

AMENDMENT NO. 2

GOAA DATE: 3/15/23
ITEM # 3-O
DOCUMENTARY # 101619

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

LEIGHFISHER, INC.

TO

PURCHASING AGREEMENT PS-A-608

THIS AMENDMENT NO. 2 made and entered into as of the 26th day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **LEIGHFISHER, INC.**, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated July 1, 2019, and as amended by Amendment No. 1 dated June 27, 2022, Consultant agreed to provide the Authority with airport consulting services at the Orlando International Airport, Orlando, Florida; and

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

WHEREAS, the Authority desires and the Consultant agrees to renew the term of the Agreement 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 Agreement as follows:

1. **Renewal Term of Agreement.** The term of the Agreement shall be, and is hereby renewed and extended for a period of one (1) year, commencing effective as of July 1, 2023 and expiring June 30, 2024.
2. **Compensation.** The Authority shall pay to the Consultant, during the first renewal term of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the fees as shown on Attachment "A-2", **Second Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions as provided in the Agreement.
3. **Suit/Proceedings.** The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum.

Consultant 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 Consultant 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. **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by Authority, be made available to Authority or its representatives at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by Authority as a result of an overstatement shall forthwith be refunded by Consultant to Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Authority's notice to Consultant of overstatement.

7. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 2, the Agreement 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.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

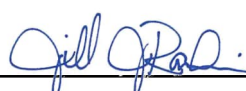
“CONSULTANT”

ATTEST:

LEIGHFISHER, INC.



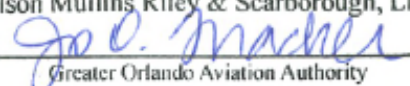
Secretary

By:  _____
Its: Signatory

[CORPORATE SEAL]

Jill J. Rankin, Project Management Director

Print or Type Name and Title

Approved as to Form and Legality
this 22 day of May, 20 23
Nelson Mullins Riley & Scarborough, LLP
By  _____
Greater Orlando Aviation Authority

**ATTACHMENT “A-2”
PURCHASING AGREEMENT PS-A-608
AIRPORT CONSULTING SERVICES
SECOND RENEWAL OPTION PRICING**

1. FEES:

Each Proposer must provide Hourly Rates for services as specified in the Scope of Services (as described in Section 2 of the General Requirements, Pages GR-3 through GR-4) of this Agreement, which shall include but not be limited to labor, materials and overhead cost for providing Airport Consulting Services. Out-of-pocket expenses incurred by Proposer will not be separately reimbursed. Fees will be invoiced on a monthly basis. The Authority shall be required to pay fees in accordance with this Section only to the extent that the services associated with such fees are requested by the Authority and are performed to the Authority’s satisfaction. Compensation for the renewal option period will be determined at the time of the renewal and shall be acceptable to both parties.

TITLE OF ENGAGEMENT TEAM MEMBER	HOURLY RATE
Director	\$ <u>325.00</u> per hour
Managing Consultant	\$ <u>265.00</u> per hour
Senior Consultant	\$ <u>210.00</u> per hour
Consultant	\$ <u>170.00</u> per hour
Technical Specialist	\$ <u>110.00</u> per hour
Administrative Professional	\$ <u>120.00</u> per hour

2. Proposer may include (on a separate sheet) the Hourly Rates for Engagement Team Member positions not listed in the table above which will assist in the performance of the Scope of Services as described in Section 2 of the General Requirements, Pages GR-3 through GR-4. The above table shall not be altered in any form or fashion. Any alterations or additions not called for will be considered an irregularity as outlined in General Requirements Section 1.6 and may be rejected by the Authority.

<u>TITLE OF ENGAGEMENT TEAM MEMBER</u>	<u>OPTION ONE (YEAR FOUR) FIXED RATE</u>
<u>Associate Director</u>	<u>\$289.00 per hour</u>
<u>Principal Consultant</u>	<u>\$257.00 per hour</u>
<u>Analyst</u>	<u>\$163.00 per hour</u>
<u>Intern</u>	<u>\$120.00 per hour</u>

3. **ADDITIONAL SERVICES**

Each Proposer shall provide its fixed rates for reimbursable expenses provided that the Authority shall be required to pay for such expenses only to the extent such expenses are reasonable and are incurred in connection with services requested or authorized in writing by the Authority.

<u>OTHER EXPENSES</u>	<u>OPTION ONE (YEAR FOUR) FIXED RATE</u>
<u>Faxes</u>	<u>\$ 0 per each</u>
<u>Long Distance Phone Calls</u>	<u>\$ 0 per min</u>
<u>Copies</u>	<u>\$ 0 per copy</u>
<u>Postage</u>	<u>\$ 0 per each</u>
<u>Overnight Mail</u>	<u>\$ 0 per each</u>