GOAA DATE:

July 20, 2022

ITEM NO:

101425

DOCUMENTARY #:

#### AMENDMENT NO. 3

#### BY AND BETWEEN

## **GREATER ORLANDO AVIATION AUTHORITY** AND **CONVERGINT TECHNOLOGIES LLC**

TO

#### CONTRACT 05-19

THIS AMENDMENT NO. 3 made and entered into as of the <u>11th</u> day of <u>August</u> 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CONVERGINT TECHNOLOGIES LLC (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, by Agreement dated June 1, 2019, and as amended by Amendment No. 1 dated January 8, 2020, and Amendment No. 2 dated May 22, 2020, the Contractor agreed to provide the Authority with Fire Sprinkler Systems Maintenance Services (Wet, Dry & Pre-Action) at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with two (2) options to renew the term of the Contract for additional periods of one (1) year each; and

WHEREAS, Authority desires and Contractor agrees to exercise its first option to renew the term of the Contract for an additional period of one year.

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

- 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, 2022, and expiring June 30, 2023.
- Compensation. 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-3", First Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- Contractor's Performance Bond. Prior to the execution of this Amendment No. 3, Contractor shall furnish 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 and Fifty Thousand Dollars (\$250,000.00).
- Suit/Proceedings. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement 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 Contractor 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. <u>Continuing Effect of Agreement Provisions</u>. Except as amended by this Amendment No.3, the Agreement 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. 3 to be duly executed as of the date and year first above written.

•	"AUTHORITY"				
ATTEST:	GREATER ORLANDO AVIATION AUTHORITY				
Assistant Secretary	By: Chief Executive Officer				
[Official Seal]					
•	"CONTRACTOR"				
ATTEST: Secretary	CONVERGINT TECHNOLOGIES LLC  By:				
	Its: Director or orangery				
	Print or Type Name and Title				
[Corporate Seal]					

Approved as to Form and Legality
this Eday of Analot, 20
Nelson Mullins Riley & Scarborough, LLP
By Greater Orlando Aviation Authority

# Attachment "A-3" First Renewal Option Prices

lten	Description	UnitPrice	Unit of Memura	ĸ	Dunnity*		Extenion
	., .	\$12,825.00	Each	×	1		\$52,825.00
٨	Arrand Sprinkler Inspection, Tenting & Cartification	\$10,490,00	Each	×	3.	-	\$31,470,00
В.,	Quirterly Spillider Inspection, Testing & Cartification	\$2,250,00	Each	x	12	-	\$27,000.00
C	Monthly Visual Valve Inspections (35 Stort)	675.00	Hour	*	540	=	\$48,000,00
D.	Standard Men-hour Sprintler Report Lubor Rate Standard Crew-hour Sprintler Repair Labor Rate	\$310.00	Hour	×	378	=	\$34,980,00
E.	Standard Crisis hour Springer Repair Labor Reta	\$75.00	Hour	×	312	ė	\$23,400.00
F.	Horr-Standard Man-hour Sprinder Repair Labor Rate	\$130.00	Hour	×	271	=	\$35,230,00
6.	NorrEtandard Crew hour Sprinkler Repair Labor Rate	********					\$75,000,00
r c	Extimated Parts, Mareriala and Bulk Supplies Contractor's Mark-up Percentage over its cost for Parts, Materials and Bulk Items	0.15 (ded)ाडी विस्तान्त्रप्रे		x	\$7.5,000	=	\$11,250.00
	FIRE PURPE (6 Electric & B Dievel)					=	\$3,400.00
1	Fire Pumps Electric Monthly Run	\$75,00	Ench	ĸ	72 #16	2	
ĸ.	Fire Pump Diesel Weekly Run	575,00	Each	×		D.	\$31,200.00 \$1,800.00
Ĺ	Fire Pumps Diesel Quarterly Maintenance	575.00	Each	X	24 8	=	\$760.00
M	Fire Pump Diesel Annual Maintenance	\$93.00	Each	×	8 64		\$5,020,00
<b>X</b> .	Standard Mechanio Hourly Repoir Labor Role	505.00	Hour	x	50	4	\$4,750.00
o:	Non-Sentard Martanic Hourty Reput Labor Rate	\$99.00	Hour		20	_	Physica
P.	Five Year Impection for First Renewal Option Year			u			\$1,200,00
••	Alridde 2	\$3,200.00	East	×	1	=	\$1,200.00
	B-Side Parting Administration, 94008 Airport Rool averd	\$1,200.00	Earfi			-	\$1,200.00
	Bus Maintanance, 8280 Care Vérde Road	\$1,200.00	Es+	×	1		\$1,200.00
	Ć Ge/scia	\$1,200,00	Each		1	-	\$1,200.00
	Malintenance Administration, 8530 Casa Verda Road	61,200,00	Each	×	1	=	\$1,200.00
	MeInterioros Shops: 5993 Cargo Road	\$1,200.00	Each	×		=	\$1,200.00
	Material Control/Purchasing, 5983 Cargo Road	\$1,200.00	Each		1	•	\$1,200.00
	Remote Scinening Facility, 6150 Cargo Road	\$1,200,00	Each	×	1	-	
	Wes: ARF Batton, 470 Express 50 oct	\$1,200.00	Each	×	1	•	\$1,200,00
O.	Fire Hydrent enriquel Préventeutre Melintonénce and Five Year Row Test	\$100.00	Each	×	125	=	\$12,300,00
	Additional Bendons required for first Renewal Outlon Year.						
R.	Contractor's Mark-up Percentage over Involve for Sub-Contractor Services	0.15		×	\$75,000	•	\$11,250,00
	the state of the s						
S	Central Energy Plant South Yermind	Asonco	Each	x	1	•	\$300.00
	Annual Sprinkler Impection	\$150.00	Each	×	3	22	\$450,00
	Quarterly Sprinkler Inspection Monthly Valve Inspection	\$3.00	Euch	×	12	•	\$26,00
т.	Emergency Prover Generation South Terroinal						\$300.00
••	Arraud Sprticler (respection	\$300.00	Each	ĸ	1	=	5450.00
	Querterly spankler inspection	6150.00 63.00	Each Each	ĸ	3 12	*	\$35.00
	Monthly Valve Inspection	•					
U.	Airaide South Terrnina	\$24,000.00	Each	×	1	=	524000.00
	Annual Specialist (especial)	\$5,000.00	Each	×	3	200	\$15,000.00
	Quarterly Sprinkler Inspection	\$158.00	Each	×	17	=	\$3,096.00
	Manthly Valve Inspection Fire Pump Electric Monthly Rus	\$75.00	Euch	×	12	•	\$900,00
V.	Lapdalda South Terminal		P-14	×	1		524,000,00
••	Annual Sprinkler Inspection	\$14,000.00	Each		à		\$15,000.00
	Querterly Sprintser Inspection	\$5,000.00	Each Each	×	12	ž	\$2,376.00
	Monthly Valve this pactors	\$193.00		×	12		\$200.00
	Fire Pump Electric Monday Journ	\$75.00	Eesh	^	,,	-	330000
w.	Ground Transportation Facility	4	Each	×	1	127	\$1,200,00
	Annual Specialer Impectors	\$1,700.00	Each Each	Ŷ	3		\$1,200.00
	Quarterly Sprinkter inspection Money Valve inspection	\$402.00 <b>621.00</b>	Each	x	12	u	\$252.00
X.	C Garage Expansion						
X.	Winns Phipsis, Laberga Centifornhistory	\$1,200.00	Each	×	1	-	\$1,200,00
	Qualerly Sprinker impectal pri	\$400.00	Հարել	×	3.	2	\$1,200.00
	Monthly Valvo Inspection	\$20.00	Each	×	12	85	\$240,00
Y.	Security/K-S Bullding	£200.00	Endt	×	1	4	\$300,00
	Annual Sprinkler Inspection	\$300.00 \$150.00	Each	x	â	- 1	\$450.00
	Quarterly Sprinkfer Inspection Monthly Valve Inspection	\$3'02 \$2'060	Each	×	12	=	\$36.00
	Five Year Inspection for First Renewal Option Year Additional	44 450 45	Esch	x	1		\$1,200.00
L	Partition of the Partition	\$1,200,00	Fach	â	1	_	\$1,200.00
L	Security/K-9Building						
L	Alade 4 Chile Plant	\$1,200,00	Facts	ç		п	
L		\$1,200,00 \$1,200,00 \$1,200,00	Each Each	×	1	n	\$1,100.00

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