

#### AMENDMENT NO. 3

#### BY AND BETWEEN

# GREATER ORLANDO AVIATION AUTHORITY AND FLORIDA CLEANING SYSTEMS, INC.

TO

## **CONTRACT 06-19**

THIS AMENDMENT NO. 3 made and entered into as of the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and FLORIDA CLEANING SYSTEMS, INC. (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, by Agreement dated March 1, 2019, and as amended by Amendment No. 1 dated September 27, 2019, and Amendment No. 2 dated March 4, 2022 the Contractor agreed to provide the Authority with Parking Garage Janitorial Maintenance services at the 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 and Contractor agrees 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 March 1, 2022, and expiring February 28, 2023.
- 2. <u>Compensation</u>. 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-3", First Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. <u>Contractor's Performance Bond</u>. Prior to the execution of this Amendment No. 3, Contractor shall furnish the 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 Eight Hundred Twenty Thousand Dollars (\$820,000.00).
- 4. <u>Suit/Proceedings</u>. 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 waíves 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 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."
- 6. <u>Continuing Effect of Agreement Provisions</u>. Except as amended by this Amendment No.3, 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. 3 to be duly executed as of the date and year first above written.

	"AUTHORITY"				
ATTEST:	GREATER ORLANDO AVIATION AUTHORITY				
Assistant Secretary					
	Thomas W. Draper Acting Chief Executive Officer				
[Official Seal]	·				
ATTEST: Secretary	"CONTRACTOR"  FLORIDA CLEANING SYSTEMS, INC.				
	By:				
	Its: Cheit Operating Officer Roger Barrios COO				
•	Print or Type Name and Title				

[Corporate Seal]

Approved as to Form and Legality
th. 7 day of MMM, 20 3

No. Mullins Riley & Scarborough, LLP
By Orlando Aviation Authority

### ATTACHMENT "A-3" OPTION YEAR 1

Reneva Gelen t	TOTAL SOLATE	DAY TORKE			DAYS PER	appolari sa il
	FEET		260		75-01	105
Sheet 1: North Terminal Parking Garage A, R-1	460,194	\$238.00	\$246.57	х	365	\$89,997.32
Sheet 2: North Terminal Parking Garage B, R-1	465,045	\$166.00	\$171.98	х	365	\$62,771.24
Sheet 3: North Terminal Parking Garage A, R-2	434,487	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 4: North Terminal Parking Garage B, R-2	434,050	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 5: North Terminal Parking Garage A, P-1	435,090	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 6: North Terminal Parking Garage B. P-1	434,712	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 7: North Terminal Parking Garage A, P-2	435,090	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 8: North Terminal Parking Garage B, P-2	434,712	\$165.00	\$170.94	Х	365	\$62,393.10
Sheet 9: North Terminal Parking Garage A, P-3	442,373	\$165.00	\$170.94	X	365	\$62,393.10
Sheet 10: North Terminal Parking Garage B, P-3	439,956	\$165.00	\$170.94	х	365	\$62,393.10
Sheet 11: North Terminal Parking Garage A, P-4	169,814	\$65.00	\$67.34	х	365	\$24,579.10
Sheet 12: North Terminal Parking Garage B, P-4	169,790	\$65.00	\$67.34	Х	365	\$24,579.10
Sheet 13: North Terminal Top Parking, LV 4	140,957	\$63.00	\$65.27	х	365	\$23,822.82
Sheet 14: North Terminal Top Parking, LV 5	135,245	\$59.00	\$61.12	х	365	\$22,310.26
Sheet 15: North Terminal Top Parking, LV 6	135,347	\$59.00	\$61.12	Х	365	\$22,310.26
Sheet 16: North Terminal Top Parking, LV 7	126,789	\$51.00	\$52.84	х	365	\$19,285.14
Sheet 17: North Terminal Top Parking, LV 8	126,845	\$42.00	\$43.51	х	365	\$15,881.88
Sheet 18: North Terminal Top Parking, LV 9	118,401	\$42.00	\$43.51	х	365	\$15,881.88
Sheet 19: North Terminal Top Parking, LV 10	117,775	\$42.00	\$43.51	х	365	\$15,881.88
Sheet 20: North Terminal Top Parking, LV 11	128,268	\$42.00	\$43.51	х	365	\$15,881.88
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	\$19.00	\$19.6B	х	365	\$7,184.66
Sheet 22: Taxi Hold Facility	407,350	\$70.00	\$72.52	х	365	\$26,469.80
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	\$43.00	\$44.55	x	365	\$16,260.02
Sheet 24: North Cell Lot	202,913	\$31.00	\$32.12	х	365	\$11,722.34
Sheet 25: South Terminal Parking Garage C, R-1	162,615	\$105.00	\$108.78	х	365	\$39,704.70
Sheet 26: South Terminal Parking Garage C, R-2	146,927	\$96.00	\$99.46	х	365	\$36,301.44
Sheet 27: South Terminal Parking Garage C, P-1	195,634	\$129.00	\$133.64	х	365	\$48,780.06
Sheet 28: South Terminal Parking Garage C, P-2	195,208	\$128.00	\$132.61	х	365	\$48,401.92
Sheet 29: South Terminal Parking Garage C, P-3	170,055	\$112.00	\$116.03	Х	365	\$42,351.68
Sheet 30: South Terminal Parking Garage C, P-4	136,371	\$89.00	\$92.20	х	365	\$33,654.46
Sheet 31: Additional South Terminal Areas	67,640	\$21.00	\$21.76	X	365	\$7,940.94
Sheet 32: South Cell Lot	46,032	\$22.00	\$22.79	X	365	\$8,319.08
Sheet 33: B-52 Park	84,939	\$118.00	\$122.25	Х	365	\$44,620.52

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Sheet 34: NPP (Blue Lot)	35	\$39.56	\$40.98	X	365	\$14,959.22
Sheet 35: WPP (Gold Lot)	20	\$24.05	\$24.92	X	365	\$9,094.27
Sheet 36: EPL (Employee Lot)	55	\$62.16	\$64.40	. x	365	\$23,505.18
Sheet 37: SPP (Red Lot)	35	\$39.56	\$40.98	Х	365	\$14,959.22
. Company of the last				×	965	AVIAL PRICE
Phase II Garage C Level 1 Ground	72,857	\$48.09	\$49.82	Х	365	\$18,184.75
Phase II Garage C Level 2 Ground	78,336	\$52.80	\$54.70	х	365	\$19,965.79
Phase II Garage C Level 3 Platform	88,237	\$59.65	\$61.80	х	365	\$22,556.05
Phase II Garage C Level 4 Platform	70,599	\$47.44	\$49.15	. х	365	\$17,938.96
Phase II Garage C Level 5	55,593	\$37.47	\$38.82	Х	365	\$14,168.91
Phase II Garage C Level 6	55,491	\$37.40	\$38.75	х	365	\$14,142.44
Phase II Garage C Level 7	7,478	\$15.97	\$16.54	х	365	\$6,038.90
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Additional Services	\$20.7	'5	\$21.50	X	200	\$4,299.40
Rental Equipment (at Contractor's Cost)				\$20,000.00		
AMENDMENT NO. 3 TOTAL ESTIMATED CONTRACT PRICE					\$1,423,852.26	



# Travelers Casualty and Surety Company of America Hartford, CT 06183

# Continuation Certificate For use with Annual Bond Form

Bond No. <u>107027033</u>		
In consideration of <u>\$0.00</u> dollars renewal premi	22	unt ,
in favor of GREATER ORLANDO AVATION AUTORITY	in connect	ion
with Annual Performance Bond	is hereby extended to February 28, 2023	•
This Certificate is subject to the same terms and condition	ns as set forth in the aforementioned Bond.	
This continuation certificate is executed upon the express	condition that the surety's liability under said bond, and any a	ınd
all continuation certificates, shall not be cumulative and s	shall in no event exceed the amount of said bond, as herein	set
forth, regardless of the number of periods the bond is	is extended. The referenced bond shall be subject to all	its
agreements, limitations and conditions except as herein ex	xpressly modified.	
SIGNED, SEALED AND DATED this <u>2nd</u> day of _	March , 2022 .	
	FLORIDA CLEANING SYSTEMS, INC.	
В	By:	
	Princ	ipal
	T	
	Travelers Casualty and Surety Company of America	
В	By:	
	Kevin Wojtowicz, Attorney-in-I	act
	Mar ABY Och	rai
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Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin Wojtowicz of SAINT PETERSBURG

Florida , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February,







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Sentor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vi

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, of conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary 'Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this







Kevin E. Hughes, Assistant Secretary