

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

BOTTLE OCEAN, INC.

TO

PURCHASING CONTRACT 15-20

THIS AMENDMENT NO. 1 made and entered into as of the 1st day of April, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BOTTLE OCEAN, INC.**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 1, 2020, Contractor agrees to provide Aquarium Maintenance Services at Orlando International Airport (OIA); 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 first 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, 2023 and expiring March 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-1" First 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 Aviation 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 Aviation 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 the Aviation 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, or through the online reporting form at 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. 1, 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. 1 to be duly executed as of the date and year first above written.

"AVIATION AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

"CONTRACTOR"
BOTTLE OCEAN, INC.

ATTEST:

Tracy Lund

Secretary

By: *Gregory T. Lund*

Its: *PRESIDENT / CEO*

GREGORY T. LUND.

Print or Type Name and Title

Date: _____

[Corporate Seal]

Approved as to Form and Legality
this 24 day of January, 2023
Nelson Mullins Riley & Scarborough, LLP
By *Joel Macher*

Greater Orlando Aviation Authority

ATTACHMENT "A-1"
FIRST RENEWAL OPTION PRICING
PURCHASING CONTRACT 15-20

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE
1	Aquarium Maintenance	Month	12	\$5,643.75	\$67,725.00
2	Live Fish, Materials and Components*	Dollar	\$20,000		\$20,000.00
3	Contractor's Mark Up %	Percentage		20%	\$4,000.00
4	Additional Work	Hour	50	\$84.00	\$4,200.00
GRAND TOTAL					\$95,925.00

*The quantities are estimated only. Although the Aviation Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Aviation Authority has no obligation to request any number of quantities per year. This Amendment will only obligate the Aviation Authority only to pay the Monthly Unit Prices provided in this Amendment that was actually requested by the Aviation Authority and satisfactorily provided by the Contractor.