

AMENDMENT NO. 2

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
TRAFFIC CONTROL DEVICES, INC.**

TO

PURCHASING CONTRACT 04-18

THIS AMENDMENT NO. 2 made and entered into as of the 21st day of July, **2021**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **TRAFFIC CONTROL DEVICES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 1, 2018, and as amended by Amendment No. 1 dated September 4, 2020 Contractor agreed to provide Dynamic Message Signs Maintenance and Repair 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 second 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 1, 2022 and expiring January 31, 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-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 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 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, 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. 2, 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. 2 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

ATTEST:



Secretary

[CORPORATE SEAL]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown
Chief Executive Officer
Jul 20 2021 10:51 AM

By: 

Chief Executive Officer

"CONTRACTOR"

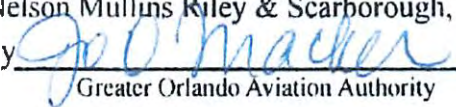
TRAFFIC CONTROL DEVICES, INC.

By: 

Its: **President**

Gregory S. Cockman

Print or Type Name and Title

Approved as to Form and Legality
this 12 day of July, 20 21
Nelson Mullins Riley & Scarborough, LLP
By: 

Greater Orlando Aviation Authority

ATTACHMENT A-2

**04-18 DYNAMIC MESSAGE SIGNS MAINTENANCE AND REPAIR SERVICES
Period of February 1, 2022 through January 31, 2023**

FREQUENCY OF MAINTENANCE	(a) UNIT PRICE	X	(b) ESTIMATED NUMBER OF FREQUENCY/ LOCATION*	=	(c) EXTENSION
Preventative Maintenance and Repair (For all 3 locations)					
Bi-Monthly Maintenance	<u>\$1,480.00</u>	X	6	=	\$ 8,880.00
Tri-Annual Maintenance	<u>\$1,412.00</u>	X	3	=	\$ 4,236.00
Bi-Annual Maintenance	<u>\$1,412.00</u>	X	2	=	\$ 2,824.00
ADDITIONAL WORK HOURS	(d) HOURLY LABOR RATE	X	(e) ESTIMATED NUMBER OF HOURS*	=	(f) EXTENSION
Standard Work Hours	<u>\$150.00</u>	X	121	=	\$ 18,150.00
Non-Standard Work Hours	<u>\$200.00</u>	X	104	=	\$ 20,800.00
DESCRIPTION	(g) CONTRACTOR'S MARK UP (Expressed in decimals) (%)	X	(h) ESTIMATED AMOUNT OF ANNUAL PURCHASE*	=	(i) EXTENSION
Estimated Cost for Equipment Rental for Dynamic Message Signs Maintenance and Repair			\$10,000.00	=	\$10,000.00
Contractor's Mark-Up % over its cost for Equipment Rental	<u>\$.175</u>	X	\$10,000.00	=	\$ 1,750.00
Estimated Cost for Subcontractor's Services for Dynamic Message Signs Maintenance and Repair			\$10,000.00	=	\$10,000.00
Contractor's Mark-Up % over its cost for Subcontractor's Services	<u>\$.175</u>	X	\$10,000.00	=	\$ 1,750.00
Estimated Cost for Provider Parts and Components for Dynamic Message Signs Maintenance and Repair			\$ 5,000.00	=	\$ 5,000.00
Contractor's Mark-Up % over its cost for Provider Parts and Components for Dynamic Message Signs Maintenance and Repair	<u>\$.175</u>	X	\$ 5,000.00	=	\$ 875.00
TOTAL SECOND RENEWAL OPTION					<u>\$84,265.00</u>