GOAA DATE: 09/27/23

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

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**

Greater Orlando Aviation Authority

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

Approved as to Form and Legality
(for the benefit of GOAA only)

this 27 day of Oct, 2023

By: _____
NELSON MULLINS BROAD AND CASSEL, Legal Counsel
Greater Orlando Aviation Authority

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

SECTION 00 61 13.13 - PERFORMANCE BOND

BOND NO.: FLC69018

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that ORLANDO BUSINESS TELEPHONE SYSTEMS, INC., hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa 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 Owner, in the Penal Sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**, 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 dated 11/1/23, entered into a Contract with Owner for " Bid Package L-00088, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and 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 the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and

2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, 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 shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from 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.

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

to Principal without the Surety's 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 Owner 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.

6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.

7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations 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 increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 1 day of November, 20 23, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Athena Reck

(SEAL)

Derek Lacy, Witness

Megan Boe, Witness

(SEAL)

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By: Linda Childress Frymyer

Linda Childress Frymyer CFO
Name and Title

Merchants Bonding Company (Mutual)
Surety

By:

James J. Drew, Attorney-in-Fact
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

(Countersignature by a Florida Licensed Agent)

James J. Drew, Florida Resident Agent, License # 104893
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO.: FLC69018

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.**, hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa, having its home office in the City of Des Moines 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 Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)** for the payment of which sum well and truly to be 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 dated 11/1/23, entered into a contract with Owner for " Bid Package L-00088, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and 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 shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein**.

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner 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 Owner 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.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations 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 increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

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

Signed, sealed and delivered
In the presence of:

Athena Reek

(SEAL)

Derek Lacy, Witness

Megan Boe, Witness

(SEAL)

(Countersignature by a Florida Licensed Agent)

James J. Drew, Florida Resident Agent, License # 104893
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By: Linda Childress Frymyer

Linda Childress Frymyer, CEO
Name and Title

Merchants Bonding Company (Mutual)
Surety

By:

James J. Drew, Attorney-in-Fact
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David T Miclette; James J Drew; Lenita W Hartnett

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December 2022.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (10/22)

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions/Provisions of Contract, including Contractual Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

A. Project/Work Identification:

1. The General overall description of the Work of the Contract for the:

L-00088, CONTINUING LOW VOLTAGE CONSTRUCTION SERVICES
On-Call Low Voltage Services (FY24 – OBTS)
Orlando International Airport
Orlando, Florida

can be summarized for purposes of administration and payment in the manner of project segments as follows:

2. The Project consists of:

Installing conduit and copper / fiber communications cabling that includes (but not limited to) Category 5E/6/6A, single-mode fiber, multi-mode fiber (very limited MM fiber), coax, and multi-conductor wiring. All cabling is installed terminated and tested as part of OIA's Premise Distribution (PDS) or as directed. Some installation activities are highlighted below.

On-demand testing PDS jacks, patch panels, all components in OIA's PDS installation, replacing / repairing as needed.

Installing intra-building fiber and copper cables. Fiber sizes from 6 to 288 strands, or as directed.

Provide and install all manner of racks, cabinets, ladder rack, typical comm room components,and install OFCI (Owner Furnished Contractor Installed) cabinets and racks when directed.

Perform fiber fusion splicing, installing fiber connectors of all types; ST, SC, LC, etc., install LIUs, and all manner of fiber distribution network components.

Installing Outside Plant (OSP) fiber and copper cables, creating first service entry cross connect fields, provide and install TVSS.

Perform all cable services necessary for a fiber and copper infrastructure, for wired and wireless networks.

Install electric power outlets typically 120vac, but not limited to 120vac. *All installations by licensed and GOAA approved electric contractor.

Install conduit for intra- and inter-building communication cabling. All building communication cables are required to be in metallic (EMT typical) conduit. Install rigid conduit or buried PVC where required.

Perform OSP directional bores, trenching, cable locating, all maner of OSP work.

Provide and install OSP pedestals and terminals for campus distribution.

Creating fiber optic channels spanning End One – End Two locations creating connections needed to for Ethernet based switches and network devices (or any devices requiring such a fiber channel). Fiber channels are required to tested with OTDR and all related documentation completed by Technicians. OTDRs are required for all fiber tests and installations.

NOTE: All communication cabling follows TIA/EIA Commercial Building standards and BICSI standards as referenced in GOAA's Master Design Guidelines.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.

1. Minimize any disruption to all operating areas, including parking areas.

a. Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.

b. Schedule and coordinate outages and interruptions of public service with the OAR. See the specific forms for processes and time constraints. Utilize the following forms:

1) Form #018 System Interruption/Utility Outage Notification.

2) Form #018a System Interruption/Utility Outage Notification Procedured.

3) Form #018b Roofing Impact Notification

4) Form #018c Security System Interruption/Outage Request

2. Provide all temporary directional signage, safety, and barricading required for passenger services.

   a. Submit a plan indicating signage, safety, and barricading for access routes, storage areas and work sites, at the pre-construction meeting.

   b. Directional signing at the access gate and or along the delivery route to the storage area or work site shall be as directed by the OAR.

3. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

4. Access to site shall be shown on the plans or as directed by the OAR. Do not permit any unauthorized construction personnel or traffic on the site. Provide for traffic control to and from the various construction areas. Immediately clean-up any debris deposited along the access road as a result of construction traffic.

   a. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

5. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.

   a. Coordinate with the OAR and allow for the least possible disruption of the facilities normal operations for delivery of materials and removal of demolished and discarded materials.

   b. Delivery of materials and removal of demolished and discarded materials shall be scheduled as follows:

      1) Schedule and coordinate all deliveries and removal of debris with the Owner, or between the hours of 10:00 PM and 6:00 AM each day of the work week.

6. The limits of construction material storage areas, equipment storage areas, and parking areas shall be as indicated in the documents or as directed by the OAR. Erect and maintain suitable fencing, marking and warning devices suitable for both day/night use to delineate the perimeter of all such areas. Refer to specification Section 01 55 30 Requirements for Use of Canal Road.

a. Parking management cards may be used to provide contractor parking in the terminal garages and terminal top parking. These cards will cost $60 per card per month, taxes not included.

B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.4 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts, facilitate occupancy usage, and protect persons and property in the project area during the entire construction period. Perform the Work so as not to interfere with the Owner's operations.

1. All work may be carried out without time restrictions unless otherwise directed by the Owner, or time restrictions due to Airport Operations within work areas (such as Customs, FIS, scheduled flights, other). It is the responsibility of the Contractor to be aware of time restrictions.

2. Unless otherwise directed by the Owner or dictated by specific Airport Operations area restrictions (see above 1.4.A.1), work shall be scheduled between the hours of 7:00 AM until 6:00 PM each day.

3. Access into Comm Rooms and Work Areas; it is the responsibility of the Contractor to coordinate physical access prior to work start into; Technology Rooms / Communication Rooms, Work Areas, and ancillary work areas necessary for tasks to be accomplished.

1.5 LAWS, PERMITS, AND REGULATIONS

A. Comply with all applicable laws, ordinances, regulations, codes, ADA requirements.

B. Obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles.

C. Abide by FAA and Owner's safety and security regulations and procedures relative to access to, and work in, Airport Operations Areas and secured facilities.

D. Comply with Owner's insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: **Members of the Construction Committee**

From: **Peter Pelletier, Vice President, Information Technology**

Date: **September 12, 2023**

Re: **Request for Recommendation of Approval to the Aviation Authority Board of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project L-00088-MCO, On-Call Low Voltage Services (FY24-OBTS) at the Orlando International Airport**

The scope of this project is to provide Low Voltage Cabling Installation, Testing and Repair Services for all Aviation Authority facilities located at the Orlando International Airport on an on-call basis.

The duration of the project is 365 calendar days for Substantial Completion and 30 calendar days for Final Completion with a planned Notice to Proceed (NTP) date of October 1, 2023. Liquidated damages are defined as $0 per calendar day for late Substantial Completion and $0 per calendar day for late Final Completion.

This continuing contractor was selected for this project based on (☒all that apply):

☒ Experience ☒ Available Personnel ☐ Current Workload

☒ Expertise ☒ Equitable Distribution ☐ Other:_____

The MWBE/LDB participation has been reviewed by the Office of Small Business Development. Their findings and recommendation are attached.

Funding is from Operations and Maintenance Funds 301.521.170.5340007.000.000000 subject to Aviation Authority Board adoption of the FY24 Aviation Authority Budget. Funding source verified by Andrea Harper of Construction Finance on ___/___/___ as correct and available.

It is respectfully requested that the Construction Committee Recommend to the Aviation Authority Board, Approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with above-referenced continuing contractor in the direct-negotiated **Not-to-Exceed (NTE)** amount of **$300,000,00** including Performance and Payment Bonds in the amount of $4,320.00.

The invoicing method for this Job Order Contract will be (select ☑ one):
☐ NTE – Unit Price

CC
ITEM IV-D
9/12/2023

☐ NTE – Actual Cost (Time & Material)

Payment Method: Supporting documentation (similar to Force Account work) is required to be attached to each Pay Application, which includes invoicing for labor, material, equipment, and subcontract work.

☐ NTE – On-Call - Unit Prices

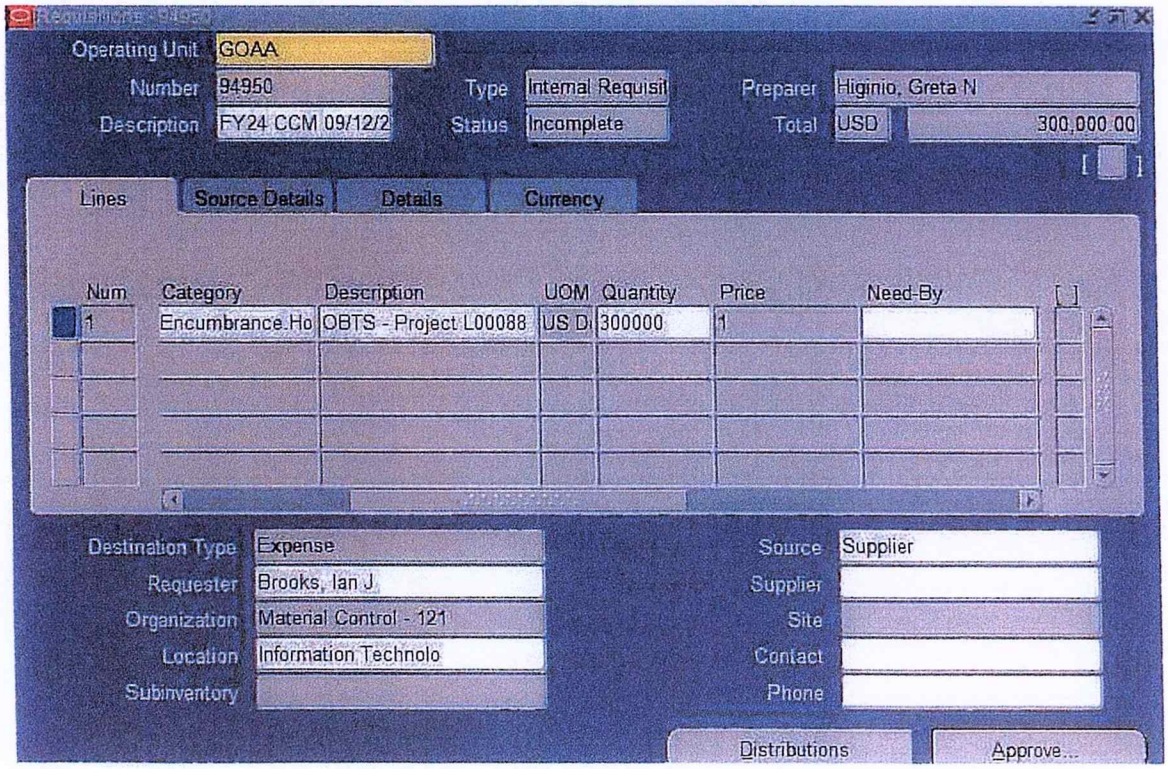
Payment Method: Supporting documentation is required to be attached to each Pay Application, which includes the work ticket/order for the services.

☒ NTE – On-Call - Actual Cost (Time & Material)

Payment Method: Supporting documentation (similar to Force Account work) is required to be attached to each Pay Application, which includes invoicing for labor, material, equipment, and subcontract work, as well as the work ticket/order for the services.

JOB ORDER	
L/S	**$0.00**
ALLOWANCES (NTE)	**$0.00**
NTE	**$300,000.00**
TOTAL	**$300,000.00**
AAC – Compliance Review Date	9/05/2023 ZTG
AAC – Funding Eligibility Review Date	9/05/2023

Req.94950



Orlando Business Telephone Systems, Inc.
5345 L. B. McLeod Road, Orlando, Florida 32811
Tel: 407 996-9000 Fax: 407 996-6123
www.obtssolutions.com

7-6-2023

Greater Orlando Aviation Authority
Orlando International Airport
5850-B Cargo Road
Orlando, FL 32827

Labor Rates for the period of 10-2023 to 9-2024

$63.00 an hr for Lead Tech for Standards Labor Hours

$87.00 an hr for Lead Tech for Overtime Labor Hours

Material Mark Up will be at 15%

Sub-Contractors Mark Up will be at 15%

If you have any questions, or need to contact me directly, you can reach me at 407-996-1104 or via email: linda@obtssolutions.net

Sincerely,

Linda Childress Frymyer, CFO

Linda Childress Frymyer

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Max E. Marble, Chairman, Construction Committee

DATE: September 27, 2023

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc. for Construction Services for Project L-00088, On-Call Low Voltage Services (FY24-OBTS), at the Orlando International Airport

BACKGROUND

On July 17, 2019, the Aviation Authority Board approved Continuing Low Voltage Construction Services Agreements with the following firms, following a competitive award process in compliance with state statutes and Aviation Authority policies:

- Advanced Cable Connection, Inc.
- Archis Inc. dba Archis Technologies *(MWBE/LDB)*
- Certified Network Professionals, Inc.
- Mountchor Technologies, Inc. *(formerly known as Orion Management Services, LLC) (VBE)*
- Orlando Business Telephone Systems, Inc. *(MWBE)*
- Precision Contracting Services, Inc.
- Quality Cable Contractors, Inc. *(MWBE/LDB)*

The agreements are structured as a no-cost base agreement with negotiated hourly rates. Services that are within the advertised scope are negotiated on an as-needed or annual basis, and awarded as addenda to the base agreement. The terms of the agreements shall be for a period of three years with optional renewal periods of two additional one-year terms, to be exercised at the discretion of the Aviation Authority and accepted by both parties. The continuing low voltage construction services will be for projects with a contract amount that does not exceed $4 million, in accordance with Aviation Authority policies.

The scope of work to be performed under these continuing low voltage construction contracts includes, but is not limited to, furnishing all labor, supervision, tools, fiber and copper circuit test equipment and other equipment, parts, materials and all other items necessary or proper for, or incidental to, installing low voltage voice and data wiring, conduit and rack pathways, related electrical power distribution to IT equipment, and any other necessary components for a complete Premise Distribution System (PDS), and Outside Plant (OSP) backbone cabling and pathways system serving complete voice, video and data, wireless and cellular and security cabling subsystems.

ISSUES

L-00088 provides for on-call low voltage cabling installation and repair services for all Aviation Authority facilities located at Orlando International Airport. Orlando Business Telephone Systems, Inc. has

proposed a total amount of $300,000 for construction services for L-00088. Services are scheduled to begin in October 2023 through September 2024.

On September 12, 2023, the Construction Committee recommended approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc. for Construction Services for L-00088, On-Call Low Voltage Services (FY24-OBTS), at the Orlando International Airport, as outlined in the memorandum.

SMALL BUSINESS

Orlando Business Telephone Systems, Inc. is a certified Minority and Women Business Enterprise (MWBE). The Aviation Authority has reviewed the proposal from Orlando Business Telephone Systems, Inc. and determined that, due to the on-call nature of the required services, Orlando Business Telephone Systems, Inc. does not propose any small business participation at this time on this Job Order Services Addendum, The Small Business Department certifies that Orlando Business Telephone Systems, Inc. is in good standing as it relates to its small business participation on those addenda on which small business participation is required in its construction services agreement

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is $300,000. Funding is from Operations and Maintenance Funds (subject to adoption of the Fiscal Year (FY) 2024 Aviation Authority Budget by the Aviation Authority Board under separate item).

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc. for Construction Services for L-00088, On-Call Low Voltage Services (FY24-QCC), at the Orlando International Airport, for the total direct-negotiated amount of $300,000, with funding from Operations and Maintenance Funds; and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Construction Committee

From: Edelis Molina, Sr. Small Business Administrator

Date: September 12, 2023

Re: Request for Recommendation of Approval to the Aviation Authority Board of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project L-00088-MCO, On-Call Low Voltage Services (FY24-OBTS) at the Orlando International Airport

We have reviewed the qualifications of the subject contract's MWBE/LDB/VBE specifications and determined that, due to the on-call nature of the services to be provided, Orlando Business Telephone Systems, Inc. does not propose small business participation on this job order construction services addendum at this time.

Our analysis indicates that Orlando Business Telephone Systems, Inc. is eligible for award of the subject job order construction services addendum.

SECTION 00 65 19.29 - FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, **conditioned upon payment** of the sum of _____ DOLLARS ($_____) (final total Contract amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as "Bid Package L-00088,, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

The undersigned further covenants that all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in or for the Work will be paid in full upon receipt of final payment from Owner.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ___.

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.

By: _____

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

SECTION 00 65 19.33 - SUBCONTRACTOR FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____ _____ DOLLARS ($_____) (final total Contract amount), paid by the Contractor does hereby fully and completely discharge and release the Greater Orlando Aviation Authority from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Project known as "Bid Package L-00088,, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," except for those Claims made in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the Contractor's final Application for Payment.

This Final Release and Waiver is conditioned upon receipt of the final payment from the Contractor in the amount of _____ Dollars ($_____) and is not effective until that payment is received.

The undersigned further covenants that all sub-subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used, directly or indirectly, on or for the Project have been paid in full.

The undersigned shall maintain in full force and effect all guaranties against defective work, and any other special guaranties required by the Subcontract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ___.

_____
SUBCONTRACTOR (print/type name)

By: _____
(signature)

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS FOR JOB ORDERS (Continuing Low Voltage Construction Contracts)

Unless the specific award provides otherwise, the Continuing Electrical Contractor shall perform all work awarded through an addendum in accordance with the following Contract Documents (or latest revision):

SECTION	DESCRIPTION	EDITION
00 72 13	General Conditions of the Contract for Construction	03/2022
00 73 00	Supplementary Conditions of the Contract for Construction	03/2022
00 73 19.13	Hazardous Materials	03/2022
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2022
00 73 93.01	Security and Badging at Airports	03/2022
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values	07/2019
01 31 13	Project Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures	07/2019
01 31 19	Project Meetings	07/2019
01 32 13	Scheduling of Work	07/2019
01 32 33	Photographic Documentation	07/2019
01 33 23	Shop Drawings, Product Data and Samples	07/2019
01 42 00	References	07/2019
01 45 00	Quality Control	07/2019
01 50 00	Temporary Facilities and Controls	07/2019
01 55 31	Requirement for Use of South Canal Road	07/2019
01 60 00	Product Requirements	07/2019
01 71 23	Field Engineering	07/2019
01 73 29	Cutting and Patching	07/2019
01 74 23	Final Cleaning	07/2019
01 78 00	Closeout Submittals	07/2019
Div. 4	Masonry	12/2014
Div. 9	Finishes	03/2016
Div. 10	Specialties	08/2017
Div. 11	Equipment	12/2014
Div. 13	Special Construction	12/2014
Div. 14	Conveying Systems	07/2016
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	10/2018
Div. 27	Communications	06/2019
Div. 28	Electronic Safety and Security	07/2017

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 (F OBTS)
PROJECT LOCATION:		Orlando International Airport, Orl
AGENT INFORMATION:	Name:	James J. Drew / Bowen, Miclette &
	Address:	850 Concourse Parkway S, Suite 105
		Maitland, FL 32751
	Phone:	407-551-0108

SECTION 00 61 13.13 - PERFORMANCE BOND

BOND NO.: FLC69018

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that ORLANDO BUSINESS TELEPHONE SYSTEMS, INC., hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa 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 Owner, in the Penal Sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)**, 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 dated 11/1/23, entered into a Contract with Owner for " Bid Package L-00088, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and 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 the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and

2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, 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 shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from 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.

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

to Principal without the Surety's 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 Owner 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.

6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.

7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations 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 increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

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

Signed, sealed and delivered
In the presence of:

A O'Brien

Athena Reek

(SEAL)

Derek Lacy, Witness

Megan Boe, Witness

(SEAL)

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By: Linda Childress Frymyer

Linda Childress Frymyer, CFO
Name and Title

Merchants Bonding Company (Mutual)
Surety

By:

James J. Drew, Attorney-in-Fact
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

(Countersignature by a Florida Licensed Agent)

James J. Drew, Florida Resident Agent, License # 104893
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO.: FLC69018

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.**, hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa, having its home office in the City of Des Moines 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 Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00)** for the payment of which sum well and truly to be 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 dated 11/1/23, entered into a contract with Owner for " Bid Package L-00088, On-Call Low Voltage Services (FY24-OBTS), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and 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 shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein**.

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner 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 Owner 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.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations 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 increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 1 day of November, 20 23, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Athena Reck

(SEAL)

Derek Lacy, Witness

Megan Boe, Witness

(SEAL)

(Countersignature by a Florida Licensed Agent)

James J. Drew, Florida Resident Agent, License # 104893
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By: Linda Childress Frymyer

Linda Childress Frymyer, CFO
Name and Title

Merchants Bonding Company (Mutual)
Surety

By:

James J. Drew, Attorney-in-Fact
Name and Title

Bowen, Miclette & Britt of Florida, LLC
Agency

850 Concourse Parkway S. Suite 105. Maitland, FL 32751
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David T Miclette; James J Drew; Lenita W Hartnett

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December , 2022 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 ☆ MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 ☆

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Kim Lee
Commission Number 702737
My Commission Expires
April 14, 2024

Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , .

MERCHANTS NATIONAL BONDING, INC. -o- 2003 ☆ MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 ☆

William Warner Jr.
Secretary

POA 0018 (10/22)