

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

HAINES CITY FIRE EXTINGUISHER SERVICES, INC.

TO

PURCHASING CONTRACT 21-20

THIS AMENDMENT NO. 1 made and entered into as of the 1st day of May , 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **PYE-BARKER FIRE & SAFETY dba HAINES CITY FIRE EXTINGUISHER SERVICES, INC.**, (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, by Contract dated May 1, 2020, Contractor agrees to provide Fire Extinguisher Inspection, Certification, and Maintenance Services at Orlando International Airport (OIA), and Orlando Executive Airport, (OEA) Orlando, Florida; and

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

WHEREAS, the Aviation Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) 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 May 1, 2023 and expiring April 30, 2024.
- 2. Compensation.** The Aviation 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 Pricing. 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. 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.

"AVIATION AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

"CONTRACTOR"
HAINES CITY FIRE EXTINGUISHER SERVICES,
INC.

ATTEST:

Secretary

By: _____

Its: Chief Operations Officer

JOSEPH HIGHTOWER

Print or Type Name and Title

Date: 01/24/2023

[Corporate Seal]

Approved as to Form and Legality
this 13 day of March, 2023
Nelson Mullins Riley & Scarborough, LLP
By: Joe C.macher
Greater Orlando Aviation Authority

ATTACHMENT "A-1"
FIRST RENEWAL OPTION PRICING
PURCHASING CONTRACT 21-20

DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE
Annual Inspection & Certification Service	Each	3,000	\$ 5.20	\$ 15,592.50
Hydrostatic Test Maintenance Service, for Dry Chemical, ABC, size 5 lbs.	Each	100	\$ 13.60	\$ 1,359.75
Hydrostatic Test Maintenance Service, for Dry Chemical, ABC, size 10 lbs.	Each	300	\$ 13.60	\$ 4,079.25
Hydrostatic Test Maintenance Service, for Dry Chemical, ABC, size 20 lbs.	Each	5	\$ 13.60	\$ 67.99
Hydrostatic Test Maintenance Service, for Purple K Pressure unit, size 10 lbs.	Each	10	\$ 13.60	\$ 135.98
Hydrostatic Test Maintenance Service, for Purple K Pressure unit, size 20 lbs.	Each	5	\$ 13.60	\$ 67.99
Hydrostatic Test Maintenance Svc, for Water Stored Pressure Type unit, size 2.5 gallon	Each	10	\$ 13.60	\$ 135.98
Hydrostatic Test Maintenance Service for Water Mist Type unit, size 2.5 gallon	Each	10	\$ 58.75	\$ 587.48
Hydrostatic Test Maintenance Service, for Water Mist Type unit, size 6 Liters	Each	5	\$ 53.50	\$ 267.49
Hydrostatic Test Maintenance Service, for Carbon Dioxide Type Unit, size 10 lbs.	Each	5	\$ 34.60	\$ 172.99
Hydrostatic Test Maintenance Service, for Halotron I Type Unit, size 15.5 lbs.	Each	2	\$ 34.60	\$ 69.20
Hydrostatic Test Maintenance Service, for Class K Type Unit, size 6 Liters	Each	3	\$ 53.50	\$ 160.49
Recharge Maintenance Service, for Purple K Wheel Type unit, size 125 lbs.	Each	40	\$ 106.00	\$ 4,239.90
Recharge Maintenance Service, for Ansul Met-X, various models, size 30 lbs.	Each	1	\$ 106.00	\$ 106.00
6-Years Internal Maintenance Service, Dry Chemical Type unit, ABC, size 10 lbs.	Each	300	\$ 7.30	\$ 2,189.25
6-Years Internal Maintenance Service, size Purple K Pressure Type unit, 10 lbs.	Each	10	\$ 7.30	\$ 72.98
Recharge Maintenance Service, for Carbon Dioxide Type unit, size 10 lbs.	Each	1	\$ 24.10	\$ 24.10
Recharge Maintenance Service, for Class K Type of unit, size 6 Liters	Each	1	\$ 53.50	\$ 53.50
6-Years Internal Maintenance Service, for Dry Chemical Type unit, ABC, size 5 lbs.	Each	100	\$ 7.30	\$ 729.75
6-Years Internal Maintenance Service, for Dry Chemical Type unit, ABC, size 20 lbs.	Each	5	\$ 7.30	\$ 36.49
6-Years Internal Maintenance Service, for Purple K Pressure Type unit, size 20 lbs.	Each	5	\$ 7.30	\$ 36.49
6-Years Internal Maintenance Service, for Halotron I Type unit, size 15.5 lbs.	Each	3	\$ 34.60	\$ 103.79
Disposal of all types Fire Extinguishers	Each	100	\$ 1.58	\$ 157.50

Non-Standard Hourly Labor Rate	Each	20	\$ 47.25	\$ 945.00
Estimated Annual Parts	Each	1	\$ 5,250.00	\$ 5,250.00
Mark Up % over actual cost	Each	5000	30%	\$ 1,500.00
Total amount not to exceed for Option 1*				\$ 38,141.80

*The quantities are estimated only. Although the Aviation Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities to differ from the estimates. The Aviation Authority has no obligation to request any number of quantities per year. This Amendment will only obligate the Aviation Authority only to pay the Unit Prices provided in this Amendment that was actually requested by the Aviation Authority and satisfactorily provided by the Contractor.