

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
DAIKIN APPLIED AMERICAS INC
TO**

PURCHASING CONTRACT 21-21

THIS AMENDMENT NO. 1 made and entered into as of the 1st day of September, **2022**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **DAIKIN APPLIED AMERICAS INC.**, (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, by Contract dated September 1, 2021, Contractor agreed to provide the Authority management, maintenance and repair services for the Daikin/McQuay Chiller equipment at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires on August 31, 2026; and

WHEREAS, the Authority and Contractor agrees to revise the Contract to add four (4) Daikin AGZ070 air cooled chillers. The chillers are located on each elevator tower of both the A and B parking garages. The annual maintenance includes: (i) monthly labor inspections; (ii) annual water treatment services; (iii) annual Eddie Current testing on both condenser and evaporator, evaporator tube brushing and insulation repair; and (iv) additional repairs for the four (4) Daikin AGZ070 air cooled chillers.

WHEREAS, the Authority requires the Contractor's prior written consent, which Authority is willing to give on the terms and conditions set forth below.

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

- 1. Contract Adjustment.** Contractor's scope of work shall be and hereby is amended to add annual maintenance for the four (4) Daikin AGZ070 air cooled chillers located on each elevator tower of both the A and B parking garages. All labor rates for the maintenance will be billed at the current Contract terms and conditions.
- 2. Compensation.** In consideration of the work to be performed pursuant to this Amendment No. 1, the estimated value for this contract adjustment is a not-to-exceed amount of \$123,058.51.
- 3. Increase in Value.** The value of the Contract will increase from \$2,869,874.00 to \$2,992,932.51. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 4. Contractor's Performance Bond or Letter of Credit.** Upon execution of this Amendment No. 3, no changes are required, or will be made, with respect to this Amendment. Performance Bond No. **K40331992** in the amount of \$750,000.00 shall remain the same as the terms and conditions of the Contract.

5. **Suits/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. The Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

6. **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."

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.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

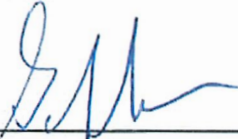
Date: _____

[Official Seal]

"CONTRACTOR"

ATTEST:

DAIKIN APPLIED AMERICAS INC.



Gerald Johnson
Assistant Secretary

By: 


Its: **SVP Finance & IT**

Clayton Jacoby

Print or Type Name and Title

[CORPORATE SEAL]



Approved as to Form and Legality
this 22 day of August, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 

Greater Orlando Aviation Authority