

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
HI-LITE AIRFIELD SERVICES, LLC**

TO

PURCHASING CONTRACT 05-18

THIS AMENDMENT NO. 1 made and entered into as of the 9 day of JUNE, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **HI-LITE AIRFIELD SERVICES, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated June 1, 2018, Contractor agreed to provide Airport Runway and Taxiway Painting Services for the Authority at Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires and Contractor agrees to exercise its first option to renew the term of the Contract for an additional period of one 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 June 1, 2021, and expiring May 31, 2022.
- 2. Compensation.** Authority shall pay to the Contractor during the first renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "A-1", First Renewal Option Prices, for Surface Preparation, Painting, Reflective Media, Surface Painted Holding Position Signs, Paint Enhancements and Non-Standard Work Hours requested by the Authority and satisfactorily provided by the Contractor. 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. 1, 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 Four Hundred Thousand, and 00/100 Dollars (\$400,000.00).

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. 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.

ATTEST:

Electronically signed by
Larissa Bou-Vazquez
June 10, 2021 4:11pm



Assistant Secretary



ATTEST:



Secretary Kelly Spinner, Vice President of Finance

[Corporate Seal]

"AUTHORITY"


GREATER ORLANDO AVIATION AUTHORITY

By:  Phillip N Brown
Chief Executive Officer
Jun 9 2021 3:34 PM

DocuSign

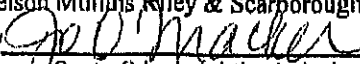
"CONTRACTOR"

HI-LITE AIRFIELD SERVICES, LLC

By: 

Its: President

Christopher Miller, President
Print or Type Name and Title

Approved as to Form and Legality
this 3 day of June, 2021
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-1"

**FIRST RENEWAL OPTION PRICES
AIRPORT RUNWAY AND TAXIWAY PAINTING SERVICES**

<u>Item Description</u>	<u>Contract 05-18</u>
Surface Preparation – (Regulated Waterblasting)	
Cleaning of Existing Markings	\$ 0.08
Paint Removal	\$ 1.83
Runway/Taxiway Painting – (Waterborne Type III)	
Runway/Taxiway Painting – White	\$0.38
Runway/Taxiway Painting – Yellow	\$0.35
Runway/Taxiway Painting – Black	\$0.45
Runway/Taxiway Painting – Red	\$0.30
Runway/Taxiway Painting – Green	\$0.15
Runway/Taxiway Painting – Temporary, Primer Coat	\$0.35
Reflective Media	
Reflective Media – (Type I) Low Index Glass Beads	\$0.32
Reflective Media – (Type III) High Index Glass Beads	\$0.59
Surface Painted Holding/Position Signs (SPHS)	
Surface Painted Signs	\$3.19
Paint Enhancements	
Biocide Additive	\$0.12
Miscellaneous	
Non-Standard Work Hours – Additional Price per Square Foot	\$0.25

First Renewal Option Total Estimated Value: \$1,245,602.00