

AMENDMENT NO. 2

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
STEPP'S TOWING SERVICE, INC.**

TO

PURCHASING CONTRACT 12-17

THIS AMENDMENT NO. 2 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 **STEPP'S TOWING SERVICE, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 1, 2017, and as amended by Amendment No. 1 dated January 31, 2020, Contractor agreed to provide Vehicle Towing and Storage Services at Orlando International Airport and Orlando Executive Airport; 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 renew the term of the Contract for an additional period of one (1) year (Second Renewal Option).

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 (1) year, commencing effective as of February 1, 2021 and expiring January 31, 2022.
2. **Compensation.** The Authority shall pay to the Contractor during the Second Renewal Option of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-2", Second Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **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.

4. **Contractor's Performance Bond.** Prior to the execution of this Amendment No. 2, 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 renewal term of Contract in an amount not less than One Hundred and Fifty Thousand Dollars (\$150,000.00).

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. 2, 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. 2 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary
Larissa San-Vergara

[Official Seal]

“AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

By: 
Chief Executive Officer

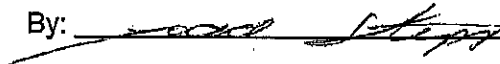
“CONTRACTOR”


STEPP'S TOWING SERVICE, INC.

ATTEST:

Secretary

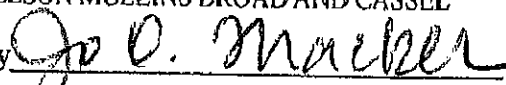
[CORPORATE SEAL]

By: 
Its: CEO / President

 Joe Stepp CEO/President
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

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



ATTACHMENT "A"
Summary of Contract Revisions

12-17 Vehicle Towing and Storage with Stepp's Towing Service

Contract	Approvals	Description	Term	Dollars
Initial Term	<ul style="list-style-type: none"> • CPC 01/09/2017 • Authority Board 01/18/2017 Item "C" 	36 Months (Contract Award)	02/01/2017 Thru 01/31/2018	\$302,450.00
			02/01/2018 Thru 01/31/2019	\$315,950.00
			02/01/2019 Thru 01/31/2020	\$329,450.00
Amendment No. 1	<ul style="list-style-type: none"> • CPC 08/05/2019 • Authority Board 08/28/2019 Item "UU" 	First Renewal Option: 12 Months	02/01/2020 Thru 01/31/2021	\$329,450.00
Amendment No. 2	<ul style="list-style-type: none"> • Pending CPC 08/10/2020 	Second Renewal Option: 12 Months	02/01/2021 Thru 01/31/2022	\$329,450.00
Total Contract Value with all Changes (approved and proposed)				\$1,606,750.00

RECEIVED
JAN 19 2024
GROUND TRANSPORTATION SVCS
PERMIT DEPARTMENT

ATTACHMENT "B-2"

PERFORMANCE BOND FORM

Bond No. 3397694

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Stepp's Towing Service, Inc.
hereinafter called Principal, and
SureTec Insurance Company

_____ a corporation organized under the laws of the State of Texas
and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly
bound unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal
Sum of One Hundred Thousand Dollars (\$150,000.00), for the payment of which sum well
and truly made, Principal and Surety bind ourselves, our heirs, personal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for
Purchasing (Bid/Proposal) 12-17, Vehicle Towing and Storage Services, at Orlando
International Airport and Orlando Executive Airport, in accordance with the Contract Documents
which are incorporated therein by reference and made a part thereof, and which collectively are
herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract,
including, but not limited to, any warranty provisions, in the time and manner
prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited
to, damages caused by delays in the performance of Principal, or latent defects
in the goods or services furnished by Principal), expenses, costs and attorneys'
fees including any attorney's fees, costs, and expenses for and in connection
with all trial and appellate proceedings, that Authority sustains resulting directly
or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other
legal costs (including, but not limited to, those for investigative and legal support
services) including any attorney's fees, costs, and expenses for and in
connection with all trial, appellate and bankruptcy proceedings, that the Authority
sustains resulting directly and indirectly from conduct of the Principal, including,
but not limited to, want of care or skill, negligence, patent infringement, or
intentionally wrongful conduct on the part of the Principal, its officers, agents,
employees or any other person or entity for whom the Principal is responsible,
then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

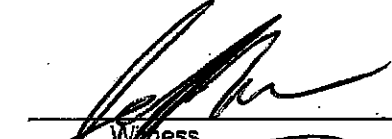
The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

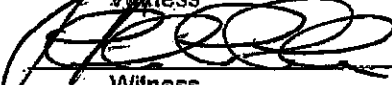
The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Performance Work Statement and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 15th day of January, 20 21, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.


Signed, sealed and delivered
in the presence of:

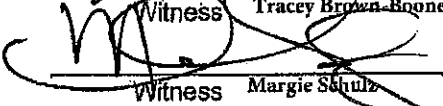


Witness


Witness

(Seal)



Witness Tracey Brown-Boone


Witness Margie Schulz

Stepp's Towing Service, Inc.
Principal (Name of Contractor)

By: John Stepp

(Signature)

Its: President

(Title)

SureTec Insurance Company
Name of Surety

By: Kevin R. Wojtowicz

(Signature) Kevin R. Wojtowicz

Its: Attorney-in-Fact

(Title)

Address: 1000 Central Ave., Suite 200
St. Petersburg, FL 33705

Telephone No.: 727-209-1803

Fax No.: 727-209-1335

E-Mail Address: Mschulz@nielsonbonds.com

N/A

(Countersignature by
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

IMPORTANT: Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Stephanie Stepp, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Todd Stepp who signed the said Bond(s) on behalf of the Principal was then President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Stephanie Stepp
Secretary

(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Kevin Wojtowicz, John R. Neu

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2018 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of February, A.D. 2017.

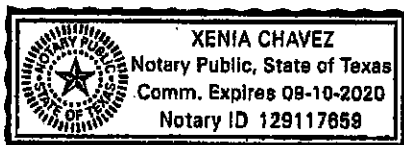
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 27th day of February, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of January 2021, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.