

GOAA DATE 10/21/20

ITEM NO. 5

DOCUMENTARY # 106925

AMENDMENT NO. 1

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 03-18

THIS AMENDMENT NO. 1 made and entered into as of the 1 day of APRIL, 2021, 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, Contractor agreed to provide Operation and Management of Parking Facilities for the Authority at 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 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 twelve (12) months, commencing effective as of February 1, 2021, and expiring January 31, 2022.

2. Compensation. Authority shall pay to the Contractor during the first renewal option, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "A-1", First Renewal Option 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. Prior to the execution of this Amendment No. 1, Contractor shall furnish 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 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. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 1, 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. 1 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary
Larissa Du-Vozquez

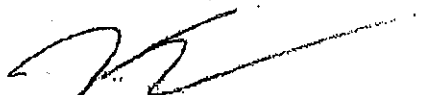
[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: 
Chief Executive Officer

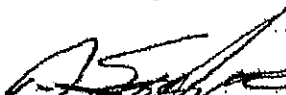
ATTEST:


Asst. Secretary

[Corporate Seal]

"CONTRACTOR"

ABM AVIATION, INC.

By: 
Its: SENIOR VICE PRESIDENT, OPERATIONS
D. Scott Hutchinson
Print or Type Name and Title

Approved as to Form and Legality
this 15 day of March, 2021

NELSON MULLINS BROAD AND CASSEL

By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-1"

**FIRST RENEWAL OPTION PRICES
OPERATION AND MANAGEMENT OF PARKING FACILITIES**

Management Fee*	\$ <u>1,999,866.00</u>
Reimbursable Payroll and Operating Expense Budget** (Not To Exceed Amount)	\$ <u>3,734,904.00</u>
<u>First Renewal Option Total Estimated Value</u>	\$ <u>5,734,770.00</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.

Anna Farmer

From: Anna Farmer
Sent: Thursday, March 25, 2021 5:07 PM
To: GOAA Designees; Directors and Aides
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Phil Brown, Chief Executive Officer, will be out of town from Friday, March 26 through Tuesday, March 30. During his absence, Mr. Tom Draper, Chief of Operations, will be his designee. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Executive Assistant to the CEO

One Jeff Fuqua Boulevard

Orlando, FL 32827

Phone: 407-825-7110

Email: anna.farmer@goaa.org

Website: www.orlandoairports.net





Aon Risk Solutions

December 15, 2020

Christine Revels
ABM AVIATION, INC. DBA AIR SERV FACILITY SERVICES
4151 Ashford Dunwoody Road, Suite 600
Atlanta, GA 30319

RE: Surety: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Bond No.: 106727403
Type: ITB Purchasing Bid 03-18; Operation and Management of Parking Facilities at Orlando
International Airport
Obligee: GREATER ORLANDO AVIATION AUTHORITY

Dear Christine Revels:

Enclosed please find the Continuation Certificate for the captioned bond extending the bond term to 2/1/22.
Please file this Continuation Certificate with the Obligee.

Please contact us should you have any questions.

Sincerely,

Simone Gerhard

enclosures
Record # 2617851

cc: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

*Aon Risk Insurance Services West, Inc.
425 Market Street, Suite 2800, License No.: 0363334
San Francisco, CA 94105 • tel: (213)630-3200 • fax: (800)364-5805
License No. 0363334*

**CONTINUATION
CERTIFICATE**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, Surety upon

a certain Bond No. 106727403

dated effective February 1, 2018
(MONTH-DAY-YEAR)

on behalf of ABM AVIATION, INC. DBA AIR SERV FACILITY SERVICES
(PRINCIPAL)

and in favor of GREATER ORLANDO AVIATION AUTHORITY
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 2/1/2021
(MONTH-DAY-YEAR)

and ending on 2/1/2022
(MONTH-DAY-YEAR)

Amount of bond \$2,500,000.00

Description of bond ITB Purchasing Bid 03-18; Operation and Management of Parking Facilities at Orlando International Airport

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on December 15, 2020
(MONTH-DAY-YEAR)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

By  _____

ATTORNEY-IN-FACT, Simone Gerhard

COLORADO ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado

County of Weld

On DEC 15 2020 before me, Beverly McCoy, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


Beverly McCoy, Notary Public

BEVERLY MCCOY
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20194011592
My Commission Expires 3/25/2023



**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 **Simone Gerhard**, of Los Angeles, California, 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, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior 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
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 Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

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, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any 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 DEC 15 2020 day of



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**