

**Greater Orlando Aviation Authority
Addendum No. 14
Job Order Construction Services
(Page 1 of 2)**

GOAA DATE: 09/27/23

THIS ADDENDUM, made and entered into this 1 day of November, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.**, ("Contractor").

WITNESSETH

WHEREAS, on **August 1, 2019**, Owner and Contractor entered into a contract to provide continuing low voltage 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. L-00088** for project named **On-Call Low Voltage Services (FY24-OBTS)**, 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	\$300,000.00	NTE	1	\$300,000.00
		\$			\$
		\$			\$
TOTAL					\$300,000.00

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	08/2020, 3 pages
2	Section 00 61 13, Performance and Payment Bonds	11/2014, 5 pages
3	Contractor's Proposal	7/6/2023, 1 page
4	Section 65 19.29, Final Release Form	07/2023, 1 page
5	Section 65 19.33, Subcontractor Final Release Form	07/2023, 1 page
6	Current Division 0/Division 1/Specification List	03/2022, 1 page

CONTRACT TIME:

- Substantial Completion 365 Calendar Days from Notice to Proceed Date
- Final Completion 30 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

Orlando Business Telephone Systems, Inc.

By: Linda Childress Krymyer
 Linda Childress Krymyer, CFO
 Name & Title

Construction Committee Approval Date: September 12, 2023

Aviation Authority Board Approval Date: September 27, 2023

Notice to Proceed Date: October 1, 2023

Approved as to Form and Legality
 (for the benefit of GOAA only)
 this 27 day of Oct, 2023
 By: Kevin J. Thibault
 NELSON MULLINS BROAD AND
 CASSEL, Legal Counsel
 Greater Orlando Aviation Authority

Greater Orlando Aviation Authority

By: Kevin J. Thibault
 Kevin J. Thibault, P.E.,
 Chief Executive Officer

MerSECTION 00 61 13 - PERFORMANCE/PAYMENT BOND COVER SHEET

**GREATER ORLANDO AVIATION AUTHORITY
 ORLANDO, FLORIDA**

(Public Work)

In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:	FLC69018
PAYMENT BOND NO.:	FLC69018
CONTRACTOR INFORMATION:	Name: Orlando Business Telephone Systems, Inc.
	Address: 5345 L.B. McLeod Road Orlando, FL 32811
	Phone:
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Merchants Bonding Company (Mutual)
	Address: P.O. Box 14498 Des Moines, IA 50306 -3498
	Phone: 515-243-8171
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Blvd. Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$300,000.00
CONTRACT NO. (if applicable):	L-00088
DESCRIPTION OF WORK:	On-Call Low Voltage Services (FY24-OBTS)
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: James J. Drew / Bowen, Miclette & Britt
	Address: 850 Concourse Parkway S, Suite 105 Maitland, FL 32751
	Phone: 407-551-0108