

**AMENDMENT NO. 2**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**DK DESIGN DANKEN INC.**  
**TO**  
**PURCHASING CONTRACT 02-19**

**THIS AMENDMENT NO. 2** made and entered into as of the 14th day of January, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **DK DESIGN DANKEN INC.** (formerly known as D&K Design LLC.), (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated **February 1, 2019** and as amended by Amendment No. 1 dated November 22, 2021, Contractor agrees to provide Holiday Decoration Services at Orlando International Airport (OIA), and Orlando Executive Airport, (OEA) Orlando, Florida; and

**WHEREAS**, the Contract provides the Aviation Authority with options to renew the term of the Contract for two (2) additional periods of one (1) year each; and

**WHEREAS**, the Aviation Authority desires to exercise its second option to renew the term of the Contract for an additional period of one (1) year.

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

- 1. Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as **of February 1, 2023 and expiring January 31, 2024.**
- 2. Compensation.** The Aviation Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on **Attachment "A-2". Second Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Contract or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a

suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

**4. Public Entity Crimes Act.** The Contractor acknowledges the following notice: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

**5. Whistle Blower Reporting Line.** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

**6. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

**"AVIATION AUTHORITY"**

ATTEST:  
AUTHORITY

**GREATER ORLANDO AVIATION**

\_\_\_\_\_  
Assistant Secretary

  
Kevin Thibault  
Chief Executive Officer  
Jan 14 2023 6:16 PM  
DocuSign

By: \_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

[Official Seal]

**"CONTRACTOR"**

ATTEST:

**DK DESIGN DANKEN INC.,**

\_\_\_\_\_  
Secretary

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

Its: \_\_\_\_\_

Ken Van Gemerden

Print or Type Name and Title

Date: 11/30/22



[Corporate Seal]

Approved as to Form and Legality  
this 19 day of December, 20 22

Nelson Mullins Riley & Scarborough, LLP

By Joe Macher  
Greater Orlando Aviation Authority

**Attachment "A-2", Second Renewal Option Pricing**

**PERIOD OF 2/1/2023 THRU 1/31/2024**

DISPLAY ITEM		UNIT PRICE	ESTIMATED QTY	EXTENSION
<b>PART A. REPAIR/REFURBISHMENT/REFRESH HOLIDAY DECORATIONS</b>				
1	9 ½" Lighted/Decorated Tree	\$ 480.00	1	\$ 480.00
2	40" Tall Holiday Ring Tree with Platform and fence	\$ 7,200.00	1	\$ 7,200.00
3	25" Tall Holiday Ring Trees with Platform and Garland Stanchions	\$ 1,900.00	6	\$ 11,400.00
4	Arches	\$ 420.00	8	\$ 3,360.00
5	60" Decorated Wreath	\$ 48.00	45	\$ 2,160.00
6	48" Lighted Wreaths	\$ 48.00	50	\$ 2,400.00
7	36" Wreaths	\$ 48.00	60	\$ 2,880.00
8	<b>ESCALATOR DISPLAYS-</b> Sleigh Display: Sleigh, Gifts, Lamp Post and 5' Holiday Tree	\$ 240.00	1	\$240.00
9	<b>ESCALATOR DISPLAYS-</b> Menorah Display: Menorah, Table with Artificial Food and Gifts	\$ 240.00	1	\$240.00
10	<b>ESCALATOR DISPLAYS-</b> Kwanzaa Display: Table with Artificial Food and Kwanzaa Candle Holders, Bamboo Backdrop Screen, Small Animal Figurines and Platform	\$ 240.00	1	\$ 240.00
11	<b>ESCALATOR DISPLAYS-</b> Reindeer Display: 2 Reindeer with Lights, Snow and Small Holiday Tree in a Drum	\$ 240.00	1	\$ 240.00
12	<b>ESCALATOR DISPLAYS-</b> 4' Lighted/Decorated Wall Trees	\$ 44.00	120	\$ 5,280.00
13	<b>ESCALATOR DISPLAYS-</b> Lighted/ Decorated Trees – Various Sizes	\$ 96.00	11	\$ 1,056.00

**Attachment "A-2", Second Renewal Option Pricing**

**PERIOD OF 2/1/2023 THRU 1/31/2024**

DISPLAY ITEM		UNIT PRICE	ESTIMATED QTY	EXTENSION
<b>PART B. SET-UP AND TAKE DOWN ACTIVITIES</b>				
14	9 ½' Lighted/Decorated Tree at Executive Office; 3rd Level	\$ 650.00	1	\$ 650.00
15	40' Holiday Ring Tree with Platform and fence at Hyatt Atrium	\$ 7,000.00	1	\$ 7,000.00
16	<b>25' Holiday Tree with Platform and Garland Stanchions :</b> Airsides 1, 2, 3, 4 Hub, and South APM Terminal	\$ 3,000.00	4	\$ 12,000.00
17	<b>ARCHES</b> -"A" Great Hall, Main Terminal	\$ 650.00	4	\$ 2,600.00
18	<b>ARCHES</b> -"B" Great Hall, Main Terminal	\$ 650.00	4	\$ 2,600.00
19	<b>60" Decorated Wreaths</b> - As directed by AAR	\$ 250.00	45	\$ 11,250.00
20	<b>48" Lighted Wreaths</b> -"A" Level 2 Baggage	\$ 56.00	25	\$ 1,400.00
21	<b>48" Lighted Wreaths</b> - "B" Level 2 Baggage	\$ 56.00	20	\$ 1,120.00
22	<b>36" Wreaths-</b> "A" Level 1- Rent-A-Car Lobby	\$ 50.00	30	\$ 1,500.00
23	<b>36" Wreaths-</b> "B" Level 1 – Rent-A-Car Lobby	\$ 50.00	30	\$ 1,500.00
24	<b>ESCALATOR DISPLAYS: SLEIGH, KWANZAA, MENORAH, AND REINDEER:</b> Sleigh: "B" Level 3; Atrium Escalator	\$ 750.00	1	\$ 750.00
25	<b>ESCALATOR DISPLAYS: SLEIGH, KWANZAA, MENORAH, AND REINDEER:</b> Kwanzaa: "A" Level 3; Atrium Escalator	\$ 750.00	1	\$ 750.00
26	<b>ESCALATOR DISPLAYS: SLEIGH, KWANZAA, MENORAH, AND REINDEER:</b> Menorah: "A" Level 3; Great Hall Escalator	\$ 750.00	1	\$ 750.00
27	<b>ESCALATOR DISPLAYS: SLEIGH, KWANZAA, MENORAH, AND REINDEER:</b> Reindeer: "B" Level 3; Great Hall Escalator	\$ 750.00	1	\$ 750.00
28	<b>4' Lighted/Decorated Wall Trees</b> Terminal and Satellite Offices as directed by the AAR	\$ 45.00	70	\$ 3,150.00

**Attachment "A-2", Second Renewal Option Pricing**

**PERIOD OF 2/1/2023 THRU 1/31/2024**

<b>DISPLAY ITEM</b>		<b>UNIT PRICE</b>	<b>ESTIMATED QTY</b>	<b>EXTENSION</b>
<b>PART C. ADDITIONAL AND EMERGENCY WORK</b>				
29	Centerpieces for Authority Functions – if needed	\$ 12.50	49	\$ 612.50
30	Skilled Labor	\$ 65.00	500	\$ 32,500.00
31	Unskilled Labor	\$ 35.00	500	\$ 17,500.00
<b>PART D. EQUIPMENT RENTAL</b>				
32	Bucket Lift Rental (not to exceed)	\$ 1,750.00	2	\$ 3,500.00
33	Scissor Lift Rental (not to exceed)	\$ 700.00	2	\$ 1,400.00
34	Fork Lift Rental (not to exceed)	\$ 1,050.00	2	\$ 2,100.00
<b>HOLIDAY DÉCOR RENTAL</b>				
35	Estimated Cost for Holiday Décor Rental	\$ 75,000.00	1	\$ 75,000.00
36	Contractor's Mark-Up % over its cost for Holiday Décor Rental	30%	75000	\$ 22,500.00
37	Installation/Take Down of Holiday Décor Rentals - Supervisor	\$ 65.00	68	\$ 4,420.00
38	Installation/Take Down of Holiday Décor Rentals - Installers	\$ 35.00	250	\$ 8,750.00
<b>TOTAL SECOND RENEWAL OPTION - PERIOD OF 2/1/2023 THRU 1/31/2024</b>				<b>\$ 253,228.50</b>