

GOAA DATE 11-10-21

ITEM NO. 2-E

DOCUMENTARY # 101243

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
D & K Design LLC, d/b/a Danken**

TO

PURCHASING CONTRACT 02-19

THIS AMENDMENT NO. 1 made and entered into as of the 22nd day of November, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **D & K DESIGN LLC, d/b/a DANKEN**. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 1, 2019, Contractor agreed to provide Holiday Decoration Services at the 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; and

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 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-1", First 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. 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"

ATTEST:

Sara Musselwhite
Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY
Phillip N Brown
By: *Phillip N. Brown* Nov 22 2021 9:44 AM
Chief Executive Officer DocuSign

[Official Seal]

Date: _____

"CONTRACTOR"

ATTEST:

Secretary

D & K DESIGN LLC, d/b/a DANKEN
By: *Ken Van Gemerden*
Its: OWNER
KEN VAN GEMERDEN

Print or Type Name and Title

[CORPORATE SEAL]

Approved as to Form and Legality
this 15 day of November, 2021
Nelson Mullins Riley & Scarborough, LLP
By: *Joe Macker*
Greater Orlando Aviation Authority

02-19 HOLIDAY DECORATIONS

D & K DESIGN LLC, DBA DANKEN						
ITEM		UNIT PRICE	X	ESTIMATED QTY*	=	EXTENSION
FIRST RENEWAL OPTION PERIOD OF 2/1/2022 THRU 1/31/2023						
PART A. REPAIR/REFURBISHMENT/REFRESH HOLIDAY DECORATIONS						
1	9 ½" Lighted/Decorated Tree	\$ 480.00	X	1	=	\$ 480.00
2	S0001140 - 40" Tall Holiday Ring Tree with Platform and fence (Re-lamp with Authority provided light strands - Year One only)	\$ 7,200.00	X	1	=	\$ 7,200.00
3	S0001141 - 25" Tall Holiday Ring Trees with Platform and Garland Stanchions	\$ 1,900.00	X	6	=	\$ 11,400.00
4	S0001143 - Arches	\$ 420.00	X	8	=	\$ 3,360.00
5	S0001144 - 60" Decorated Wreath	\$ 48.00	X	45	=	\$ 2,160.00
6	S0001145 - 48" Lighted Wreaths	\$ 48.00	X	50	=	\$ 2,400.00
7	S0001146 - 36" Wreaths	\$ 48.00	X	60	=	\$ 2,880.00
S0001149 - ESCALATOR DISPLAYS						
1	Sleigh Display: Sleigh, Gifts, Lamp Post and 5' Holiday Tree	\$ 240.00	X	1	=	\$240.00
2	Menorah Display: Menorah, Table with Artificial Food and Gifts	\$ 240.00	X	1	=	\$240.00
TOTAL PAGE A-1						\$30,360.00

02-19 HOLIDAY DECORATIONS

D & K DESIGN LLC, DBA DANKEN						
ITEM		UNIT PRICE	X	ESTIMATED QTY*	=	EXTENSION
S0001149 - ESCALATOR DISPLAYS (Continued)						
3	Kwanzaa Display: Table with Artificial Food and Kwanzaa Candle Holders, Bamboo Backdrop Screen, Small Animal Figurines and Platform	\$ 240.00	X	1	=	\$ 240.00
4	Reindeer Display: 2 Reindeer with Lights, Snow and Small Holiday Tree in a Drum	\$ 240.00	X	1	=	\$ 240.00
5	S0001151 - 4' Lighted/Decorated Wall Trees	\$ 44.00	X	120	=	\$ 5,280.00
6	S0001152 - Lighted/ Decorated Trees – Various Sizes	\$ 96.00	X	11	=	\$ 1,056.00
PART B. SET-UP AND TAKE DOWN ACTIVITIES						
1	9 ½' Lighted/Decorated Tree at Executive Office; 3rd Level	\$ 650.00	X	1	=	\$ 650.00
2	S0000374 - 40' Holiday Ring Tree with Platform and fence at Hyatt Atrium	\$ 7,000.00	X	1	=	\$ 7,000.00
S0000375 - 25' Holiday Tree with Platform and Garland Stanchions						
1	Airsides 1, 2, 3, 4 Hub, and South APM Terminal	\$ 3,000.00	X	4	=	\$ 12,000.00
TOTAL PAGE A-2						\$ 26,466.00

02-19 HOLIDAY DECORATIONS

D & K DESIGN LLC, DBA DANKEN						
ITEM		UNIT PRICE	X	ESTIMATED QTY*	=	EXTENSION
PART B. SET-UP AND TAKE DOWN ACTIVITIES (Continued)						
S0000376 - Arches						
1	"A" Great Hall, Main Terminal	\$ 650.00	X	4	=	\$ 2,600.00
2	"B" Great Hall, Main Terminal	\$ 650.00	X	4	=	\$ 2,600.00
S0000379 - 60" Decorated Wreaths:						
3	As directed by AAR	\$ 250.00	X	45	=	\$ 11,250.00
S0000378 - 48" Lighted Wreaths:						
4	"A" Level 2 Baggage	\$ 56.00	X	25	=	\$ 1,400.00
5	"B" Level 2 Baggage	\$ 56.00	X	20	=	\$ 1,120.00
S0000377 - 36" Wreaths:						
1	"A" Level 1- Rent-A-Car Lobby	\$ 50.00	X	30	=	\$ 1,500.00
2	"B" Level 1 – Rent-A-Car Lobby	\$ 50.00	X	30	=	\$ 1,500.00
TOTAL PAGEA-3						\$ 21,970.00

02-19 HOLIDAY DECORATIONS

D & K DESIGN LLC, DBA DANKEN						
ITEM		UNIT PRICE	X	ESTIMATED QTY*	=	EXTENSION
PART B. SET-UP AND TAKE DOWN ACTIVITIES (Continued)						
S0000382 - ESCALATOR DISPLAYS: SLEIGH, KWANZAA, MENORAH, AND REINDEER:						
	Sleigh: "B" Level 3; Atrium Escalator	\$ 750.00	X	1	=	\$ 750.00
	Kwanzaa: "A" Level 3; Atrium Escalator	\$ 750.00	X	1	=	\$ 750.00
1	Menorah: "A" Level 3; Great Hall Escalator	\$ 750.00	X	1	=	\$ 750.00
2	Reindeer: "B" Level 3; Great Hall Escalator	\$ 750.00	X	1	=	\$ 750.00
4' Lighted/Decorated Wall Trees						
1	Terminal and Satellite Offices as directed by the AAR	\$ 45.00	X	70	=	\$ 3,150.00
PART C. ADDITIONAL AND EMERGENCY WORK						
1	S0000387 - Centerpieces for Authority Functions – if needed	\$ 12.50	X	49	=	\$ 612.50
2	S0000372 – Skilled Labor	\$ 65.00	X	500	=	\$ 32,500.00
3	S0000373 – Unskilled Labor	\$ 35.00	X	500	=	\$ 17,500.00
TOTAL PAGE A-4						\$ 56,762.50

02-19 HOLIDAY DECORATIONS

D & K DESIGN LLC, DBA DANKEN						
ITEM		UNIT PRICE	X	ESTIMATED QTY*	=	EXTENSION
PART D. EQUIPMENT RENTAL						
1	S0001814 – Bucket Lift Rental (not to exceed)	\$ 1,750.00	X	2	=	\$ 3,500.00
2	S0001815 – Scissor Lift Rental (not to exceed)	\$ 700.00	X	2	=	\$ 1,400.00
3	S0002997 – Fork Lift Rental (not to exceed)	\$ 1,050.00	X	2	=	\$ 2,100.00
HOLIDAY DÉCOR RENTAL						
1	Estimated Cost for Holiday Décor Rental	\$ 75,000.00	X	1	=	\$ 75,000.00
2	Contractor's Mark-Up % over its cost for Holiday Décor Rental	30%	X	75000	=	\$ 22,500.00
3	Installation/Take Down of Holiday Décor Rentals - Supervisor	\$ 65.00	X	68	=	\$ 4,420.00
4	Installation/Take Down of Holiday Décor Rentals - Installers	\$ 35.00	X	250	=	\$ 8,750.00
TOTAL PAGE A-5						\$ 117,670.00
TOTAL FIRST RENEWAL OPTION - PERIOD OF 2/1/2022 THRU 1/31/2023						\$253,228.50

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