

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY  
AND  
RUNWAY RUBBER REMOVAL AND RAMP SCRUBBING SERVICES  
TO

PURCHASING CONTRACT 04-19

THIS AMENDMENT NO. 1 made and entered into as of the 14 day of March, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and DANTON HYDROBLASTING, LLC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 17, 2019, Contractor agreed to provide Runway Rubber Removal and Ramp Scrubbing Services for 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;

WHEREAS, Authority desires to exercise its first 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 February 17, 2022 and expiring February 16, 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-1", First Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Contractor's Performance Bond or Letter of Credit.** Prior to the execution of this Amendment No. 2, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **One Hundred Fifty Thousand Dollars (\$150,000.00)**.
4. **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.

5. **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."

6. **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.

7. **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.

**"AUTHORITY"**

**GREATER ORLANDO AVIATION AUTHORITY**

ATTEST:

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

By:

  
\_\_\_\_\_  
Thomas W. Draper  
Acting Chief Executive Officer

[Official Seal]


**"CONTRACTOR"**

**DANTON HYDROBLASTING, LLC.**

ATTEST:

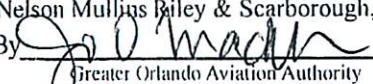
  
\_\_\_\_\_  
Secretary

By:

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

[CORPORATE SEAL]

Thomas Underwood, President  
\_\_\_\_\_  
Print or Type Name and Title

Approved as to Form and Legality  
this 8<sup>th</sup> day of MAY, 2022  
Nelson Mullins Riley & Scarborough, LLP  
By:   
\_\_\_\_\_  
Greater Orlando Aviation Authority

<b>ATTACHMENT A-1</b>					
<b>04-19 RUNWAY RUBBER REMOVAL AND RAMP SCRUBBING SERVICES</b>					
<b>FIRST RENEWAL OPTION</b>					
<b>PERIOD OF FEBRUARY 17, 2022 THRU FEBRUARY 16, 2023</b>					
	<b>NUMBER OF GATES</b>	<b>PRICE PER SQFT</b>	<b>ESTIMATED SQFT</b>	<b>ESTIMATED NUMBER OF HOURS</b>	<b>TOTAL</b>
Rubber Removal		\$ 0.09	1000000	6	\$540,000.00
Ramp Scrubbing AS1	25	\$ 0.09	10850	2	\$48,825.00
Ramp Scrubbing AS2	22	\$ 0.09	15000	2	\$59,400.00
Ramp Scrubbing AS3	24	\$ 0.09	9350	2	\$40,392.00
Ramp Scrubbing AS4	37	\$ 0.09	11100	2	\$73,926.00
Additional Services – Standard Hourly Rate			375	10	\$3,750.00
<b>ESTIMATED TOTAL FIRST RENEWAL OPTION</b>					<b>\$766,293.00</b>

**PERFORMANCE BOND FORM**

**GREATER ORLANDO AVIATION AUTHORITY**

**KNOW ALL MEN BY THESE PRESENTS** that Danton Hydroblasting, LLC, hereinafter called Principal, and Atlantic Specialty Insurance Company, a corporation organized under the laws of the State of New York and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of **One Hundred Fifty Thousand Dollars (\$150,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Principal has by written agreement entered into a Contract with Authority for Purchasing (Bid/Proposal) 04-19, Runway Rubber Removal and Ramp Scrubbing Services, at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

**WHEREAS**, Surety is authorized to do business in the State of Florida.

**NOW, THEREFORE**, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 1st day of February, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

Danton Hydroblasting, LLC  
Principal (Name of Contractor)  
By: [Signature]  
(Signature)

[Signature]  
Witness

Its: President  
(Title)

(Seal)

[Signature]  
Witness Elizabeth Sterling  
[Signature]  
Witness Amanda Allie

Atlantic Specialty Insurance Company  
Name of Surety  
By: [Signature]  
Megan K. Douaire (Signature) FL License #: W717636  
Its: Attorney-in-Fact  
(Title)

Address: 605 Highway 169 North, Suite 800

Plymouth, MN 55441

Telephone No.: (952) 852-2431

Fax No.: (866) 213-2802

E-Mail Address: surety@intactinsurance.com

N/A  
(Countersignature by Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**IMPORTANT:** Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

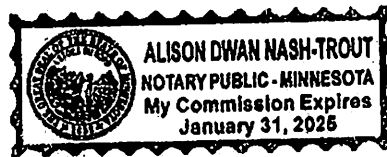
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of February, 2020



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025