

**AMENDMENT NO. 1**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**M&M ELECTRIC OF CENTRAL FLORIDA, INC.,**

**TO**

**PURCHASING CONTRACT 14-20**

**THIS AMENDMENT NO. 1** made and entered into as of the 18 day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **M&M ELECTRIC OF CENTRAL FLORIDA, INC.**, (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated July 1, 2020, Contractor agrees to provide Electrical And Relamping Services at Orlando International Airport (OIA), and Orlando Executive Airport, (OEA) Orlando, Florida; and

**WHEREAS**, the Contract provides the Aviation Authority with thirty-six (36) months initial services and options to renew the term of the Contract for two (2) additional periods of one (1) year each; and

**WHEREAS**, the Aviation Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) year.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

**1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of July 1, 2023 and expiring June 30, 2024.

**2. Compensation.** The Aviation Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-1", First Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.

**3. Contractor's Performance Bond.** Prior to the execution of this Amendment No. 1, Contractor shall furnish the Aviation Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than Two Hundred Fifty-Five Thousand and Seven Hundred Forty-Four Dollars (\$255,744.00) as shown on Attachment "B-1".

**4. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

**5. Public Entity Crimes Act.** The Contractor acknowledges the following notice: "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 on a contract to provide any goods or services to a public entity, may not submit a bid 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 s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."


**6. Whistle Blower Reporting Line**

The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, Contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its Subcontractors or laborers, it shall promptly report such activity at 877-370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

**7. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 1, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

ATTEST:

  
Anna Farmer  
Assistant Secretary  
May 19 2023 8:27 AM  
DocuSign

Assistant Secretary

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

  
Kevin Thibault  
Chief Executive Officer  
May 18 2023 5:10 PM  
DocuSign

By: Chief Executive Officer

Date: \_\_\_\_\_

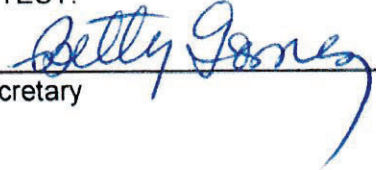
[Official Seal]



May 19 2023 8:27 AM


DocuSign

ATTEST:

  
Betty Gomez  
Secretary

“CONTRACTOR”

M&M ELECTRIC OF CENTRAL FLORIDA, INC.,

By: 


Its: PRESIDENT

MISAEL GOMEZ  
Print or Type Name and Title

Date: 04-26-2023

[Corporate Seal]



Approved as to Form and Legality  
this 15 day of May, 20 23  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority





**Attachment "A-1"**  
**14-20 Electrical And Relamping Services**  
**First Renewal Option Pricing**  
**Period Of July 1, 2023 Through June 30, 2024**

| SERVICE / DESCRIPTION                                                                                                 | UNIT PRICE                    | ESTIMATE<br>D QTY | EXTENSION            |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------|----------------------|
| <b>Electrical Services, Ballast Replacement &amp; fixture repair services</b>                                         |                               |                   |                      |
| Standard Hours - Journeyman Electrician/On Site Supervisor                                                            | \$ 53.10                      | 1,500             | \$ 79,650.00         |
| Standard Hours - Mechanic Electrician                                                                                 | \$ 44.34                      | 4,500             | \$ 199,530.00        |
| Standard Hours - Electrician Helper                                                                                   | \$ 38.20                      | 1,500             | \$ 57,300.00         |
| Non-Standard Hours - Journeyman Electrician/On-Site Supervisor                                                        | \$ 72.94                      | 500               | \$ 36,470.00         |
| Non-Standard Hours Mechanic Electrician                                                                               | \$ 64.18                      | 1,500             | \$ 96,270.00         |
| Non-Standard Hours - Helper                                                                                           | \$ 52.46                      | 500               | \$ 26,230.00         |
|                                                                                                                       | <b>ESTIMATED ANNUAL VALUE</b> |                   | <b>EXTENSION</b>     |
| Estimated Parts, Materials, Subcontractors, Rentals and Components Purchased for Electrical and Relamping Services    | \$ 75,000.00                  | 1                 | \$ 75,000.00         |
| Contractors Mark-Up % over its cost for Parts, Material, Rentals and Components for Electrical and Relamping Services | 10%                           | 75000             | \$ 7,500.00          |
| <b>LAMP REPLACEMENT COST</b>                                                                                          |                               |                   |                      |
| Compact Fluorescent/ LED Lamp (approx. Ceiling HT 12')                                                                | \$ 4.30                       | 4,000             | \$ 17,200.00         |
| Fluorescent/LED Lamp, T5, T8, & T12 (approx. Ceiling HT 12')                                                          | \$ 3.30                       | 20,000            | \$ 66,000.00         |
| Metal Halide/LED Parking Garage Pole Lamp, 1,000 Watt (approx. Ceiling HT 25')                                        | \$ 16.40                      | 200               | \$ 3,280.00          |
| Any Lamp (approx. Ceiling HT 12'-0" to 17'-11")                                                                       | \$ 16.40                      | 1,000             | \$ 16,400.00         |
| Any Lamp (approx. Ceiling HT 18'-0" to 29'-11")                                                                       | \$ 16.40                      | 300               | \$ 4,920.00          |
| Any Lamp (approx. Ceiling HT 30')                                                                                     | \$ 16.40                      | 200               | \$ 3,280.00          |
| <b>Total First Renewal Option</b>                                                                                     |                               |                   | <b>\$ 689,030.00</b> |



Attachment "B-1"

Performance Bond No.: EACX4004824

Performance Bond Expiration Date: June 30, 2024

**PERFORMANCE BOND FORM**

**GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS**  
that M&M Electric of Central Florida, Inc.  
4749 Patch Rd, Suite 100, Orlando, FL 32822, hereinafter called Principal, and  
Endurance Assurance Corporation, 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577  
Delaware, a corporation organized under the laws of the State of  
Delaware and licensed to do business in the State of Florida,  
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation  
Authority, hereinafter called Aviation Authority, in the Penal Sum of **TWO HUNDRED FIFTY-  
FIVE THOUSAND AND SEVEN HUNDRED FORTY-FOUR DOLLARS (\$ 255,744.00)**, for  
the payment of which sum well and truly made, Principal and Surety bind ourselves, our  
heirs, personal representatives, successors and assigns, jointly and severally, firmly by these  
presents.

**WHEREAS**, Principal has by written agreement entered into a Contract with Aviation  
Authority for Purchasing Contract 14-20, Electrical and Relamping Services  
at Orlando International Airport, in accordance with the Contract Documents which are  
incorporated therein by reference and made a part thereof, and which collectively are herein  
referred to as the Contract.

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

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, 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 remains in full force and effect.



In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Aviation Authority for all such loss or damage (including, but not limited to, reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Aviation Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with 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.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority'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 Aviation Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Aviation Authority 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 Aviation Authority 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.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.


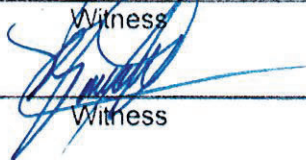
Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by the Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 1st day of July, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

**M&M ELECTRIC OF CENTRAL FLORIDA, Inc.**

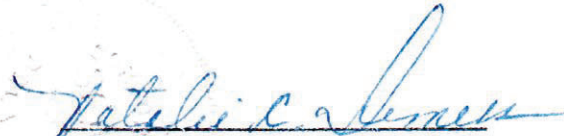
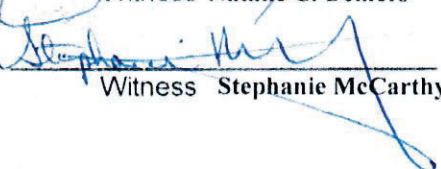
Principal (Name of Contractor)


  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness  
(Seal)

By:   
\_\_\_\_\_  
(Signature)  
Its: PRESIDENT  
\_\_\_\_\_  
(Title)

**Endurance Assurance Corporation**

Name of Surety

  
\_\_\_\_\_  
Witness Natalie C. Demers  
  
\_\_\_\_\_  
Witness Stephanie McCarthy

By:   
\_\_\_\_\_  
(Signature) Kevin Wojtowicz  
Its: Attorney-In-Fact & FL Resident Agent  
\_\_\_\_\_  
(Title)

Address: 4380 St. Johns Pkwy., Ste. 110, Sanford, Florida 32771

Telephone No.: 407-330-3990

Fax No: 407-330-3949

E-Mail Address: kevin@nielsonbonds.com

  
\_\_\_\_\_  
(Countersignature by Kevin Wojtowicz  
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**IMPORTANT:**

Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.



OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, BETTY GOMEZ, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that MISAEEL GOMEZ who signed the said Bond(s) on behalf of the Principal was then PRESIDENT of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by the authority of its governing body.

Betty Gomez  
Secretary

(Corporate Seal)



EXHIBIT "A"  
TO BE ATTACHED TO AND FORM A PART OF  
PERFORMANCE BOND NUMBER EACX4004824

In consideration of the premium charged for the attached Bond, it is hereby agreed that the attached Bond be amended as follows:

1. The Bond is for the term beginning July 1, 2023 and ending June 30, 2024.
2. In the event of default by the Principal in performance of the Contract during the term of the Bond the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the Contract up to the termination of the term of the Bond.
3. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under the Bond.
5. The Bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Provided, however, that the attached Bond shall be subject to all of its agreements, limitations, and conditions, except as herein expressly modified, and further that the liability of the Surety under the attached Bond and the attached Bond, as amended by this Rider, shall not be cumulative.

Signed, sealed and dated this 1<sup>st</sup> day of July, 2023.

Principal Name: M&M Electric of Central Florida, Inc.

Principal Address: 4749 Patch Rd, Suite 100, Orlando, FL 32822

By:   
Signature of Authorized Representative

MISAEEL GOMEZ / PRESIDENT  
Print or Type Name / Title

Surety Name: Endurance Assurance Corporation

Surety Address: 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577

By:   
Signature of Authorized Representative

Kevin Wojtowicz, Attorney-In-Fact  
Print or Type Name / Title





KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **LAURA D. MOSHOLDER, EDWARD M. CLARK, DON BRAMLAGE, KEVIN WOJTOWICZ** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

|                                                                                                                                                                                                               |                                                                                                                                                                                                                    |                                                                                                                                                                                                        |                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Endurance Assurance Corporation</b></p> <p>By: <i>Richard M Appel</i><br/>Richard Appel; SVP &amp; Senior Counsel</p>  | <p><b>Endurance American Insurance Company</b></p> <p>By: <i>Richard M Appel</i><br/>Richard Appel; SVP &amp; Senior Counsel</p>  | <p><b>Lexon Insurance Company</b></p> <p>By: <i>Richard M Appel</i><br/>Richard Appel; SVP &amp; Senior Counsel</p>  | <p><b>Bond Safeguard Insurance Company</b></p> <p>By: <i>Richard M Appel</i><br/>Richard Appel; SVP &amp; Senior Counsel</p>  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of July, 2023.

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870