

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
MAXWELL LIGHTNING PROTECTION OF FLORIDA COMPANY**

TO

CONTRACT 16-20

THIS AMENDMENT NO. 1 made and entered into as of the 2nd day of June, **2023**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **MAXWELL LIGHTNING PROTECTION OF FLORIDA COMPANY** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated June 1, 2020, the Contractor agreed to provide the Authority with Lightning Protection Services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides the Authority with two (2) options to renew the term of the Contract for 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; 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 Contract**. The term of the Contract shall be, and hereby is renewed and extended for a period of one twelve (12) months, commencing effective as of June 1, 2023 and expiring May 31, 2024.
2. **Compensation**. Authority shall pay to the Contractor during the first renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in 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 Agreement 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 Contractor 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 Agreement Provisions**. Except as amended by this Amendment No. 1, 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. 1 to be duly executed as of the date and year first above written.

“AUTHORITY”


ATTEST:

 Anna Farmer
Assistant Secretary
Jun 6 2023 11:17 AM

DocuSign

Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By:  Tom Draper
Chief of Operations
Jun 2 2023 5:11 PM

Chief Executive Officer

DocuSign

[Official Seal]



Jun 6 2023 11:18 AM

DocuSign

ATTEST:

Bridgit Land Digitally signed by Bridgit Land
Date: 2023.05.04 15:24:33 -04'00'

Secretary

“CONTRACTOR”

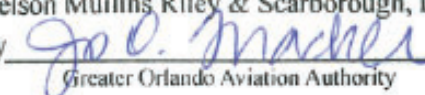
MAXWELL LIGHTNING PROTECTION OF FLORIDA COMPANY

By:  _____
Its: President

Guy Maxwell, President

Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 22 day of May, 2023
Nelson Mullins Riley & Scarborough, LLP
By  _____
Greater Orlando Aviation Authority

ATTACHMENT "A-1"

**First Renewal Option Pricing
16-20 Lightning Protection System Maintenance**

DESCRIPTION	(a) HOURLY LABOR RATE (\$)	(x)	(b) ESTIMATED ANNUAL HOURS*	(=)	(c) EXTENSION (\$)
Standard Hours	\$ <u>96.73</u>	x	600	=	\$ <u>58,038.00</u>
DESCRIPTION	(d) MARKUP (%)	(x)	(e) ESTIMATED ANNUAL VALUE*	(=)	(f) EXTENSION (\$)
Estimated Parts, Materials, Rentals, Subcontractors , and Components Purchased for the lightning protection system maintenance Services				=	<u>\$10,000.00</u>
Contractors Mark-up % over its cost for Parts, Materials, Subcontractors , Rentals and Components (e.g. 1% should be entered as .01)	<u>.27</u> (% expressed in decimals)	x	\$10,000.00	=	\$ <u>2,700.00</u>
TOTAL YEAR ONE (1) BID PRICE					\$ <u>70,738.00</u> (Enter Total Here and on Page BF-13)

From: [Anna Farmer](#)
To: [Directors and Aides](#)
Cc: [Eliot Martinez Fraticelli](#); [James Knusalla](#)
Subject: Designee for Chief Executive Officer
Date: Friday, June 2, 2023 4:13:51 PM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office starting at 4:00 p.m. Friday, June 2 through Wednesday, June 7. During his absence, Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or 407-825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services

Exe. Asst. to the CEO

One Jeff Fuqua Boulevard

Orlando, FL 32827

Phone: 407-825-2032

Email: anna.farmer@goaa.org

Website: www.orlandoairports.net