

AMENDMENT NO. 2
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
BOTTLED OCEAN, INC.
TO
PURCHASING CONTRACT 15-20

THIS AMENDMENT NO. 2 made and entered into as of Mar 15, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BOTTLED OCEAN, INC.**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 1, 2020, and Amendment No. 1 dated April 1, 2023, Contractor agreed to provide Aquarium Maintenance Services at Orlando International Airport; 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 April 1, 2024 and expiring March 31, 2025.
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. Fees Associated with Identification Badges and Keys. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance. The Aviation Authority shall determine the term of each badge at the time of issuance.

Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.

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.

ATTACHMENT "A-2"
SECOND RENEWAL OPTION PRICING
PURCHASING CONTRACT 15-20 AQUARIUM MAINTENANCE SERVICES

Year 5
Term: 4/1/2024 – 3/31/2025

ITEM	DESCRIPTION	UOM	A2 ESTIMATED QTY	A1 UNIT PRICE	A2 UNIT PRICE (CPI 3.2% INCREASE)	A2 EXTENDED PRICE
1	Aquarium Maintenance	Month	12	\$5,643.75	\$5,824.35	\$69,892.20
2	Live Fish, Materials, (salt) and Components	Each	30,000	\$20,000	\$30,000	\$30,000.00
3	Contractor's Mark-Up %			20%	20%	\$6,000.00
4	Additional Work	Hour	50	\$84.00	\$86.69	\$4,334.40
A-2 ESTIMATED AMOUNT:						\$110,226.60