

GOAA DATE 10/20/2021
ITEM NO. 12
DOCUMENTARY # 101833

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
ABM AVIATION INC

TO

PURCHASING CONTRACT 03-18

THIS AMENDMENT NO. 2 made and entered into as of the 12 day of January, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and ABM AVIATION, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 1, 2018, and as amended by Amendment No. 1 dated April 1, 2021, Contractor agreed to provide Operation and Management of Parking Facilities for the Authority at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides 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 second 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 twelve (12) months, commencing effective as of February 1, 2022, and expiring January 31, 2023.

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-2", Second Renewal Option Prices, for Management Fee, and Reimbursable Payroll and Operating Expenses 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.** Prior to the execution of this Amendment No. 2, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **Two Million, Five Hundred Thousand, and 00/100 Dollars (\$2,500,000.00)**.

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. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

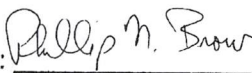
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:



Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown
By:  Jan 12 2022 4:07 PM
Chief Executive Officer


[Official Seal]

ATTEST:


~~Secretary~~
Assistant Secretary

“CONTRACTOR”

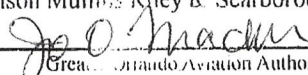
ABM AVIATION, INC.

By: 
Its: Senior Vice President, Operations

Scott Hutchison, Senior Vice President, Operations
Print or Type Name and Title

[Corporate Seal]

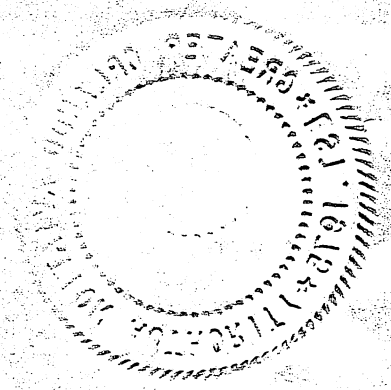


Approved as to Form and Legality
this 10 day of January, 20 22
Nelson Mullins Kitey & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

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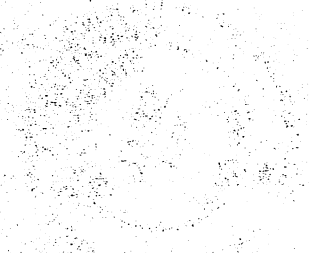
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ATTACHMENT "A-2"

SECOND RENEWAL OPTION PRICES
OPERATION AND MANAGEMENT OF PARKING FACILITIES

Management Fee*	\$ <u>1,999,866.00</u>
Reimbursable Payroll and Operating Expense Budget** (Not To Exceed Amount)	\$ <u>4,471,634.00</u>
<u>Second Renewal Option Total Estimated Value</u>	\$ <u>6,471,500.00</u>

* Management Fee shall include all costs as outlined in Section 2.3 of the General Conditions, Page GC-2.

Reimbursable Payroll and Operating Expense Budget shall include all costs as outlined in Section 2.4 of the General Conditions, Page GC-2. It is estimated that 130 FTE reimbursable positions as outlined in Section 2.4.1, of the General Conditions, Page GC-2, will be needed for the performance of this Contract. The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of reimbursable FTE positions may range between 120 and 140 as actual conditions may cause the number of positions to be adjusted accordingly. **The Authority shall only reimburse for the actual positions requested and approved by the Authority and satisfactorily provided by the Contractor.