wyatt H. Hazyy	PRIME CONSTRUCTION GROUP, INC. Principal  By:
(SEAL)	Charles J. Brackett III, President/CEO Name and Title
Mal- Trava Ridlon	Surety  By: Paul A Years  By: Paul A Years  By: Paul A Years
(SEAL)	Paul A. Locascio, Attorney-in-Fact & FL Resident Agent  Name and Title M.E. Wilson Company, LLC DBA Waldorff Insurance & Bonding
	Agency 1110 NW 6th Street, Gainesville, FL 32601 Address
(Countersignature by a Florida Licensed Agent)  N/A  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.



**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 BENJAMIN H FRENCH, Pamela L Jarman, PAUL A LOCASCIO, TRAVA RIDLON, REBEKAH F SHARP, L Dale Waldorff, and K Wayne Walker of Fort Walton Beach, 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. SPEE AS

2021.

HARTFORD. HARTFORD

State of Connecticut

City of Hartford ss.

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

Robert 🗸 Raney, Senior Vice President

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 Senjor 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 2

day of

SEE !

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.

19



#### **GREATER ORLANDO AVIAT**

Info Item
5/10/22 CCM
Item 3
Revised Memo

Orlando Int One Jeff raqua sociaevara Orlando, Florida, 32827-4392 (407) 825-2001

#### Memorandum

To: Members of the Construction Committee

From: Davin D. Ruohomaki, MBA, CGC

Senior Director Planning, Engineering, and Construction

(Prepared by Ross Spence)

Date: May 10, 2022

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

the Continuing Horizontal Construction Services Agreement with Prime Construction Group for H-S00026 Site Logistics Relocation Storm Drainage

Improvements, Orlando International Airport

The scope of this project is storm drainage improvements in the Site Logistics Relocation Area as noted in the attached sketch labeled "Area 3 Proposed Drainage – R01.1" in RFI 7123 Response.

On May 3, 2022, a proposal was received from Prime Construction Group for a total price of \$237,815. Because the work is located at the South Terminal C Project, timely completion is necessary to meet STC schedule deadlines.

The duration of the project is 90 calendar days for Substantial Completion and 90 calendar days for Final Completion with a contemplated Notice to Proceed (NTP) date of 5/17/2022. Liquidated damages are defined as \$100 per calendar day for late Substantial Completion and \$100 per calendar day for late Final Completion.

Prime Construction Group has verified that they prepared their proposal in accordance with all available documents and their continuing contract and will be able to complete the project for the amount proposed and within the Aviation Authority's schedule. The work was directly negotiated with Prime Construction Group for several reasons. They are familiar with the scope of work for this project, familiar with South Terminal C and Site Logistics Relocation, and can begin the project within the timeframe needed.

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	General	Airport	Revenue	Funds.	Funding	source	verified	by
VHino	ts	of	Construct	ion Finance	on <u>05</u> 1 0	<i>04</i> 1 <i>22</i> as c	orrect and	available	

It is respectfully requested that the Construction Committee approve a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of \$247,815.00, which includes a Lump Sum amount of \$237,815.00, an allowance totaling \$10,000, and including Performance and Payment Bonds in the amount of \$3,191.19.

The invoicing method for this Job Order Contract will be:

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 AW	ARD	
L/S	\$237,815	
ALLOWANCE (NTE)		\$10,000.00
TOTAL		\$247,815.00-
AAC – Compliance Review Date	ZTG	5/03/22
AAC - Funding Eligibility Review Date	5/0	)3/2022

#### 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:

H-S00026 SITE LOGISTICS RELOCATION STORM DRAINAGE IMPROVEMENTS

Orlando International Airport Orlando, Florida

Can be summarized for the purposes of admistration and payment in the manner of project segments as follows:

2. This project consists of storm drainage improvements in the Site Logistics Relocation Area as noted in the sketch titled "Area 3 Proposed Drainage – R1.01" in RFI 7123 Response.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.
  - 1. Minimize any disruption to all operating areas, including parking areas.
    - Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.
  - 2. 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.
  - 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.
- 4. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.
  - Coordinate with the OAR and allow for the least possible disruption of the facilities normal operations for delivery of materials and removal of demolished and discarded materials.
- 5. 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.

#### 1.4 OWNER OCCUPANCY

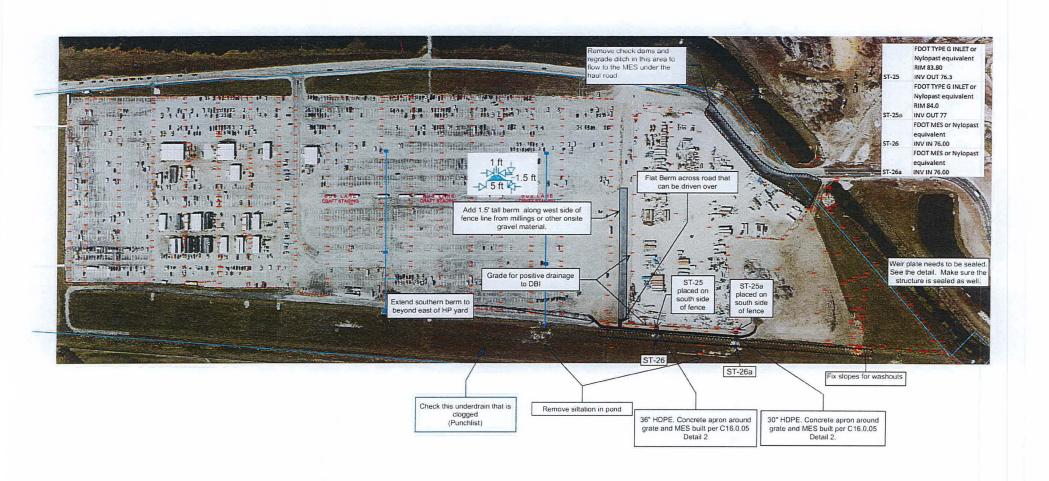
A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize 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.

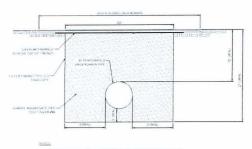
#### 1.5 LAWS, PERMITS, AND REGULATIONS

- 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.

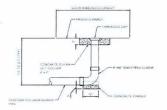
END OF SECTION 01 11 00

# Area 3 Proposed Drainage - R01.1

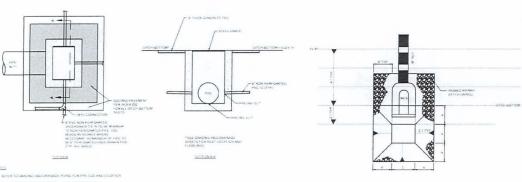




UNDERDRAIN DETAILS



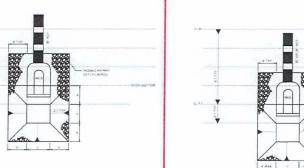
UNDERDRAIN CLEANOUT DETAIL



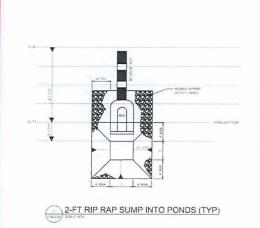
2 CONTRACTOR SHALL SURMIT SHIGH DRAWNOLFOR APPROVAL HIGHLEUS TUSTINGSTURE CASHNO

INDEPCHANCE FANGLES ID HE CONCINCIONAL PLUSYWITH DECLADES UP ACE. ANY SCIATION IN LINCEMENANT TO HE FLUSHED DUT HE FORE ACCEPTANCE. CLYANGETS TO INCLUDE 2+1 AUG. CONCINCT VAIL 5: THICK AND USE THE HARDES.

FDOT TYPE C DBI (AT SWALE BOTTOM)



2-FT RIPRAP SUMP AT TRADE PORT





WS-110 South Terminal C

SITE LOGISTICS RELOCATION

#### **FENTRESS**

# ARCHITECTS Festima Authoritis 471 Bioahouy Tennet, CO 6021D FRADLic AA2603071 HNTB



No. Dales Descripto	Revis	sions	
	No.	Date	Descriptor
	-	-	

Project No.	WS-110			
Designed by	Nich			
Tamin By	NER			
Drocked By	NA			
ssue Date.	98724718			
Electric Science	4/48			

DRAINAGE DETAILS

C16.0.05

#### SECTION 01 21 00 - ALLOWANCES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 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 General Conditions/Provisions and the Owner's policies regarding approval authority. Note that the General Conditions/Provisions outlines the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.
- B. At the OAR's request, obtain 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

- General: Submit proposals for the work included in allowances, in the form specified for Change Orders.
  - 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 the full amount of the allowance unless the Owner has determined there has been full compliance with the Contract Documents for each allowance.

«Consult» GOAA November 2014

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/Provisions.

#### 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

A. Unforeseen Condition Allowance occuring in which activities outside of this project in the surrounding areas impact storm drainage resulting in additional necessary work. Allowance value is \$10,000.

END OF SECTION 01 21 00

«Consult» GOAA November 2014





Owner Reference:

AECOM Area 3

Description:

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F. Estimatel 01 - Current Estimating Projects 22N005 GOAA Ferminal C Punchlish Proposal Revised Proposal [GOAA Proposal 5-2-22.4s] Change Sheet

Drainage improvments to area 3

Date:

2-May-22

and the second second	0 0:					
	Crew Size	Quantity	Unit	Unit Price	Extension	
CG General Conditions						
1 PCG Crews to complete all scope of work as						
shown on the drainage area 3 improvements						
including: construct berm on south and west side						
of laydown yard from owner's onsite millings,						
install two nyoplast drainage inlets and ABS Pipe						
to swale on south side, repair wash out area of						
pond berm and sod as shown on sketches.						
bor Subtotal						\$61,632.00
/laterials						
Lump Sum						
laterial Subtotal						\$37,454.0
	erial Tax	6.00%				\$2,247.2
	ental Tax	6.00%				\$102,077.9 \$6.124.6
R	ental Tax	6.00%				\$102,077.9 \$6,124.6
Subcontracts	ental Tax	97 TO TOO TO				
R	ental Tax	6.00%	TN	\$12.50	\$600.00	
Subcontracts  Hauling, Aggregate	ental Tax	48	TN	\$12.50	\$600.00	\$6,124.6 \$600.0
Subcontracts  Hauling, Aggregate	or Markup	97 TO TOO TO	TN	\$12.50	\$600.00	\$6,124.6 \$600.0 \$48.0
Subcontracts Hauling, Aggregate Subcontractor Subtotal Subcontractor	or <b>Markup</b> Subtotal	8.00%	TN	\$12.50	\$600.00	\$6,124.6 \$600.0 \$48.0 \$210,183.8
Subcontracts Hauling, Aggregate Subcontractor Subtotal Subcontractor	or <b>Markup</b> Subtotal y Program	8.00% 1.2%	TN	\$12.50	\$600.00	\$6,124.6 \$600.0 \$48.0 \$210,183.8 \$2,562.3
Subcontracts Hauling, Aggregate Subcontractor Subtotal Subcontractor	or Markup Subtotal y Program Bond	8.00%	TN	\$12.50	\$600.00	\$600.0 \$48.0 \$210,183.8 \$2,562.3 \$3,191.
Subcontracts Hauling, Aggregate Subcontractor Subtotal Subcontractor Subtotal	or Markup Subtotal y Program Bond Subtotal	8.00% 1.2%	TN	\$12.50	\$600.00	\$600.0 \$48.0 \$210,183.8 \$2,562.3 \$3,191.4
Subcontracts Hauling, Aggregate  Subcontractor Subtotal  Subcontractor Safet	or Markup Subtotal y Program Bond	8.00% 1.2%	TN	\$12.50	\$600.00	\$600.0 \$48.0 \$210,183.8 \$2,562.3 \$3,191.

90 Days

# Statewide Materials Rock Ridge Materials Inc.

1525 White Drive, Titusville, Florida 32780 t. 321-268-8455 f. 321-268-2414



### Quote

Number

SWMQ1465

Date

**Terms** 

08/24/15

Customer	Ship To
Prime Construction Group Mark Allen 1000 Jetstream Dr. Orlando, FL 32859 United States of America	GOAA, location tbd
Phone (407) 856-8180 Fax	

				Net 30	
Description		Qty	U/M	Unit Price	Ext. Price
#57 FDOT Spec. Gradation/		50	tn	\$42.00	\$2,100.00
Specification/Notes		The second second		Sales tax is n	ot Included
Delivery based on final location, estimate \$12.50/tn	All Materials Quoted	Meet F	DOT Specs	Total	\$2,100.00

County

2% discount for invoices paid within 15 days Quote is valid for 90 days from initial quote date Jan. 1st 3% increase

#### **OUR PRICES INCLUDE:**

**Project Owner** 

\* PRICING ASSUMES CUSTOMER REQUIRES DELIVERY BY STATEWIDE MATERIALS \* CERTIFIED TRUCK WEIGHT TICKETS

Project ID

- \* STONE SOURCE SUBMITTALS PLUS ANY ADDITIONAL TESTING AT THE QUARRY SOURCE ONLY

Statewide materials reserves the right to apply a mileage-based fuel surcharge to this quote when the price of highway diesel exceeds \$3/gallon.

0'			
Signature			

We appreciate your business!

Email Statewide Materials:sales@swmagg.com



# 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):

<b>SECTION</b>	<u>DESCRIPTION</u>	<b>EDITION</b>
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



#### **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: May 10, 2022

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

Construction Services Agreement with Prime Construction Group for H-S00026 Site Logistics Relocation

Storm Drainage Improvements, Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that Prime Construction Group does not propose small business participation on this Job Order Construction Services Addendum.

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



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 05/18/2022

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

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

Orlando, FL 32824		INSURER F:	
		INSURER E: HIGHLANDS INS CO	22489
1000 Jetstream Dr.		INSURER D: FCCI INS CO	10178
Prime Construction Group,	Inc.	INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
INSURED	_	INSURER B: TRAVELERS IND CO OF AMER	25666
Tampa, FL 33606		INSURER A: CHARTER OAK FIRE INS CO	25615
Ste 200		INSURER(S) AFFORDING COVERAGE	NAIC#
300 W. Platt St.		E-MAIL ADDRESS: clewis@mewilson.com	
M. E. Wilson Company, LLC			AX A/C, No): 813-354-4807
PRODUCER	1-813-229-8021	CONTACT Cierra Lewis, CISR	

#### COVERAGES CERTIFICATE NUMBER: 65495308

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	х	COMMERCIAL GENERAL LIABILITY		DTC05R235711C0F22	01/01/22	01/01/23	EACH OCCURRENCE	\$ 1000000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 100000
	GE	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 200000
ì		POLICY X PRO- JECT LOC	1 1				PRODUCTS - COMP/OP AGG	\$ 200000
		OTHER:						\$
В	ΑU	TOMOBILE LIABILITY		8105R2360372126G	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 100000
	Х	ANY AUTO					BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
ļ	х	HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
C	Х	UMBRELLA LIAB OCCUR		CUP5R2368482126	01/01/22	01/01/23	EACH OCCURRENCE	\$ 5000000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 500000
		DED X RETENTION\$ 10000						\$
D		RKERS COMPENSATION DEMPLOYERS' LIABILITY		WC010006419201	01/01/22	01/01/23	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 500000
	(Ma	ndatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 500000
	If ye	es, describe under SCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500000
E	Po	llution Liability		7930106530001	01/01/22	01/01/23	Per Each Condition	1,000,000
							Aggregate	2,000,000
1	1		1 1		Ĭ	1		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by direct written contract Certificate Holder is a General Liability, Pollution Liability and Auto Liability Additional Insured. Primary and non-contributory General Liability, Auto Liability, Pollution Liability & Excess Liability Additional Insured provision applies, . Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability, Pollution Liability and Workers Compensation.

RE: H-S00026 Site Logistics Relocation Storm Drainage

CERTIFICATE HOLDER	CANCELLATION			
Greater Orlando Aviation Authority	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
One Jeff Fuqua Blvd	AUTHORIZED REPRESENTATIVE			
Orlando, FL 32827	Routs. noder			

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#### Minutes of the Construction Committee Meeting, May 10, 2022 Page 4 of 10

Upon motion of Mr. Hunt, second by Mr. Pelletier, vote carried to approve Hensel Phelps Construction to issue a subcontract modification to M. C. Dean, Inc. on BP-S00168, South Terminal C, Phase 1 – Interior Finishes and Specialties (GMP No. 6-S.4), for the total not-to-exceed amount of \$540,000.00, with funding from Passenger Facility Charges and General Airport Revenue Bonds.

#### **TERMINAL C**

REQUEST FOR APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING HORIZONTAL CONSTRUCTION SERVICES AGREEMENT WITH PRIME CONSTRUCTION GROUP FOR H-S00026 SITE LOGISTICS RELOCATION STORM DRAINAGE IMPROVEMENTS, AT THE ORLANDO INTERNATIONAL AIRPORT.

3. Mr. Spence presented the memorandum, dated May 10, 2022. Discussion ensued.

Ms. Sharman stated that the dollar amounts included in the recommended action do not match the amounts in the Construction Summary table in the agenda memo. She recommended that the amount be rounded to \$247,815.00.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve a Job Order Construction Services Addendum to the Continuing Horizontal Construction Services Agreement with Prime Construction Group for H-S00026, Site Logistics Relocation Storm Drainage Improvements, for the total direct-negotiated amount of \$247,815, with funding from General Airport Revenue Bonds. [Subsequent to the Construction Committee meeting, an information item was included on the May 24, 2022, Construction Committee agenda, which amended the total direct-negotiated amount, as outlined above.]

REQUEST FOR APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING VERTICAL CONSTRUCTION SERVICES AGREEMENT WITH H.A. CONTRACTING CORPORATION FOR V-S00025, SOUTH TERMINAL C ASC LEVEL 1 MISCELLANEOUS IMPROVEMENTS DESIGN/BUILD, AT THE ORLANDO INTERNATIONAL AIRPORT.

4. [A handout was presented, which includes new Supporting Documentation.] Mr. McGonagill presented the memorandum, dated May 10, 2022. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with H.A. Contracting Corporation for V-S00025, South Terminal C, ASC Level 1 Miscellaneous Improvements Design/Build, for the total lump sum amount of \$51,035.00 and waive the requirement of Performance and Payment Bonds, with funding from previously-approved General Airport Revenue Bonds.

REQUEST FOR APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 18 TO THE PROGRAM AND PROJECT MANAGEMENT SERVICES FOR SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH COST MANAGEMENT, INC. TO PROVIDE ADDITIONAL CONSTRUCTION PHASE TECHNOLOGY MANAGEMENT SERVICES FOR FY 2022 FOR W-S00111, SOUTH TERMINAL C, PHASE 1 – PROGRAM AND PROJECT MANAGEMENT SERVICES (OAR), AT THE ORLANDO INTERNATIONAL AIRPORT.

5. Mr. Corthell presented the memorandum, dated May 10, 2022. Agenda Item Nos. 5, 6, 7, and 8 were considered in one motion. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to approve an Amendment to Addendum No. 18 to the Program and Project Management Services for South Terminal C, Phase 1 Agreement with Cost Management, Inc. to Provide Additional Construction Phase Technology Management Services for FY 2022 for W-S00111, South Terminal C, Phase 1 – Program and Project Management Services (OAR), for the total not-to-exceed fee amount of \$17,248.00, with funding from General Airport Revenue Bonds, Customer Facility Charges, Passenger Facility Charges, and FDOT Grants to the extent eligible.

REQUEST FOR APPROVAL OF AN AMENDMENT TO ADDENDUM NO. 20 TO THE PROGRAM AND PROJECT MANAGEMENT SERVICES FOR SOUTH TERMINAL C, PHASE 1 AGREEMENT WITH COST MANAGEMENT, INC. TO PROVIDE ADDITIONAL CONSTRUCTION OAR SERVICES FOR FY 2022 FOR W-S00111, SOUTH TERMINAL C, PHASE 1 – PROGRAM AND PROJECT MANAGEMENT SERVICES (OAR), AT THE ORLANDO INTERNATIONAL AIRPORT.

6. Mr. Corthell presented the memorandum, dated May 10, 2022. Agenda Item Nos. 5, 6, 7, and 8 were considered in one motion. Discussion ensued.