

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
MALMS NAVAID, INCORPORATED
TO**

PURCHASING CONTRACT 02-20

THIS AMENDMENT NO. 1 made and entered into as of the 11th day of August, **2022**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **MALMS NAVAID, INCORPORATED** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract October 1, 2019, Contractor agreed to provide, Airfield Runway Lighting Photometric and Constant Current Regulators ("CCR") Testing at Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires to exercise its first option to renew the term of the Contract for an additional period of one 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 October 1, 2022 and expiring September 30, 2023.
- 2. Compensation.** During the renewal term of the Contract, the Authority shall pay to Contractor compensation as shown on Attachment "A-1" Unit Prices for the First 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. 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:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Executive Director

[Official Seal]

"CONTRACTOR"

ATTEST:

MALMS NAVAID, INCORPORATED

Secretary

By: Dedra Streit

[CORPORATE SEAL]

Its: Vice President of Finance and Admin.

Dedra Streit

Print or Type Name

Approved as to Form and Legality
this 8th day of August, 2022
Nelson Mullins Riley & Scarborough, LLP
By Jo O. Macker
Greater Orlando Aviation Authority

**02-20 AIRFIELD RUNWAY LIGHTING PHOTOMETRIC, AND
CCR TESTING CALIBRATION
ATTACHMENT "A-1"**

PERIOD 10/1/2022 THRU 09/30/2022

DESCRIPTION	UNIT PRICE	ESTIMATED QTY	EXTENSION
Runway 18R-36L - Edge	\$ 8.00	156	\$ 1,248.00
Runway 18R-36L - Centerline	\$ 8.00	240	\$ 1,920.00
Runway 18R-36L - TDZ	\$ 8.00	180	\$ 1,440.00
Runway 18L-36R - Edge	\$ 8.00	138	\$ 1,104.00
Runway18L-36R - Centerline	\$ 8.00	239	\$ 1,912.00
Runway 18L-36R - TDZ	\$ 8.00	180	\$ 1,440.00
Runway 17R-35L - Edge	\$ 8.00	116	\$ 928.00
Runway 17R-35L - Centerline	\$ 8.00	199	\$ 1,592.00
Runway 17R-35L - TDZ	\$ 8.00	360	\$ 2,880.00
Runway 17L-35R - Edge	\$ 8.00	108	\$ 864.00
Runway 17L-35R - Centerline	\$ 8.00	178	\$ 1,424.00
Runway 17L-35R - TDZ	\$ 8.00	360	\$ 2,880.00
ESTIMATED FIRST RENEWAL OPTION			\$ 19,632.00