

**AMENDMENT NO. 3**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
COMMERCIAL LIGHTING ELECTRICAL, INC.**

**TO**

**PURCHASING CONTRACT 09-18**

THIS AMENDMENT NO. 3 made and entered into as of the 9<sup>th</sup> day of December, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** with offices located at One Jeff Fuqua Blvd., Orlando, FL 32827 (hereinafter referred to as "Authority") and **COMMERCIAL LIGHTING & ELECTRICAL, INC.** (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated June 1, 2018, and as amended by Amendment No. 1 dated October 26, 2020 and as amended by Amendment No. 2 dated August 18, 2021, the Contractor agreed to provide Neon/Cold Cathode, Theater, L.E.D. Lighting, and Controls Repair or Replacement Services at Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Contract provides Authority with thirty-six (36) months initial service and with the Authority having two (2) options to renew the term of the Contract for periods of one (1) year; and

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

**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 the 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 June 1, 2022 and expiring May 31, 2023.
- 2. Compensation.** Authority shall pay to the Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-3", Second Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Suit/Proceedings.** The Assignee 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 Assignee waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Assignee 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 Assignee 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. 3, 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. 3 to be duly executed as of the date and year first above written.

**"AUTHORITY"**

**GREATER ORLANDO AVIATION AUTHORITY**

Phillip N Brown  
Chief Executive Officer  
Dec 8 2021 12:42 PM

By: Phillip N. Brown  
Chief Executive Officer

Print Name: \_\_\_\_\_

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

ATTEST:

[Signature]  
Assistant Secretary

[Official Seal]

**"CONTRACTOR"**

**COMMERCIAL LIGHTING & ELECTRICAL, INC.**

By: [Signature]

Print Name: Nagy Elsrougy

Title: President

Date: 11/18/2021

ATTEST:

Mohamed Elsrougy  
Secretary

[CORPORATE SEAL]

Approved as to Form and Legality  
this 1 day of December 2021  
Nelson Mullins Riley & Scarborough, LLP  
By: [Signature]  
Greater Orlando Aviation Authority

**ATTACHMENT "A-1"**

**09-18, NEON/COLD CATHODE, THEATRE, L.E.D. LIGHTING, AND CONTROLS REPAIR/REPLACEMENT**

**SECOND RENEWAL OPTION**

**PERIOD OF JUNE 1, 2022 THROUGH MAY 31, 2023**

<b>DESCRIPTION</b>	<b>HOURLY RATE</b>	<b>(X)</b>	<b>ESTIMATED NUMBER OF HOURS</b>	<b>(=)</b>	<b>EXTENSION</b>
Standard Hours	\$ 70.00	X	250	=	\$ 17,500.00
Non-Standard Hours	\$ 80.00	X	100	=	\$ 8,000.00
<b>DESCRIPTION</b>					
<b>DESCRIPTION</b>	<b>MARK-UP</b>	<b>(X)</b>	<b>ESTIMATED ANNUAL VALUE</b>	<b>(=)</b>	<b>EXTENSION</b>
Estimated Cost for Components, Parts, Equipment Rental, and Factory Repairs			10,000	=	\$ 10,000.00
Contractor Mark-up for Components, Parts, Equipment Rental, Subcontractors, and Factory Repairs	20%	x	10,000	=	\$ 2,000.00
<b>ESTIMATED TOTAL SECOND RENEWAL OPTION</b>					<b>\$ 37,500.00</b>