

AMENDMENT NO. 1

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
ABLE TOWING & ROADSIDE, LLC**

TO

CONTRACT 19-22

THIS AMENDMENT NO. 1 made and entered into as of the 13th day of April, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **ABLE TOWING & ROADSIDE, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated April 1, 2022, the Contractor agreed to provide the Authority with Vehicle Towing and Standby Services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides the Authority with two (2) options to renew the term of the Contract for additional periods of one (1) year each; and

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract to include a second standby truck.

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

1. **Contract Adjustment**. Effective on December 1, 2022, Contractor shall provide the identified Additional Standby Vehicle for ten (10) hours a day during peak times to improve response time and assist with towing of vehicles parked in unauthorized areas in the terminal garages.
2. **Compensation**. Authority shall pay to the Contractor during the initial term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, The cost of the second stand-by truck through the end of the 3-year base contract is a not-to-exceed amount of \$242,960. 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. 1, Contractor's Performance Bond shall remain in effect for the remainder of the initial term in an amount, which is not less than Two Hundred Thousand, and 00/100 Dollars (\$200,000.00).
4. **Suit/Proceedings**. The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the 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.


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 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."

6. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 1, 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. 1 to be duly executed as of the date and year first above written.


"AUTHORITY"

ATTEST:


Anna Farmer
Assistant Secretary
Apr 14 2023 1:37 PM
DocuSign

Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY


Kevin Thibault
Chief Executive Officer
Apr 13 2023 5:54 PM
By: DocuSign

[Official Seal]



Apr 14 2023 1:37 PM

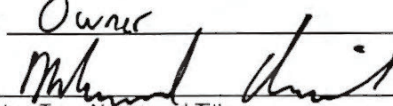
DocuSign

"CONTRACTOR"

ATTEST:

ABLE TOWING & ROADSIDE, LLC

Secretary

By: Mohamed Aburish
Its: Owner

Print or Type Name and Title

[Corporate Seal]

Karen Joana Romero Zambrano


Approved as to Form and Legality
this 10 day of April, 20 23
Nelson Mullins Riley & Scarborough, LLP
By: Joe C. Macher
Greater Orlando Aviation Authority