

**Greater Orlando Aviation Authority
Addendum No. 5
Job Order Construction Services
(Page 1 of 2)**

DAA DATE 9/16/2020
EM NO. 2-H
DOCUMENTARY # 100890

THIS ADDENDUM, made and entered into this 9th day of October, 2020, 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-00057** for project named **On-Call Low Voltage Services (FY21-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.

PAYMENT & PERFORMANCE BONDS: Required Waived

WORK INCLUDES: Construction Only Design and Construction

SCHEDULE OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 01 11 00, Summary of the Work	08/2020, 5 pages
2	Section 00 61 13, Performance and Payment Bonds	11/14, 5 pages
3	Contractor's Proposal	8/5/2020, 3 pages
4	Current Division 0/Division 1/Specification List	7/1/19, 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 C. Frymyer

Linda C. Frymyer, CFO
 Name & Title

Construction Committee Approval Date: September 1, 2020

Aviation Authority Board Approval Date: September 16, 2020

Notice to Proceed Date: October 1, 2020

Greater Orlando Aviation Authority

By: Phillip N. Brown
 Phillip N. Brown, A.A.E.,
 Chief Executive Officer

Approved as to Form and Legality
 (for the benefit of GOAA only)
 this 5 day of Oct., 2020
 By: Kelvin
 NELSON MULLINS BROAD AND CASSEL
 Legal Counsel
 Greater Orlando Aviation Authority

SECTION 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.:	FLC84651
PAYMENT BOND NO.:	FLC84651
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-00057
DESCRIPTION OF WORK:	On-Call Low Voltage Services (FY21-OBTS)
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: James J. Drew / Bowen, Mickette & Britt Address: 1020 N. Orlando Ave, #200 Maitland, FL 32751 Phone: 407-551-0108

SECTION 00 61 13.16 - PAYMENT BOND FORM

BOND NO.: FLC84651

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 10-9-2020, entered into a contract with Owner for " Bid Package L-00057, On-Call Low Voltage Services (FY21-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 5th day of October, 2020, 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:

Jessica Bailey

Christina Carvalho
Christina Carvalho
(SEAL)

Skip Disbrow, Witness

Derek Lacy, Witness
(SEAL)

(Countersignature by a Florida Licensed Agent)

James J. Drew, Florida Resident Agent, License #: W104893
Name and Title
Bowen, Miclette & Britt of Florida, LLC
Agency
1020 N. Orlando Ave, #200, Maitland, FL 32751
Address

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By:
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
1020 N. Orlando Ave, #200, 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 13.13 - PERFORMANCE BOND

BOND NO.: FLC84651

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 10-9-2020, entered into a Contract with Owner for " Bid Package L-00057, On-Call Low Voltage Services (FY21-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 5th day of October, 2020, 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:

[Signature]
 Jessica Barley
[Signature]
 Christina Carvalho
 Christina Carvalho
 (SEAL)

[Signature]
 Skip Disbrow, Witness
[Signature]
 Derek Lacy, Witness
 (SEAL)

[Signature]
 (Countersignature by a Florida Licensed Agent)
 James J. Drew, Florida Resident Agent, License #: W104893
 Name and Title
 Bowen, Miclette & Britt of Florida, LLC
 Agency
 1020 N. Orlando Ave, #200, Maitland, FL 32751
 Address

ORLANDO BUSINESS TELEPHONE SYSTEMS, INC.
Principal

By: [Signature]
 Linda Childress Fymyeg
 Linda Childress Fymyeg, CFO
 Name and Title

Merchants Bonding Company (Mutual)
Surety

By: [Signature]
 James J. Drew, Attorney-in-Fact
 Name and Title
 Bowen, Miclette & Britt of Florida, LLC
 Agency
 1020 N. Orlando Ave, #200, 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 (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David T Milette; Heather Noles; 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 authority 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 11th day of February, 2020.



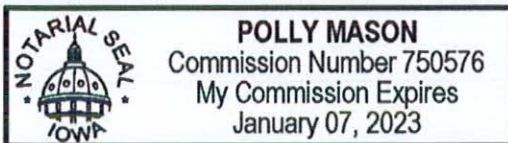
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, 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.



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

Polly Mason
Notary Public

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 5th day of October, 2020.



William Warner Jr.
Secretary



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

Memorandum

To: Members of the Construction Committee

From: Peter Pelletier, Director, Information Technology *(Prepared for by Ian Brooks)*

Date: September 1, 2020

Re: Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project L-00057-MCO, On-Call Low Voltage Services (FY21-OBTS) at the Orlando International Airport

The scope of this project is to provide low voltage cabling installation and repair services for all Authority facilities located at 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, 2020. 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):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Experience | <input checked="" type="checkbox"/> Available Personnel | <input type="checkbox"/> Current Workload |
| <input checked="" type="checkbox"/> Expertise | <input checked="" type="checkbox"/> Equitable Distribution | <input type="checkbox"/> 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 & Maintenance funds 301.521.170.5340007.000.000000 subject to Aviation Authority Board adoption of the FY21 Aviation Authority Budget. Funding source verified by Andrea Harper of Construction Finance on 8/26/20 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 \$4,680.00.

The invoicing method for this Job Order Contract will be (select one):

- NTE – Unit Price
- NTE – Actual Cost (Time & Material)

Req 87298

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	
ALLOWANCES (NTE)	
NTE	\$300,000.00
TOTAL	\$300,000.00
RWBC	ZTA

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-00057, CONTINUING LOW VOLTAGE CONSTRUCTION SERVICES
On-Call Low Voltage Services (FY21 – Orlando Business Telephone
Systems, Inc.)
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 manner 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 be 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



August 5, 2020

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

Labor Rates for the period of 10-2020 to 9-2021

\$60.00 an hr for Lead Technicians for Standard Labor Hours

\$84.00 an hr for Lead Technicians for Overtime Labor Hours

Material mark up will be 15%

Sub-Contractors mark up will be 15%

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

Thanks for your continued business.

Sincerely,

Linda Childress Frymyer, CFO
Orlando Business Telephone Systems Inc.

A handwritten signature in blue ink that reads "Linda Childress Frymyer". The signature is written in a cursive style with a horizontal line drawn across the middle of the name.

Orlando Business Telephone

LABOR	Hourly Rate		
Apprentice Electrician			
Cable Installer			
Electrician			
Foreman			
Helper - Laborer			
Journeyman Electrician			
Lead Technician	\$60.00		
Maintenance			
Master Electrician			
Project Manager			
Telecom Technician			
Other: Overtime for Lead Technician	\$84.00		
Other:			
Other:			
Other:			
	RATE		
	%		
Materials Mark-up	15%		
	RATE		
	%		
Subcontractor Mark-up	15%		

Submitted by:

Linda Childress Frymyer

Print

Linda C. Frymyer

Sign

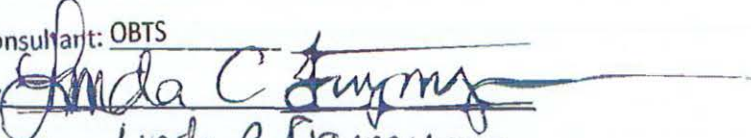
8/5/2020

Date

TRUTH IN NEGOTIATION CERTIFICATION

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Greater Orlando Aviation Authority determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Greater Orlando Aviation Authority, whichever is later.

Consultant: OBTS
By: 
Print Name: Linda C. Frymyer
Date: 8-5-2020

**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):

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EDITION</u>
00 72 13	General Conditions of the Contract for Construction	05/2018
00 73 00	Supplementary Conditions of the Contract for Construction	01/2018
00 73 19.13	Hazardous Materials	03/2019
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2019
00 73 93.01	Security and Badging at Airports	03/2019
01 21 00	Allowances	11/2014
01 23 00	Alternates	03/2019
01 25 00	Substitution Procedures	03/2019
01 29 73	Schedule of Values	03/2019
01 31 13	Project Coordination	03/2019
01 31 14.13	System Interruptions - UON Procedures	03/2019
01 31 19	Project Meetings	03/2019
01 32 13	Scheduling of Work	03/2019
01 32 33	Photographic Documentation	03/2019
01 33 23	Shop Drawings, Product Data and Samples	03/2019
01 42 00	References	03/2019
01 45 00	Quality Control	03/2019
01 50 00	Temporary Facilities and Controls	03/2019
01 55 31	Requirement for Use of South Canal Road	03/2019
01 60 00	Product Requirements	03/2019
01 71 23	Field Engineering	03/2019
01 73 29	Cutting and Patching	03/2019
01 74 23	Final Cleaning	03/2019
01 78 00	Closeout Submittals	03/2019
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	12/2014
Div. 21	Fire Suppression	12/2015
Div. 22	Plumbing	06/2019
Div. 23	Heating, Ventilating and Air Conditioning (HVAC)	04/2017
Div. 26	Electrical	12/2015
Div. 27	Communications	06/2019
Div. 28	Electronic Safety and Security	07/2017



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
5850-B Cargo Road
Orlando, Florida 32827-4399

MEMORANDUM

To: Members of the Construction Committee

From: Somdat Jiawan, Manager, Small Business Programs (sj)

Date: September 01, 2020

Re: Request for Recommendation of Approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project L-00057-MCO, On-Call Low Voltage Services (FY21-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 any small business participation at this time on this Job Order Construction Services Addendum.

Our analysis indicates that Orlando Business Telephone Systems, Inc. is eligible for award of the subject Job Order Construction Services Addendum.

REQUEST FOR RECOMMENDATION OF APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING LOW VOLTAGE CONSTRUCTION SERVICES AGREEMENT WITH ORLANDO BUSINESS TELEPHONE SYSTEMS, INC., FOR L-00057, ON-CALL LOW VOLTAGE SERVICES (FY 2021-OBTS), AT THE ORLANDO INTERNATIONAL AIRPORT.

12. [Agenda Item No. 8] Mr. Brooks presented the memorandum, dated September 1, 2020, along with a proposal from Orlando Business Telephone Systems, Inc., dated August 5, 2020, for Project L- 00057-MCO, On-Call Low Voltage Services (FY21-OBTS), at the Orlando International Airport. The scope of this project is to provide low voltage cabling installation and repair services for all Authority facilities located at 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, 2020. Liquidated damages are defined as \$0 per calendar day for late Substantial Completion and \$0 per calendar day for late Final Completion.

The Office of Small Business Development has 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 any small business participation at this time on this Job Order Construction Services Addendum.

Upon motion of Mr. Hunt, second by Ms. Schneider, vote carried by roll-call with all votes yea, to recommend to the Aviation Authority Board approval of a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project L-00057-MCO, On-Call Low Voltage Services (FY21-OBTS), for a total direct-negotiated amount of \$300,000.00, with funding from Operations and Maintenance Funds (subject to adoption of the FY 2021 Aviation Authority Budget by the Aviation Authority Board).

REQUEST FOR APPROVAL OF A JOB ORDER CONSTRUCTION SERVICES ADDENDUM TO THE CONTINUING LOW VOLTAGE CONSTRUCTION SERVICES AGREEMENT WITH ORLANDO BUSINESS TELEPHONE SYSTEMS, INC., FOR L-S0006, ON-CALL LOW VOLTAGE SERVICES (FY 2021-OBTS) FOR THE SAP/ITF, AT THE ORLANDO INTERNATIONAL AIRPORT.

13. [Agenda Item No. 9] Mr. Brooks presented the memorandum, dated September 1, 2020, along with a proposal from Orlando Business Telephone Systems, Inc., dated August 5, 2020, for Project LS0006- MCO, On-Call Low Voltage Services (FY21-OBTS), at the Orlando International Airport. The scope of this project is to provide low voltage cabling installation and repair services for the South Airport Automated People Mover (ARM) and Intermodal Terminal Facility (ITF) Complex 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, 2020. Liquidated damages are defined as \$0 per calendar day for late Substantial Completion and \$0 per calendar day for late Final Completion.

The Office of Small Business Development 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 any small business participation at this time on this Job Order Construction Services Addendum.

Upon motion of Ms. Schneider, second by Ms. Sharman, vote carried by roll-call with all votes yea, to approve a Job Order Construction Services Addendum to the Continuing Low Voltage Construction Services Agreement with Orlando Business Telephone Systems, Inc., Project LS0006- MCO, On-Call Low Voltage Services (FY21-OBTS) for the SAP/ITF, for the total direct-negotiated amount of \$25,000.00, waive the requirement of Performance and Payment Bonds, with funding from Operations and Maintenance Funds



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority
FROM: David M. Patterson, Chairman, Construction Committee
DATE: September 16, 2020

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-00057, On-Call Low Voltage Services (FY21-OBTS), at the Orlando International Airport

BACKGROUND

Project L-00057 provides for on-call low voltage cabling installation and repair services for all Aviation Authority facilities located at Orlando International Airport.

Construction is scheduled to start in October 2020 and complete in September 2021.

ISSUES

Orlando Business Telephone Systems, Inc. has proposed a direct-negotiated not-to-exceed amount of \$300,000 for construction services for Project L-00057.

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 MWBE/LDB participation at this time on this Job Order Services Addendum.

On September 1, 2020, 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 Project L-00057, On-Call Low Voltage Services (FY21-OBTS), at the Orlando International Airport, as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact is \$300,000. Funding is from Operation and Maintenance Funds (subject to adoption of the Fiscal Year (FY) 2021 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 Project L-00057, On-Call Low Voltage Services (FY21-OBTS), at the Orlando International Airport, for the total not-to-exceed amount of \$300,000, with funding from Operation 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.