

AMENDMENT NO. 4

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
FLAGSHIP AIRPORT SERVICES, INC.**

TO

CONTRACT 03-20

THIS AMENDMENT NO. 4 made and entered into as of Oct 31, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **FLAGSHIP AIRPORT SERVICES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated October 1, 2019, as amended by Amendment No.1 dated October 1, 2019, Amendment No. 2 dated August 22, 2022 and Amendment No. 3 dated September 7, 2022, Contractor agreed to provide the Aviation Authority with Terminal Janitorial Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provided the Aviation Authority with one (1) three (3) year option to renew the term of the Contract; and

WHEREAS, the Aviation Authority Board requested and approved that renewal terms for the janitorial services include three (3) one (1) year options to renew in order to align the Contract renewal terms with the Aviation Authority Board's policy objectives for more flexibility in renewal terms.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement 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 October 1, 2023 and expiring September 30, 2024.

2. Contract Adjustment. Section 2.8.1.14 is revised to include paid time leave for bereavement and Jury duty and shall read:

2.8.1.14 Paid Vacation, **Bereavement, Jury Duty** and Sick leave shall be taken in accordance with Contractor's policy as approved by the Authority. The Authority will not reimburse Contractor for any accrued Vacation and Sick leave at the time of Contract expiration, at the end of any Contract Year, or upon employee termination for any reason. Contractor shall provide their policy on Vacation and Sick leave benefits upon contract execution.

The effective date of this revision will be effective as of October 1, 2022.

3. **Compensation**. The Aviation Authority shall pay to the Contractor during the first renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Management Fee and Reimbursable Expenses as shown on Attachment "A-4", Second Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.

4. **Contractor's Performance Bond**. Prior to execution of this Amendment No. 4, Contractor shall furnish Aviation 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 Six Million Dollars (\$6,000,000.00) (see Attachment "B-4").

5. **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.

6. **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."

7. **Continuing Effect of Agreement Provisions**. Except as amended by this Amendment No. 4, 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. 4 to be duly executed as of the date and year first above written.

“AVIATION AUTHORITY”

**GREATER ORLANDO AVIATION
AUTHORITY**



By: _____
Chief Executive Officer

“CONTRACTOR”

FLAGSHIP AIRPORT SERVICES, INC.



Its: _____
James M. Mikacich, NVP Aviation Sales

Print or Type Name and Title

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Greater Orlando
Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By: Jo O. Thacker

Date: **Oct 29, 2023**

ATTACHMENT A-4
03-20 TERMINAL JANITORIAL MAINTENANCE
Renewal Option No. 2 Summary
October 1, 2023 - September 30, 2024

MANAGEMENT FEE

	<u>FTE</u>	<u>Rate</u>	<u>Renewal Year 2</u>	<u>CPI Increase</u>
Management Staff				
On-Site Manager	1		\$ 141,194	5%
Assistant Manager - Prime	3		\$ 250,604	5%
Assistant Manager - Sub	2		\$ 187,131	5%
Assisant Manager - Training, Safety & Customer Experience	1		\$ 83,538	5%
Admin/HR/Finance - Prime	2		\$ 115,290	5%
Admin/HR/Finance - Sub	2		\$ 115,311	5%
	<u>11</u>		<u>\$ 893,067</u>	

Other Costs:

- Contractor Overhead & Profit			\$ 1,311,860	5%
- FL Cleaning Overhead & Profit			\$ 314,717	5%
- Sterling Overhead & Profit			\$ 220,626	5%
- Southeast Overhead & Profit			\$ 91,928	5%
- Workers Comp			\$ 1,661,751	5%
- General Liability Insurance, other Insurances...			\$ 849,503	5%
- Performance Bond & Customs Bond			\$ 72,251	5%
- Payroll Processing			\$ 159,212	5%
- Recruiting Expenses/Training			\$ 81,785	5%
- Badges & Keys			\$ 23,877	5%
- Office & Operating Supplies			\$ 84,063	5%
- Vehicles, Utility Carts, Lifts, Lull...			\$ 98,501	5%
- Tools & Equipment			\$ 412,650	5%
- Staff Engagement			\$ 96,453	5%
- Cleaning Management Software			\$ 46,190	5%
- Misc			\$ 52,238	5%

Management Fee Total **\$ 6,470,700**

REIMBURSABLE EXPENSES

	<u>FTE</u>	<u>Rate</u>		
Payroll Expenses:				
<u>Main Terminal:</u>				
- Supervisors	7	\$20.53	\$ 332,880	5%
- Supervisors - Cycle Cleaning - 3rd Shift	1	\$20.53	\$ 44,844	5%
- Quality Control	1	\$20.53	\$ 62,954	5%
- Policier	120	\$16.48	\$ 4,319,650	5%
- General Cleaners	64	\$16.48	\$ 2,303,813	5%
- Window Cleaner/Carpet Spotter/ERT	3	\$16.48	\$ 101,069	5%
- Floor Care	13	\$16.48	\$ 483,192	5%
- Cycle Cleaner/ERT	3	\$16.48	\$ 107,991	5%
- Recycling/ERT	3	\$16.48	\$ 101,069	5%
<u>Airside 1:</u>			\$ -	5%
- Supervisors	3	\$20.53	\$ 125,908	5%
- Supervisors - Cycle Cleaning	1	\$20.53	\$ 62,954	5%
- Quality Control	1	\$20.53	\$ 62,954	5%
- Policier	35	\$16.48	\$ 1,259,898	5%
- General Cleaners	15	\$16.48	\$ 555,878	5%
- Window Cleaner/Carpet Spotter/ERT	1	\$16.48	\$ 50,534	5%
- Floor Care	2	\$16.48	\$ 71,994	5%
- Cycle Cleaner/ERT	2	\$16.48	\$ 71,994	5%
<u>Airside 2:</u>			\$ -	5%
- Supervisors	3	\$20.53	\$ 125,908	5%
- Supervisors - Cycle Cleaning	1	\$20.53	\$ 62,954	5%
- Quality Control	1	\$20.53	\$ 62,954	5%
- Policier	12	\$16.48	\$ 431,965	5%
- General Cleaners	5	\$16.48	\$ 179,985	5%

- Window Cleaner/Carpet Spotter/ERT	0	\$16.48	\$	-	5%
- Floor Care	1	\$16.48	\$	35,997	5%
- Cycle Cleaner/ERT	2	\$16.48	\$	71,994	5%
<u>Airside 3:</u>			\$	-	5%
- Supervisors	3	\$20.53	\$	125,908	5%
- Supervisors - Cycle Cleaning	1	\$20.53	\$	62,954	5%
- Quality Control	0	\$20.53	\$	-	5%
- Policier	29	\$16.48	\$	1,061,222	5%
- General Cleaners	15	\$16.48	\$	555,878	5%
- Window Cleaner/Carpet Spotter/ERT	1	\$16.48	\$	50,534	5%
- Floor Care	2	\$16.48	\$	71,994	5%
- Cycle Cleaner/ERT	1	\$16.48	\$	35,997	5%
<u>Airside 4:</u>			\$	-	5%
- Supervisors	4	\$20.53	\$	170,752	5%
- Supervisors - Cycle Cleaning	1	\$20.53	\$	62,954	5%
- Quality Control	0	\$20.53	\$	-	5%
- Policier	32	\$16.48	\$	1,151,907	5%
- General Cleaners	5	\$16.48	\$	179,985	5%
- Window Cleaner/Carpet Spotter/ERT	6	\$16.48	\$	230,520	5%
- Floor Care	6	\$16.48	\$	230,520	5%
- Cycle Cleaner/ERT	4	\$16.48	\$	158,526	5%
<u>SAPM:</u>			\$	-	5%
- Supervisors	3	\$20.53	\$	125,908	5%
- Supervisors - Cycle Cleaning	1	\$20.53	\$	62,954	5%
- Quality Control	0	\$20.53	\$	-	5%
- Policier	9	\$16.48	\$	323,974	5%
- General Cleaners	6	\$16.48	\$	202,137	5%
- Window Cleaner/Carpet Spotter/ERT	0	\$16.48	\$	-	5%
- Floor Care	1	\$16.48	\$	50,534	5%
- Cycle Cleaner/ERT	1	\$16.48	\$	50,534	5%
<u>Other Positions:</u>			\$	-	5%
- Zimek Operator/ERT	1	\$16.48	\$	35,997	5%
- Bio-Hazard & Regulated Trash	2	\$16.48	\$	71,994	5%
- Supervisor - Inventory Control	1	\$20.53	\$	44,844	5%
- Inventory Control	2	\$16.48	\$	71,994	5%
- Equipment Tech/Mechanic	1	\$16.48	\$	35,997	5%
- Vacation & Sick Coverage		\$16.48	\$	-	5%
- Overtime			\$	163,179	5%
- 401K			\$	130,543	5%
- Payroll Taxes: Social Security, Medicare, State & Federal Unemployment			\$	1,524,495	5%
- Health Insurance			\$	1,146,071	5%
	445		\$	19,282,200	
Other Expenses:					
- Consumables and Cleaning Supplies			\$	687,435	5%
- Uniforms			\$	134,337	5%
- Regulated Waste Disposal			\$	16,055	5%
- Subcontracted Work (Excluding Participation)			\$	52,500	5%
			\$	890,400	

Total Reimbursable Expenses (Not to exceed budget provided by GOAA) \$ 20,172,800

TOTAL AMENDMENT No. 4 VALUE 456 \$ 26,643,500



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
 Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
 Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

CONTINUATION CERTIFICATE

Principal:
 Flagship Airport Services, Inc.

Bond No.: BMF1004372

Date: September 12, 2023

1050 N. 5th Street

Continuation Term: Commercial Contracts Bond

From: October 1, 2023 **To:** October 1, 2024

San Jose CA 95112

Obligee:
 Greater Orlando Aviation Authority

Agent:
 Woodruff-Sawyer & Co

Orlando International Airport

50 California St Fl 12, Fl 12

Orlando FL 32827

San Francisco, CA 94111-4646

Bond Amount: \$ \$6,000,000.00

Premium: \$ \$60,000.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."

The Hanover Insurance Company

By: Valerie Takeuchi
 Valerie Takeuchi, Attorney-in-Fact

CC: 5701047



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Kelly Holtemann, Joan DeLuca, Charles R. Shoemaker, Thomas E. Hughes, Alicia Dass, Zachary V. Overbay, Rossio Polio, Christina Parsons; Valerie Takeuchi; Karen Rhodes, Andrew S. Holloway and/or Patrick R. Diebel

Of **Woodruff-Sawyer & Co. of San Francisco, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, in any amount

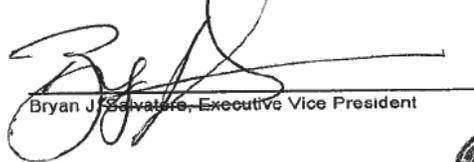
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

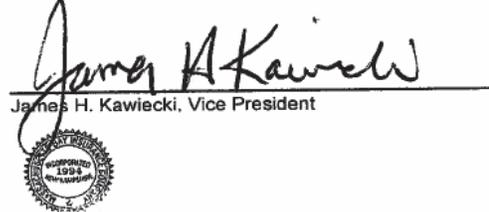
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of **December, 2022**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Salvatore, Executive Vice President

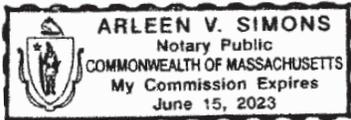
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

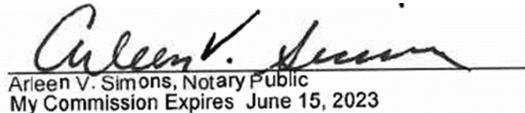

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 14th day of **December, 2022** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of September, 2023.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

CERTIFIED COPY