

GOAA DATE 7/15/2020  
ITEM NO. 6-3  
DOCUMENTARY # 100854

**AMENDMENT NO. 3**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
BLOOMSBURG CARPET INDUSTRIES, INC.**

**TO**

**PURCHASING CONTRACT 01-18**

*October* THIS AMENDMENT NO. 3 made and entered into as of the 16<sup>th</sup> day of October, 2020, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and BLOOMSBURG CARPET INDUSTRIES, INC. (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated December 1, 2017, and as amended by Amendment No. 1 dated May 23, 2018, and Amendment No. 2 dated July 31, 2018, Contractor agreed to provide Woven Level Loop and Cut and Loop Carpet Procurement at the Orlando International Airport, Orlando, Florida; and

the Contract provides Authority with thirty-six (36) months initial service and with the Authority having two (2) options to renew the term of the Contract for periods of one (1) year; and

**WHEREAS**, Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) year; and

**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 the 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 December 1, 2020 and expiring November 30, 2021.
- 2. Compensation.** 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. Contractor's Performance Bond.** Upon execution of this Amendment No. 3, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond or Letter of Credit for the extended term in an amount, which is not less than to **Two Hundred Fifty-Six Thousand Two Hundred Thirty-Three Dollars (\$256,233.00)**.
- 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. 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.

**7. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 3, 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. 3 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST

  
Larissa Bauvarquez  
on behalf of  
Darcy Bernette-Snyder  
Assistant Secretary

[Official Seal]

GREATER ORLANDO AVIATION AUTHORITY

By:   
Chief Executive Officer

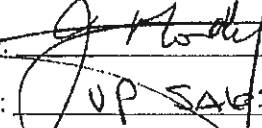
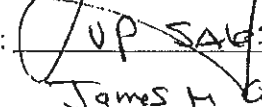
"CONTRACTOR"

ATTEST:

  
Secretary

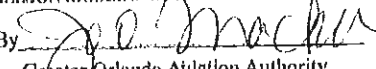
[CORPORATE SEAL]

BLOOMSBURG CARPET INDUSTRIES, INC.

By:   
Its:   
James H. Cooy  
Print or Type Name and Title

Approved as to Form and Legality  
this 13 day of October, 2020

NELSON MULLINS BRIGGS AND CASSEL

By:   
Greater Orlando Aviation Authority

**DELEGATION OF AUTHORITY**

The undersigned, President of Bloomsburg Carpet Industries, Inc., a Delaware Corporation pursuant to the authority vested in him by a certain resolution adopted by the Board of Directors of the Company on March 31, 2020, hereby authorizes:

Name of the person that is authorized to sign Contract/Agreements

James M. Cody, Vice President of Sales

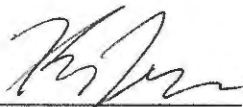
to perform, on behalf of the company, the acts described below:

To execute and delivery any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business.

This authority shall remain in full force and effect until December 31, 2022.

Bloomsburg, PA

Signed and sealed at ~~(city)~~, (~~State~~), this 12th day of October, 2020.

Thomas Habib 

Sign and type name of President

Attest:

Angelo Zuffato 

Sign/type name of Secretary of Corporation

Affix Corporate Seal



**ATTACHMENT "A-3"**  
**01-18 WOVEN LEVEL LOOP AND CUT AND LOOP CARPET PROCUREMENT**

<b>AUTHORITY PART NUMBER</b>	<b>CARPET NAME</b>	<b>CARPET TYPE</b>	<b>UNIT PRICE PER SQUARE YARD</b>	<b>X</b>	<b>EST. SQUARE YARDAGE*</b>	<b>=</b>	<b>EXTENDED PRICE</b>
<b>WOVEN LEVEL LOOP CARPET</b>							
N0000615	Pattern A	Field	\$26.00	X	4,000	=	\$104,000.00
N0000616	Pattern B	Border	\$26.00	X	2,000	=	\$ 52,000.00
N0000617	Pattern C	Exit Lanes	\$26.00	X	500	=	\$ 13,000.00
N0013528	Pattern F	Passenger Boarding Bridge	\$31.84	X	1,000	=	\$ 31,840.00
N0015065 -OR- NCF15065	Pattern I	Field (Land Side 3A and 3B)	\$33.75	X	2,000	=	\$ 67,500.00
N0015066 -OR- NCF15066	Pattern J	Border (Land Side 3A and 3B)	\$33.75	X	2,000	=	\$ 67,500.00
<b>CUT AND LOOP CARPET</b>							
N0000618	Pattern D	Field	\$31.84	X	8,000	=	\$254,720.00
N0013527	Pattern E	Solid Green Border	\$31.84	X	3,000	=	\$ 95,520.00
<b>ESTIMATED FIRST RENEWAL OPTION</b>							<b><u>\$686,080.00</u></b>

**RENEWAL VERIFICATION**  
**CONTINUATION CERTIFICATE**

In consideration of premium charged,  
Arch Insurance Company hereby continues in force

BOND No. SU1144108

In the amount of \$256,233.00 Dollars

on behalf of Bloomsburg Carpet Industries, Inc.,

as Principal, in favor of Greater Orlando Aviation Authority,

for the period beginning December 1, 2020

subject to all terms and conditions of said bond;

PROVIDED that the liability of Arch Insurance Company  
shall not exceed in the aggregated amount above written, whether the loss shall have occurred during the  
term of said bond or during any continuation or continuations thereof, or partly during said term and partly  
during any continuation or continuations thereof.

Anniversary Premium Period:  
December 1, 2020 - December 1, 2021

SIGNED AND SEALED THIS August 25, 2020

Arch Insurance Company

Surety

By:   
Gina M. Semorelle Attorney-in-Fact

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brent D. Headley, Denise A. Medlar, Gina M. Semonelle, Joseph T. Catania, Mary Lawrence, Nancy C. Buck and Richard G. Anderson of Wilmington, DE (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of July, 2020

Attested and Certified

Patrick K. Nails, Secretary

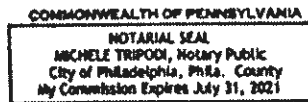


Arch Insurance Company

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 21, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of August 2020

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.