

1/21/2021
3-H
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AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
ARBON EQUIPMENT CORPORATION

TO

PURCHASING CONTRACT 14-17

THIS AMENDMENT NO. 2 made and entered into as of the 20 day of OCTOBER, 2021, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and ARBON EQUIPMENT CORPORATION (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated July 26, 2017, as amended by Amendment No. 1 dated June 4, 2020 Contractor agreed to provide Smoke/Fire and Overhead Door Maintenance and Repair at the Orlando International Airport; and

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

WHEREAS, the Authority desires and the Contractor agrees to renew the term of the Contract for an additional period of one (1) year.

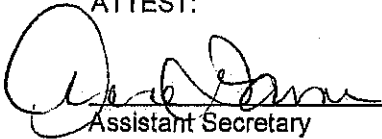
NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

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 August 15, 2021 and expiring August 14, 2022.
2. **Compensation.** The Authority shall pay to the Contractor during the second 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 Prices. 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

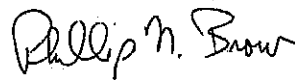
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:


Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: 
Philip N. Brown
Chief Executive Officer
Oct 20 2021 5:06 PM
DocuSign
Chief Executive Officer

[Official Seal]

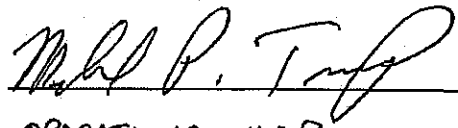
"CONTRACTOR"

ATTEST:

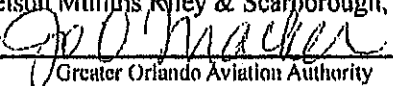
Secretary

[CORPORATE SEAL]

ARBON EQUIPMENT CORPORATION

By: 
Its: OPERATIONS MGR.

MICHAEL P. TRUMP
Print or Type Name and Title

Approved as to Form and Legality
this 5 day of October, 20 21
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-2"
SECOND RENEWAL OPTION PRICES

Item	Description	Unit Price/ Hourly Labor Rate	X	Estimated Quantity/ Hour*	Unit	Extension
1	Annual Scheduled Inspection & Maintenance and Annual Testing & Certification of Smoke/Fire Doors (Appendix "A")	\$200.00	X	148	Door	\$29,600.00
2	Semi Annual Scheduled Inspection & Maintenance Of Overhead Rolling Steel and Sectional Doors (201 Doors) (Appendix "B")	\$54.00	X	402	Door	\$21,708.00
3	Repair Hourly Labor Rate for Smoke/Fire Doors - Standard Work Hours (as described in Section 1.3.1 of the Specifications)	\$142.60	X	100	Hour	\$14,260.00
4	Repair Hourly Labor Rate for Overhead Rolling Steel and Sectional Doors - Standard Work Hours (as described in Section 1.3.1 of the Specifications)	\$142.60	X	100	Hour	\$14,260.00
5	Repair Hourly Labor Rate for Smoke/Fire Doors - Non-Standard Work Hours (as described in Section 1.3.3 of the Specifications)	\$213.90	X	24	Hour	\$5,133.60
6	Repair Hourly Labor Rate for Overhead Rolling Steel and Sectional Doors - Non-Standard Work Hours (as described in Section 1.3.3 of the Specifications)	\$213.90	X	24	Hour	\$5,133.60
7	Parts and Materials					\$75,000.00
8	Contractor's Mark-Up% over its cost for Parts and Materials(ie: 1% should be entered as .01)	<u> .10 </u> (% expressed in decimals)	X	75,000.00		\$7,500.00
9	New Item - Airside 4, SAPM & SAPM CEP Building	\$700.00	X	1		\$700
Amendment No. 2 Estimated Not To Exceed Amount:					\$	<u>173,295.20</u>