

**AMENDMENT NO. 2**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**NEW IMAGE UPHOLSTERY INC.**  
**TO**  
**PURCHASING CONTRACT 01-19**

**THIS AMENDMENT NO. 2** made and entered into as of the 27th day of October, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **NEW IMAGE UPHOLSTERY INC.**, (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated February 1, 2019 and as amended by Amendment No. 1 dated May 19, 2021, Contractor agrees to provide Rattan/Wicker Chair Repair 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 second 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 **January 1, 2023 and expiring December 31, 2023.**
- 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-2", Second 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. 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](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://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. Continuing Effect of Contract Provisions.** Except as amended by this **Amendment No. 2**, 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. 2** to be duly executed as of the date and year first above written.

ATTEST:  
AUTHORITY

\_\_\_\_\_  
Assistant Secretary

[Official Seal]

ATTEST:

\_\_\_\_\_  
Secretary

Approved as to Form and Legality  
this 24 day of October, 20 22  
Nelson Mullins Riley & Scarborough, LLP  
By *Joel Macher*  
Greater Orlando Aviation Authority

[Corporate Seal]

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION

By: \_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

“CONTRACTOR”

NEW IMAGE UPHOLSTERY INC

By: *[Signature]*

Its: \_\_\_\_\_

*Victor Santiago / Vice-President*

Print or Type Name and Title

Date: *10/17/22*

**Attachment "A-2", Second Renewal Option Pricing**

**PERIOD OF 1/1/2023 THRU 12/31/2023**

<b>No.</b>	<b>Description/Services</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QTY</b>	<b>EXTENSION</b>
1	Re-Upholster Chair	\$ 98.00	600	\$ 58,800.00
2	Repair Frame	\$ 48.00	300	\$ 14,400.00
3	Clean & Re-Coat Chair	\$ 28.00	300	\$ 8,400.00
4	Replace Seat Foam	\$ 25.00	75	\$ 1,875.00
5	Replace Foam Inserts on Back Cushion	\$ 25.00	25	\$ 625.00
6	Replace Plywood on Back of Seat	\$ 18.00	40	\$ 720.00
7	Removal and Replacement of Wicker Chairs	\$ 15.00	400	\$ 6,000.00
8	Additional Standard Work Hours	\$ 50.00	150	\$ 7,500.00
<b>TOTAL SECOND RENEWAL OPTION - PERIOD OF 1/1/2023 THRU 12/31/2023</b>				<b>\$ 98,320.00</b>



**GREATER ORLANDO AVIATION AUTHORITY**

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

**MEMORANDUM**

TO: Members of the Concessions/Procurement Committee

FROM: Gary M. Hunt, Director of Maintenance

DATE: September 12, 2022

**ITEM DESCRIPTION**

Recommendation to Approve Amendment No. 2, Second Renewal Option for Purchasing Contract 01-19, Rattan/Wicker Chair Repair Services with New Image Upholstery, Inc. (New Image)

**BACKGROUND**

The initial term of the Contract is for thirty-six (36) months, effective January 1, 2019, expired December 31, 2021, with the Aviation Authority having options to renew the Contract for two (2) additional periods of one (1) year each. The first renewal option is due to expire on December 31, 2022.

This Contract requires New Image Upholstery, Inc. to furnish all labor, supervision, transportation, tools, equipment, incidentals and procedures necessary to provide rattan/wicker chair repair, new rattan/wicker chair covers, including the cleaning or re-upholstering of damaged or worn chairs, and such other rattan/wicker chair repairs and all other items necessary or proper for, or incidental to, performing rattan/wicker chair repair services at the Orlando International Airport and Orlando Executive Airport in accordance with the Contract Documents.

**ISSUES**

Second Renewal Option: January 1, 2023 through December 31, 2023.

Department – Concurs with the renewal option.

Contractor – Based on information known at this time, Contractor has performed satisfactorily during the initial term and the first renewal option.

Pricing is based on unit prices for the following types of rattan/wicker chair repair services: (1) re-upholster chair, (2) repair frame, (3) clean and re-coat chair, (4) replace seat foam, (5) replace foam inserts on back cushion, and (6) replace plywood on back of chair.

The actual amount paid to Contractor is based on actual work requested, performed, and approved by the Aviation Authority. The annual value for the second renewal option is a total not-to-exceed amount of \$98,320 with no unit price increases for the second renewal option.

Although Purchasing Contract 01-19 did not include a Minority and Women Business Enterprise (MWBE) or a Local Developing Business (LDB) participation requirement, New Image Upholstery, Inc. has been certified as a Disadvantaged Business Enterprise (DBE) under the Aviation Authority's DBE Policy.

**FISCAL IMPACT**

The fiscal impact for the second renewal option is a not-to-exceed amount of \$98,320. Funding will be from the Operations and Maintenance Fund account code number 301.631.210.5460001.000.100243. Funds expected

to be spent under the contract in the current fiscal year are within budget. Funding required in current and subsequent fiscal years will be allocated from the Operations and Maintenance Fund, as approved through the budget process and when funds become available.

### **RECOMMENDED ACTION**


It is respectfully requested the Concessions/Procurement Committee approve that the following be recommended to the Chief Executive Officer: (1) approve Amendment No. 2, Second Renewal Option to Purchasing Bid 01-19, Rattan/Wicker Chair Repair Services, with New Image Upholstery, Inc.; (2) authorize funding in a not-to exceed amount of \$98,320 from the Operations and Maintenance Fund; and (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

### Attachments

A – Contract History

B – Finance Form



Approved by CPC:

Gail Musselwhite  
**Gail Musselwhite** Sep 26 2022 2:55 PM  


\_\_\_\_\_  
Signing/Acknowledging Recording Secretary

\_\_\_\_\_  
Date

Approved:

 Kevin Thibault  
Sep 27 2022 10:24 AM  


\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

**ATTACHMENT "A-2"**

**SUMMARY OF CONTRACT REVISIONS**

**01-19, RATTAN/WICKER CHAIR REPAIR SERVICES**

<b>CONTRACT</b>	<b>APPROVALS</b>	<b>DESCRIPTION</b>	<b>TERM</b>	<b>DOLLARS</b>
Initial Term	<ul style="list-style-type: none"> <li>• 07/23/2018 CPC Approved</li> <li>• 08/15/2018 Board Approved, Item D</li> </ul>	36 Months Contract Award	01/01/2019 to 12/31/2021	\$293,160
Amendment No. 1	<ul style="list-style-type: none"> <li>• 04/19/2021 PM Memo</li> <li>• CEO 5/21/21</li> </ul>	First Renewal Option	01/01/2022 to 12/31/2022	\$98,320
Amendment No. 2	<ul style="list-style-type: none"> <li>• <b>09/12/2022 CPC, Item A</b></li> </ul>	Second Renewal Option	<b>01/01/2023 to 12/31/2023</b>	<b>\$98,320</b>
<b>Total Contract Value with all Changes (approved and proposed)</b>				<b>\$489,800</b>





## Marie Dennis

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**From:** Sharda Sanassi  
**Sent:** Monday, October 24, 2022 10:56 AM  
**To:** GOAA Designees; Directors and Aides; Finance  
**Cc:** Zaira Rodriguez  
**Subject:** Designee for Chief Financial Officer - Ms. Kathleen Sharman

Good Morning,

Please be advised that Ms. Kathleen Sharman, Chief Financial Officer, will be out of the office from Monday, October 24 (noon) to Friday, October 28 and is expected to return on Monday, October 31, 2022. During her absence, Ms. Marie Dennis, Director of Finance, will be her designee. Ms. Dennis can be reached at [marie.dennis@goaa.org](mailto:marie.dennis@goaa.org) or (407) 825-3590.

Thank you for your time.

Best Regards,

*Sharda Sanassi*

Executive Assistant to the Chief Financial Officer  
Finance Department  
Orlando International Airport  
One Jeff Fuqua Boulevard  
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