

Greater Orlando Aviation Authority
Addendum No. 8
Job Order Construction Services
(Page 1 of 2)

THIS ADDENDUM, made and entered into this day of Sep 15, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **CERTIFIED NETWORK PROFESSIONALS, INC.**, ("Contractor").

WITNESSETH

WHEREAS, on **August 20, 2019**, Owner and Contractor entered into a contract to provide continuing low voltage 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. L-0089** for project named **On-Call Low Voltage Services (FY24-CNET)**, 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	\$50,000.00	NTE	1	\$50,000.00
		\$			\$
		\$			\$
TOTAL					\$50,000.00

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	08/2023, 4 pages
2	Contractor's Proposal	07/06/2023, 1 page
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 365 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

Certified Network Professionals, Inc.

Orlando G Suero

By: box SIGN 42K8ZW17-18L3ZP6Q

President

Title

Construction Committee Approval Date: September 5, 2023

Notice to Proceed Date: October 1, 2023

Greater Orlando Aviation Authority

Max Marble

By: box SIGN 4W8BQ9Z1-18L3ZP6Q

Max Marble
Sr. Vice President, Capital Programs
Construction Committee Chair

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of Sep 14, 2023

Karen Ryan

By: box SIGN 1J8RLK51-18L3ZP6Q
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority



Memorandum

To: Members of the Construction Committee

From: Peter Pelletier, Vice President, Information Technology

Date: September 5, 2023

Re: Request for Approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Certified Network Professionals, Inc., Project L-00089-MCO, On-Call Low Voltage Services (FY24-CNET) at the Orlando International Airport

The scope of this project is to provide Network Engineering, Low Voltage Cabling Installation, Testing and Repair Services for all Aviation Authority facilities located at the Orlando International Airport on an on-call basis.

The duration of the project is 365 calendar days for Substantial Completion and 30 calendar days for Final Completion with a planned Notice to Proceed (NTP) date of October 1, 2023. Liquidated damages are defined as \$0 per calendar day for late Substantial Completion and \$0 per calendar day for late Final Completion.

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

<input checked="" type="checkbox"/> Experience	<input checked="" type="checkbox"/> Available Personnel	<input type="checkbox"/> Current Workload
<input checked="" type="checkbox"/> Expertise	<input checked="" type="checkbox"/> Equitable Distribution	<input type="checkbox"/> Other: _____

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

Funding is from Operations and Maintenance Funds 301.521.170.5340007.000.000000 subject to Aviation Authority Board adoption of the FY24 Aviation Authority Budget. Funding source verified by Andrea Harper of Construction Finance on 8/30/23 as correct and available.

It is respectfully requested that the Construction Committee approve of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with above-referenced continuing contractor in the direct-negotiated **Not-to-Exceed (NTE)** amount of **\$50,000.00** and waive the requirement for Performance and Payment Bonds.

The invoicing method for this Job Order Contract will be (select ☒ one):

☐ NTE – Unit Price

☐ NTE – Actual Cost (Time & Material)

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

☐ NTE – On-Call - Unit Prices

Payment Method: Supporting documentation is required to be attached to each Pay Application, which includes the work ticket/order for the services.

☒ NTE – On-Call - Actual Cost (Time & Material)

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

JOB ORDER	
L/S	\$0.00
ALLOWANCES (NTE)	\$0.00
NTE	\$50,000.00
TOTAL	\$50,000.00
AAC – Compliance Review Date	8/29/2023 ZTG
AAC – Funding Eligibility Review Date	8/29/2023

Operating Unit	GOAA		
Number	94899	Type	Internal Requisition
Description	FY24 CC 9/5/23 CM	Status	Incomplete
Preparer	Harper, Andrea		
Total	USD	50,000.00	

Lines	Source Details	Details	Currency
Num	Category	Description	UOM Quantity Price Need-By
1	Encumbrance.Ho	L-00089 oncall low volta	US D 50000 1

Destination Type	Expense	Source	Supplier
Requester	Brooks, Ian J	Supplier	

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Conditions/Provisions of Contract, including Contractual Conditions and 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:

L-00089 CONTINUING LOW VOLTAGE CONSTRUCTION SERVICES
On-Call Low Voltage Services (FY24 – CNET)
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:

Provide Network Engineering services to include, but not limited to:

- Network Architecture Review
 - o GOAA's current CISCO network infrastructure
 - o Architecture review between the North Ethernet based architecture to the south's PON based architecture.
- Assistance with current low voltage, copper, fiber plant layout
- Assistance with VOIP architecture as needed
- Assistance with VSS architecture as needed
- Provide additional service capability, engineering, testing, and network architecture services

NOTE: All communication cabling follows TIA/EIA Commercial Building standards and BICSI standards as referenced in GOAA's Master Design Guidelines.

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) Schedule and coordinate all deliveries and removal of debris with the Owner, or between the hours of 10:00 PM and 6:00 AM each day of the work week.
- 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, or time restrictions due to Airport Operations within work areas (such as Customs, FIS, scheduled flights, other). It is the responsibility of the Contractor to be aware of time restrictions.
 - 2. Unless otherwise directed by the Owner or dictated by specific Airport Operations area restrictions (see above 1.4.A.1), work shall be scheduled between the hours of 7:00 AM until 6:00 PM each day.
 - 3. Access into Comm Rooms and Work Areas; it is the responsibility of the Contractor to coordinate physical access prior to work start into; Technology Rooms / Communication Rooms, Work Areas, and ancillary work areas necessary for tasks to be accomplished.

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

LABOR	Hourly Rate		
Apprentice Electrician			
Cable Installer			
Electrician			
Foreman			
Helper - Laborer			
Journeyman Electrician			
Lead Technician			
Maintenance			
Master Electrician			
Project Manager			
Telecom Technician			
Other: Network Engineer	\$125.00		
Other:			
Other:			
Other:			
	RATE %		
Materials Mark-up	15%		
	RATE %		
Subcontractor Mark-up	15%		

Submitted by:

Orlando G. Suero

Print



Sign

7/6/2023

Date

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 L-0089,, On-Call Low Voltage Services (FY24-CNET), 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 ____.

Certified Network Professionals, 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 L-0089,, On-Call Low Voltage Services (FY24-CNET), 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 Low Voltage Construction Contracts)**

Unless the specific award provides otherwise, the Continuing Electrical 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 13	Project 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 31	Requirement for Use of South 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. 4	Masonry	12/2014
Div. 9	Finishes	03/2016
Div. 10	Specialties	08/2017
Div. 11	Equipment	12/2014
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	07/2016
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	Electronic Safety and Security	07/2017



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: September 05, 2023

Re: Request for Approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Certified Network Professionals, Inc., Project L-00089-MCO, On-Call Low Voltage Services (FY24-CNET) at the Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the on-call nature of the services to be provided, Certified Network Professionals, Inc. does not propose small business participation on this job order construction services addendum at this time.

Our analysis indicates that Certified Network Professionals, Inc. is eligible for award of the subject job order construction services addendum.