

AMENDMENT NO. 6

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
CRYSTAL MOVER SERVICES, INC.**

TO

PURCHASING CONTRACT 01-17

THIS AMENDMENT NO. 6 made and entered into as of the 17th day of November, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **CRYSTAL MOVER SERVICES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract BP-S100, dated July 16, 2014, as amended by Amendment No. 1 dated June 6, 2018, Amendment No. 2 dated January 24, 2019, Amendment No. 3 dated August 18, 2020, Amendment No. 4 dated January 19, 2021, and Amendment No. 5 dated March 11, 2022, the Contractor agreed to provide the Phase 2 Operations and Maintenance services of the Authority's Automated People Mover (APM) system for Airside 1, Airside 3, and the South APM Complex at Orlando International Airport, Orlando, Florida (Phase 2 of BP-S100 Contract renumbered as Purchasing Contract 01-17); and

WHEREAS, the Contract provides the Authority with two (2) options to renew the term of the Contract for an additional period of five (5) years each.

WHEREAS, the Authority desires and Contractor agrees to exercise the first five (5) year renewal option. Economic Price Adjustments for the first five (5) year renewal option will be calculated and reviewed pursuant to the Phase 2 Contract Specifications in Section 3.22.1.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Effective Date:** The effective date of this Amendment shall be September 26, 2022 through September 25, 2027.
2. **Compensation.** The Authority shall pay to Contractor compensation as shown in Attachment "A-6", Year 6 of the First Five Year Renewal Option, upon satisfactory completion of the work authorized by the Authority. Compensation shall be paid pursuant to the terms and conditions as provided in 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. 6, the Contract shall continue in full force and effect in accordance with its terms and conditions.
7. The Exhibits attached hereto and referred to herein, are hereby acknowledged to be true and accurate, and are hereby incorporated into the Contract and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

CRYSTAL MOVER SERVICES, INC.

K. Naraoka
Secretary

By: James D. Lillie
Its: President & CEO

[CORPORATE SEAL]

James D. Lillie

Print or Type Name and Title



Approved as to Form and Legality
this 17 day of October, 20 22
Nelson Mullins Riley & Scarborough, LLP
By Joel Macher
Greater Orlando Aviation Authority

ATTACHMENT A-6

01-17, Automated People Mover (APM) Operation and Maintenance

First Five Year Renewal Option

DESCRIPTION	TOTAL AMOUNT
Year 6 - Total Annual Labor and Material	\$ 8,777,030.00
Year 7 - Total Annual Labor and Material	\$ 4,854,980.00
Year 8 - Total Annual Labor and Material	\$4,818,990.00
Year 9 - Total Annual Labor and Material	\$6,288,770.00
Year 10 - Total Annual Labor and Material	\$5,420,690.00
TOTAL FOR FIRST FIVE YEAR RENEWAL OPTION	\$30,160,460.00