

**Greater Orlando Aviation Authority**  
**Addendum No. 5**  
**Job Order Construction Services**  
**(Page 1 of 2)**

**THIS ADDENDUM**, made and entered into this day of Nov 9, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **Collage Design and Construction Group, Inc., dba The Collage Companies** ("Contractor").

**WITNESSETH**

**WHEREAS**, on October 1, 2021, Owner and Contractor entered into a contract to provide continuing vertical construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

**WHEREAS**, the Owner wishes to have the Contractor perform certain services relating to **Project No. V-S00044** for project named **Terminal C Tenant Buildout (Completion of BP-S187)**, 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	\$199,000.00	NTE	1	\$199,000.00
		\$			\$
		\$			\$
<b>TOTAL</b>					<b>\$199,000.00</b>

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	Section 01 21 00, Allowances	07/2019, 2 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 45 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

**Collage Design and Construction Group, Inc.**

By:   
boxSIGN 197LVXZZ-1R78P6P9

President

Title

Construction Committee Approval Date: November 7, 2023

Notice to Proceed Date: November 20, 2023

**Greater Orlando Aviation Authority**

By:   
boxSIGN 4W8BQ9Z1-1R78P6P9

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 Nov 8, 2023



By: boxSIGN 1J0RLKS1-1R78P6P9  
NELSON MULLINS BROAD AND  
CASSEL, Legal Counsel  
Greater Orlando Aviation Authority



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

## Memorandum

**To: Members of the Construction Committee**

**From: Scott Shedek, Vice President of Construction**  
(as prepared by Jamie McGonagill)

**Date: November 7, 2023**

**Re: Request for Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with The Collage Companies for V-S00044 Terminal C Tenant Buildout (Completion of BP-S187), Orlando International Airport**

The scope of this project is Complete the remaining scope of work for project BP-S00187 because the Contractor filed for bankruptcy and could not complete the work. Landside Terminal (LST) and Airside Concourse (ASC) airline tenant construction of approximately 10,511 SF, work includes taking over and finaling existing BP-S00187 City permits, completing construction of tenant spaces that were planned and designed under the BP-S00187 project, and project closeout. The work includes, but is not limited to, interior partition walls, door openings, millwork, interior finishes, and extension of all building systems (mechanical, electrical, minimal plumbing, fire protection, security, communication, alarm systems). The duration of the project is 90 calendar days for Substantial Completion and 45 calendar days for Final Completion with a contemplated Notice to Proceed (NTP) date of November 20, 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):

☒ Experience                      ☒ Available Personnel                      ☐ Current Workload

☒ Expertise                      ☐ Equitable Distribution                      ☐ Other: \_\_\_\_\_

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

Funding is from previously approved General Airport Revenue Bonds (GARBs). Funding source verified by Melvin Martinez of Construction Finance on 11 / 1 / 23 as correct and available.

It is respectfully requested that the Construction Committee approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with above-referenced continuing contractor in the total direct-negotiated amount of \$199,000.00, which includes a lump sum amount of \$0.00, allowance(s) totaling the amount of \$199,000.00, and waive the requirement for Performance and Payment Bond.

The invoicing method for this Job Order Contract will be:

☒ Lump Sum (w/ Allowances)

CONSTRUCTION AWARD	
L/S	\$0.00
ALLOWANCE (NTE)	\$199,000.00
TOTAL	\$199,000.00
AAC – Compliance Review Date	10/30/2023 ZTG
AAC – Funding Eligibility Review Date	10/31/2023

## SECTION 01 11 00 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 PROJECT DESCRIPTION

- A. Project/Work Identification:

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

V-S00044 Terminal C Tenant Buildout (Completion of BP-S187)  
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 scope is to complete the remaining scope of work for project BP-S187 because the Contractor filed for bankruptcy and could not complete the work. Landside Terminal (LST) and Airside Concourse (ASC) airline tenant construction of approximately 10,511 SF, work includes taking over and finaling existing BP-S187 City permits, completing construction of tenant spaces that were planned and designed under the BP-S187 project, and project closeout. The work includes, but is not limited to, interior partition walls, door openings, millwork, interior finishes, and extension of all building systems (mechanical, electrical, minimal plumbing, fire protection, security, communication, alarm systems).

#### 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 between the hours of 7:00 AM and 3:00 PM 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. Unless otherwise directed by the Owner, work shall be scheduled between the hours of 7:00 AM until 6:00 PM each day, however

#### 1.5 LAWS, PERMITS, AND REGULATIONS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00



## SECTION 01 21 00 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
- B. All applicable allowances are listed on the Bid Form.

#### 1.3 SCOPE, SELECTION AND PRICING

- A. For each Work item covered by an allowance, including concealed conditions, the Contractor shall submit a Request for Change Order (RCO) at the earliest practical date after award of the Contract or upon discovery of the condition. The RCO shall include the scope of work, the schedule and the amount of allowance to be used for the Work item. The OAR will process a Contract Modification for the Work item in accordance with the terms of the Contract. Note that the General Conditions outline the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.
- B. At the OAR's request, submit proposals for each applicable allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the OAR. Do not begin Work on an item covered by an allowance until a Contract Modification has been authorized by the Owner.

#### 1.4 SUBMITTALS

- A. General: Submit proposals for the work included in allowances, in the form specified for Change Orders.
  - 1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

#### 1.5 ALLOWANCES

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



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

#### 1.6 UNUSED ALLOWANCES

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

#### PART 2 - PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - PART 3 - EXECUTION

##### 3.1 EXAMINATION

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

##### 3.2 PREPARATION

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

##### 3.3 SCHEDULE OF ALLOWANCES

- A. Construction Allowance      \$199,000

END OF SECTION 01 21 00

**Greater Orlando Aviation Authority  
Construction Committee Item Review Checklist**

## Job Orders

CCM Date:	11/07/23
Vendor Name:	The Collage Companies
Sponsor (Person listed in FROM section on memo):	Scott Shedek
Preparer (Person listed as Prepared By under FROM section on memo):	Jamie McGonagill EXT #: 6565
GOAA Project Number:	V-S00044

Appropriate GOAA Cover Memo (EDC document) properly completed, including the appropriate funding source	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Copy of Section 01 11 00, Summary of Work, describing the scope of work and performance period	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Identify any Allowances defined in the Contract (Section 01 21 00) and provide copy of section	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contractor's proposal per the scope of work which shall include labor rates, burden, time, equipment, etc.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Supporting documents, including but not limited to, subcontractor's quote and payroll costs for general conditions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Independent Cost Estimates (OAR Estimate, Designer's Estimate, Historical Data, Multiple Quotes)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Start-up package (A DRAFT is required, at minimum)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Confirm that the services have not already been performed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Provide explanation for any items marked "No"</b> <b>There are no Allowances.</b>	

\_\_\_\_\_  
Submitted By (Please Print Name)

\_\_\_\_\_  
Date / Time

To be Completed by Anser Advisory:  
All documents listed on the checklist are included and ready for review:

☒ **Accepted** Date 10/24/2023      ☐ **Rejected** Date \_\_\_\_\_

## MEMORANDUM

**TO:** Members of the Construction Committee

**FROM:** Edelis Molina, Sr. Small Business Administrator

**DATE:** November 07, 2023

**RE:** Request for Approval of a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with The Collage Companies for V-S00044 Terminal C Tenant Buildout (Completion of BP-S187), Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that The Collage Companies has not identified small business participation at this time due to the scope of work being awarded as an allowance.

Our analysis indicates that The Collage Companies is eligible for award of the subject addendum.