

AMENDMENT NO. 3

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
ABM AVIATION INC**

TO

PURCHASING CONTRACT 03-18

THIS AMENDMENT NO. 3 made and entered into as of the 16th day of September, 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, and Amendment No. 2 dated January 12, 2022 Contractor agreed to provide Operation and Management of Parking Facilities for the Authority at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract to add additional staff needed to support the increase in parking activities, the expansion of the valet operation, and to maintain high levels of customer service.

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

- 1. Increase in Value.** The Increase in Value shall be, and hereby is effective until the end of the Second Renewal Option expiring on January 31, 2023.
- 2. Compensation.** Authority shall pay to the Contractor during the second renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "A-3", Increase In Value 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.** Upon execution of this Amendment No. 3, Contractor's Performance Bond shall remain in effect for the remainder of the second renewal 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. 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, or through the online reporting form at 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:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]

"CONTRACTOR"

ATTEST:

ABM AVIATION, INC.

Secretary

By: _____

Its: Senior Vice President, OPS.

D. SCOTT HUTCHISON, SVP
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 6 day of September, 2022
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

ATTACHMENT "A-3"

INCREASE IN VALUE PRICES
OPERATION AND MANAGEMENT OF PARKING FACILITIES

Management Fee*	\$ <u>153,120.00</u>
Reimbursable Payroll and Operating Expense Budget** (Not To Exceed Amount)	\$ <u>827,600.00</u>
<u>Increase in Value Total Estimated Value</u>	\$ <u>980,720.00</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.