

AMENDMENT NO. 3

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 05-18

THIS AMENDMENT NO. 3 made and entered into as of the 26 day of May, 2023, 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, amended by Amendment No. 1 dated June 9, 2021, and amended by Amendment No. 2 dated July 7, 2023, Contractor agreed to provide Airport Runway and Taxiway Painting Services for the Authority at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Authority desires and Contractor agrees to amend the Contract to include rubber removal services.

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

1. Contract Adjustment. Contractor shall provide rubber removal commencing effective as of February 17, 2023, through May 31, 2023.

2. Compensation. Authority shall pay to the Contractor during the second renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "A-3", Contract Adjustment, for rubber removal 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. Upon execution of this Amendment No. 3, Contractor's Performance Bond shall remain in effect for the remainder of the renewal option 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. 3, 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. 3 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

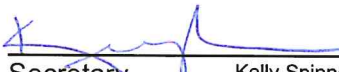
By: _____

[Official Seal]

“CONTRACTOR”

ATTEST:

HI-LITE AIRFIELD SERVICES, LLC



Secretary Kelly Spinner


By: 

Its: President

Christopher Miller, President

Print or Type Name and Title



Approved as to Form and Legality
this 13 day of March, 2023
Nelson Mullins Riley & Scarborough, LLP
By 

Greater Orlando Aviation Authority

ATTACHMENT "A-3"

CONTRACT ADJUSTMENT
AIRPORT RUNWAY AND TAXIWAY PAINTING SERVICES

<u>Item Description</u>	<u>Unit</u>	<u>Contract 05-18</u>
Rubber Removal		
Mobilization	EA	\$ 3,720.00
Rubber Removal by Waterblasting without chemical	SFT	\$ 0.10
Non-Standard Working Hours – Rubber Removal	SFT	\$ 0.03
Friction Testing		
Friction Testing Mobilization	EA	\$ 3,720.00
Friction Testing 1 RWY	EA	\$ 8,400.00
Friction Testing (each additional RWY)	EA	\$ 3,200.00



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Luis Aviles, Senior Manager, Purchasing

FROM: Vlad Opreanu, Senior Purchasing Agent

DATE: February 14, 2023

SUBJECT: Purchasing Contract 05-18, Airport Runway and Taxiway Painting Services – Amendment Approval in an amount up to and including \$100,000.

Item Description:

Recommendation to approve Amendment No. 3, Contract Adjustment for Purchasing Contract 05-18, Airport Runway and Taxiway Painting Services with Hi-Lite Airfield Services, LLC.

Background:

The initial term of the contract was for thirty-six (36) months, which commenced on June 1, 2018, and expires on May 31, 2021, with the Aviation Authority having two (2) options to renew the contract for an additional period of one (1) year each. The second renewal option is due to expire on May 31, 2023 (See Attachment "A").

This contract requires Hi-Lite to furnish all labor, supervision, materials, tools and equipment, cleaning solutions, degreasers, fuels, accessories, consumables and all other items necessary or proper for, or incidental to, performing airport runway and taxiway painting services, including paint removal, surface preparation, and repainting at the Orlando International Airport in accordance with the Contract Documents.

Issues:

Contract Adjustment – Addition of Contract pricing for rubber removal at \$0.10 per square foot.

Department – Concurs with the Contract Adjustment.

Contractor – Based on the information known at this time, Contractor is performing satisfactorily during the initial term and renewal options.

This Contract did not include a Minority and Women Business Enterprise (MWBE) or Local Developing Business (LDB) participation requirement.

Amendment Approval \$100,000 and Under

June 13, 2018

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Fiscal Impact:

There is no fiscal impact for this Contract Adjustment.

Staff Recommendation:

Staff recommends that the following be approved by the Purchasing Manager: 1) approve the Contract Adjustment for Purchasing Contract 05-18, Airport Runway and Taxiway Painting Services, with Hi-Lite Airfield Services, LLC; and 2) authorize an Aviation Authority officer or the Chief Executive Officer to execute an Amendment following satisfactory review by legal counsel.

Approved:

 2/14/23
Luis Aviles, Senior Purchasing Manager - Contracts

Amendment Approval \$100,000 and Under**June 13, 2018****Page 3****ATTACHMENT "A"
SUMMARY OF CONTRACT REVISIONS**

CONTRACT	APPROVALS	DESCRIPTION	TERM	DOLLARS
Initial Term	<ul style="list-style-type: none">•CPC 11/13/2017• Board Approved 12/20/2017, Item "MM"	36 Month Contract Award	06/01/2018 thru 05/31/2021	\$3,610,867.89
Amendment No. 1	<ul style="list-style-type: none">• 2/22/2021 CPC Approval• Board Approved 3/17/2021, Item "M"	First Renewal Option	06/01/2021 to 05/31/2022	\$1,245,602.00
Amendment No. 2	<ul style="list-style-type: none">• 3/14/2022 CPC Approval• Board Approved 04/20/2022	Second Renewal Option	06/01/2022 to 05/31/2023	\$1,245,602.00
Amendment No. 3	<ul style="list-style-type: none">• 02/14/2023 Pending PM	Contract Adjustment	02/16/2023 to 05/31/2023	\$0.00
Total Contract Value with all Changes (approved and proposed)				\$6,102,071.89