GOAA DATE:

10/19/2022

ITEM #:

7.M

DOCUMENTARY NO:

101524

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

FIRST VEHICLE E SERVICES INCORPORATED

TO

PURCHASING CONTRACT 18-18

THIS AMENDMENT NO. 2 made and entered into as of the <u>27th</u> day of <u>December</u>, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **FIRST VEHICLE E SERVICES INCORPORATED** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated September 1, 2018 and Amendment No. 1 dated June 30, 2021, Contractor agreed to provide the Aviation Authority with Vehicle and Equipment Maintenance Services for the Orlando International Airport and Orlando Executive Airport, Orlando, Florida; and

WHEREAS, the First Option of the Contract expires on August 31, 2024; and

WHEREAS, the Aviation Authority has requested the Contractor to add additional mechanics/technicians based on the current Contract pricing. The Authority desires to increase the Minimum Staffing for mechanics to eleven (11); and replace the Service Writer position with a Shop Supervisor.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

- 1. <u>Effective Date</u>. The date of this Contract Adjustment shall commence on November 1, 2022 and expire August 31, 2024.
- 2. <u>Contract Adjustment</u>. Contractor's Staffing shall be and hereby is amended to eleven (11) mechanics, an increase of two (2) mechanics per Specifications Section 1.6.13 Minimum Staffing Requirements and Specifications Section 3.18.5 Performance Standards; and replace the Service Writer position with a Shop Supervisor position;

Specifications Sections 1.6.13 and 1.6.20 are hereby replaced with revised Sections 1.6.13 and 1.6.20 as per Attachment "A-2", Minimum Staffing Requirements and Shop Supervisor respectively and incorporated in this Amendment as reference.

- **3.** <u>Compensation</u>. 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 "B-2", Additional Staff Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 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 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.** <u>Continuing Effect of Contract Provisions</u>. 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.

	"AVIATION AUTHORITY"		
ATTEST:	GREATER ORLANDO AVIATION AUTHORITY		
Assistant Secretary	By:Chief Executive Officer		
	Print or Type Name and Title		
	Date:		
[Official Seal]			
	"CONTRACTOR"		
ATTEST:	FIRST VEHICLE SERVICES INCORPORATED		
Much the	ву:		
Secretary	Its: CFO		
[CORPORATE SEAL]	Mark Williams		
	Print or Type Name and Title		
	Date: 11-18-22		



Approved as to Form and Legality
this 19 day of December , 20 22
Nelson Mullins Riley & Scarborough, LLP
By Greater Orlando Aviation Authority

From: Anna Farmer
To: Directors and Aides

Cc: James Knusalla; Elliot Martinez Fraticelli
Subject: Designee for Chief Executive Officer
Date: Thursday, December 22, 2022 4:58:09 PM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Sunday, December 25, 2022 thru Sunday, January 1, 2023. During his absence Ms. Kathleen Sharman, Chief Financial Officer, will be his designee. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

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

Attachment "A-2"

Minimum Staffing Requirements and Shop Supervisor Vehicle and Equipment Maintenance Services for Orlando International Airport

1.6.13 Minimum Staffing Requirement for OIA Repair Facility and Bus Repair Facility

NO. OF STAFFING	POSITION	LOCATION In the OIA or Bus Repair Facilities		
1	Manager			
1	Shop Supervisor	In the OIA Repair Facility		
1	Office Administrator	In the OIA Repair Facility		
2	Parts Clerk	In the OIA Repair Facility		
6	Master Mechanics	In the OIA Repair Facility		
2	Non-Master Mechanic	In the OIA Repair Facility		
3	Master Mechanics	In the Bus Repair Facility		

1.6.20 Requirements for Shop Supervisor:

The Contractor shall provide a full time <u>Shop Supervisor</u> (forty (40) hours per week who shall also perform Maximo data-entry duties.

This position will provide technical management of fleet maintenance and support activities including planning, staffing, monitoring and analyzing maintenance requirements, schedules and contract compliance. Will direct and supervise the shop floor and is responsible for overall work performance, and inspection of completed work to ensure quality standards are being met. Ensures employees observe work rules and safety practices.

1.6.20.1	Oversees the daily functions of the maintenance personnel at one or more project sites ensuring the most effective allocation of resources.		
1.6.20.2	Evaluate incoming work, prioritize, and assign work accordingly to the strengths of their technicians.		
1.6.20.3	Assists in diagnostic troubleshooting.		
1.6.20.4	Performs maintenance management functions as directed by contract language, adhering to all contract schedules.		
1.6.20.5	Assist with performing quality control inspections on repaired work before returning vehicle to customer		
1.6.20.6	Ensures proper information flow of work order data to the administrative section.		
1.6.20.7	Works directly with fleet management to respond to maintenance requirements.		
1.6.20.8	Assists customers and upper management and direct with any special reports and summaries.		
1.6.20.9	Serves as a resource for subordinate personnel.		
1.6.20.10	Serves as the General Manager's replacement in his/her absence.		

- 1.6.20.11 The above duties are not meant to restrict initiative, but rather to define minimum activities. These duties may be altered to suit the needs of the company as needed.
- 1.6.20.12 Create and update the Maximo Work Order and input the following information in Real-Time when an Asset is brought into the shop: i) Operator or Driver contact information, ii) the vehicle/equipment information (year/make/model/mileage etc.), and iii) document the complaint, problem, and symptoms regarding the reason the Asset was brought in. Note: the Service Consultant is not expected to actually diagnose the problem just document the facts and symptoms of the complaint (i.e., reason vehicle or equipment was brought to shop due to "check-engine light on" or an obvious problem, as in the window being broken).
- 1.6.20.13 Assign a mechanic (or Manager may assign the mechanic) to the vehicle to make the necessary repair. Ensure the Maximo work order is in the "WSHOP" status as soon as Contractor is notified or aware that the Asset is available to be worked on.
- 1.6.20.14 Change the Maximo work order status to the appropriate status to reflect actual progress of the work (such as "WSCH" "INPRG" or "WMAT" or "COMP", etc.).
- 1.6.20.15 Once the repair or service is completed, notify Asset's Operator or Driver via telephone or radio (see Attachment J for Custodian/Operator contact list) that vehicle is ready for pick up and then update the Maximo work order status to COMP (complete).
- 1.6.20.6 Manage, collect, file, and distribute Technical Bulletins received from the Authority and from equipment and system manufacturers for the Contractor and Subcontractor(s) staff.

Attachment "B-2"

Additional Staff Pricing Vehicle and Equipment Maintenance Services for Orlando International Airport

OIA / Services Type / Location	Monthly	Unit Price	Extended Price
Year 2 / One (1) Additional Master Mechanic (ASE or EVT)	10	\$6,281.88	\$62,818.77
Year 3 / One (1) Additional Master Mechanic (ASE or EVT)	12	\$6,382.39	\$76,588.65
Year 2 / One (1) Additional Non-Master Mechanic	10	\$5,757.64	\$57,576.42
Year 3 / One (1) Additional Non-Master Mechanic	12	\$5,849.76	\$70,197.17
Year 2/Shop Supervisor	10	\$8,660.61	\$86,606.10
Year 3/Shop Supervisor	12	\$8,660.61	\$103,927.32
Additional Work Per Mechanic	Hourly	Unit Price	Extended Price
Year 2 / OIA / Additional Work During Non-Standard Hours	500	\$52.33	\$26,167.08
Year 3 / OIA / Additional Work During Non-Standard Hours	500	\$53.17	\$26,585.75
			\$510,467.25