

**AMENDMENT NO. 3**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

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

**TO**

**PURCHASING CONTRACT 14-20**

**THIS AMENDMENT NO. 3** made and entered into as of Jun 25, 2024 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, and as amended by Amendment No. 1 dated May 18, 2023 and Amendment No. 2 dated July 1, 2023, Contractor agrees to provide Electrical And Re-lamping Services at Orlando International Airport and Orlando Executive Airport, Orlando, Florida;

**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 second 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, 2024 and expiring June 30, 2025.
- 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-3", Second 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. 3, 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).
- 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. Fees Associated with Identification Badges and Keys.** The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance. The Aviation Authority shall determine the term of each badge at the time of issuance.

**Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**

**7. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Amendment No. 3 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

By:  \_\_\_\_\_

Kevin J. Thibault                      CEO  
Name /Title

Date: Jun 25, 2024

**“CONTRACTOR”**

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

By:  \_\_\_\_\_

Misael Gomez                      President  
Name/Title

Date: Jun 17, 2024

**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  \_\_\_\_\_

Date: Jun 17, 2024

**Attachment "A-3"**  
**14-20 Electrical And Relamping Services**

**Year four contract adjustment pricing**  
**Term: July 1, 2024, through June 30, 2025**

SERVICE / DESCRIPTION	UNIT PRICE	ESTIMATED QTY	EXTENSION
<b>Electrical Services, Ballast Replacement &amp; fixture repair services</b>			
Standard Hours - Journeyman Electrician/On Site Supervisor	\$ 57.97	1,500	\$ 86,961.87
Standard Hours - Mechanic Electrician	\$ 48.41	4,500	\$ 217,846.85
Standard Hours - Electrician Helper	\$ 41.71	1,500	\$ 62,560.14
Non-Standard Hours - Journeyman Electrician/On-Site Supervisor	\$ 79.64	500	\$ 39,817.95
Non-Standard Hours Mechanic Electrician	\$ 70.07	1,500	\$ 105,107.59
Non-Standard Hours - Helper	\$ 57.28	500	\$ 28,637.91
	<b>ESTIMATED ANNUAL VALUE</b>		<b>EXTENSION</b>
Estimated Parts, Materials, Subcontractors, Rentals and Components Purchased for Electrical and Relamping Services	\$ 81,885.00	1	\$ 81,885.00
Contractors Mark-Up % over its cost for Parts, Material, Rentals and Components for Electrical and Relamping Services	11%	75,000	\$ 8,188.50
<b>LAMP REPLACEMENT COST</b>			
Compact Fluorescent/ LED Lamp (approx. Ceiling HT 12')	\$ 4.69	4,000	\$ 18,778.96
Fluorescent/LED Lamp, T5, T8, & T12 (approx. Ceiling HT 12')	\$ 3.60	20,000	\$ 72,058.80
Metal Halide/LED Parking Garage Pole Lamp, 1,000 Watt (approx. Ceiling HT 25')	\$ 17.91	200	\$ 3,581.10
Any Lamp (approx. Ceiling HT 12'-0" to 17'-11")	\$ 17.91	1,000	\$ 17,905.52
Any Lamp (approx. Ceiling HT 18'-0" to 29'-11")	\$ 17.91	300	\$ 5,371.66
Any Lamp (approx. Ceiling HT 30')	\$ 17.91	200	\$ 3,581.10
<b>Total Second Renewal Option</b>			<b>\$ 752,282.95</b>