

AMENDMENT NO. 1
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
BRADFORD AIRPORT LOGISTICS, LTD
TO
PURCHASING CONTRACT 20-22

THIS AMENDMENT NO. 1 made and entered into as of the 15th day of September, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BRADFORD AIRPORT LOGISTICS, LTD**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 5, 2022, Contractor agrees to provide Central Receiving and Distribution Center (CRDC) Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires on March 31, 2029 and with the Aviation Authority having options to renew the Contract for one (1) additional period of three (3) years; and

WHEREAS, the Aviation Authority and Contractor agree to amend the Contract as result of the negotiations:

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

The **initial term** agreement will be for eighty-four (84) months in duration and shall be deemed effective as of **April 5, 2022 through April 4, 2029** with one (1) three-year option to renew.

1. **Effective Date.** The effective date of this Amendment shall be as of April 5, 2022.
2. **Contract Adjustment.** All references in the Contract to "Contractor" shall be deemed references to Purchasing Contract 20-22: (i) Page 91 of 104 **Management Fees for CRDC Services**; and (ii) Page 55 of 109 **Exhibit 6 Liquidated Damages** are hereby deleted and are replaced with: (i) Page 91 of 104 Revised **Management Fees for CRDC Services** as Attachment "A-1"; and (ii) Page 91 of 104 **Revised Exhibit 6 Liquidated**



Damages as Attachment "B-1". Attachments "A-1" and "B-1" are incorporated in this Amendment by this references.

3. **Compensation**. No compensation changes are required, or will be made, with respect to this Amendment. Compensation shall be paid pursuant to the terms and conditions of the Contract.

4. **Contractor's Performance Bond or Letter of Credit**. Upon execution of this Amendment No. 1, no changes are required for Performance Bond No.: 800094696 in the amount of \$2,000,000.00 shall remain the same as the terms and conditions of the Contract.

5. **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.

6. **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."

7. **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.

"AVIATION AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

[Official Seal]


Date: _____

"CONTRACTOR"

BRADFORD AIRPORT LOGISTICS, LTD

ATTEST:

Secretary

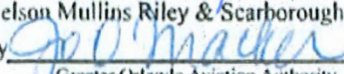
By:  _____

Its: Chief Executive Officer, BBMP, LLC

[CORPORATE SEAL]

Benjamin B. Richter
Print or Type Name and Title

Date: 8/5/2022

Approved as to Form and Legality
this 24 day of August, 2022
Nelson Mullins Riley & Scarborough, LLP
By:  _____
Greater Orlando Aviation Authority

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL

Year 1
 4/5/22 - 4/4/23

MANAGEMENT FEE

	FTE	Year 1 Cost
Management Staff		
- Logistics Manager	1	\$121,020
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$34,500
- Customer Terminal Integration Manager	1	\$45,120
- Administrative Staff: Payroll, Invoices...	0	None
	<u>3</u>	
Other Costs:		
- Contractor Profit		\$361,905
- Contractor Corporate Overhead		\$337,780
- Professional Employer Organization (PEO) - MCO related expenses		\$184,570
- Workers Comp		\$47,550
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$222,000
- Performance & Customs Bonds		\$150,000
- Recruiting & Training Expenses		\$133,710
- Miscellaneous		\$10,000
- Office, Operating, Warehouse, Security Supplies		\$99,400
- R&M Building		\$20,000
- R&M Equipment		\$48,000
- R&M Fuel		\$35,670
- Amortization of Capital Equipment		\$779,180
- Bank Interest on Capital Equipment Loan		\$308,840
- IT Costs		\$559,460
- Licenses & Permits		\$25,000
- Annual Certification, Financial Audit, ISO audit, etc.		\$62,500
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
	Management Fee Total	\$ 3,586,205
	Reimbursable Payroll and Operating Expense	\$1,118,480
	Total Cost	\$ 4,704,685

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 2
 4/5/23 - 4/4/24

MANAGEMENT FEE

	FTE	Year 2 Cost
Management Staff		
- Logistics Manager	1	\$124,650
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$85,290
- Customer Terminal Integration Manager	1	\$111,530
- Administrative Staff: Payroll, Invoices...	0	None
	<u>3</u>	
Other Costs:		
- Contractor Profit		\$484,763
- Contractor Corporate Overhead		\$452,450
- Professional Employer Organization (PEO) - MCO related expenses		\$191,950
- Workers Comp		\$94,910
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$228,660
- Performance & Customs Bonds		\$154,500
- Recruiting & Training Expenses		\$79,500
- Miscellaneous		\$20,000
- Office, Operating , Warehouse, Security Supplies		\$102,390
- R&M Building		\$30,900
- R&M Equipment		\$74,160
- R&M Fuel		\$44,290
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$576,250
- Licenses & Permits		\$25,750
- Annual Certification, Financial Audit, ISO audit, etc.		\$64,380
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,004,843
Reimbursable Payroll and Operating Expense		\$2,312,360
Total Cost	\$	6,317,203

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 3
 4/5/24 - 4/4/25

MANAGEMENT FEE

	FTE	Year 3 Cost
Management Staff		
- Logistics Manager	1	\$128,390
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$87,840
- Customer Terminal Integration Manager	1	\$114,870
- Administrative Staff: Payroll, Invoices...	0	None
	3	
Other Costs:		
- Contractor Profit		\$497,003
- Contractor Corporate Overhead		\$463,870
- Professional Employer Organization (PEO) - MCO related expenses		\$197,710
- Workers Comp		\$97,280
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$237,810
- Performance & Customs Bonds		\$159,140
- Recruiting & Training Expenses		\$81,890
- Miscellaneous		\$21,000
- Office, Operating , Warehouse, Security Supplies		\$105,460
- R&M Building		\$31,830
- R&M Equipment		\$76,390
- R&M Fuel		\$45,620
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$593,540
- Licenses & Permits		\$31,530
- Annual Certification, Financial Audit, ISO audit, etc.		\$66,310
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,096,003
Reimbursable Payroll and Operating Expense		\$2,368,570
Total Cost	\$	6,464,573

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL

Year 4
4/5/25 - 4/4/26

MANAGEMENT FEE

	FTE	Year 4 Cost
Management Staff		
- Logistics Manager	1	\$132,240
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$90,480
- Customer Terminal Integration Manager	1	\$118,320
- Administrative Staff: Payroll, Invoices...	0	None
	<u>3</u>	
Other Costs:		
- Contractor Profit		\$682,740
- Contractor Corporate Overhead		\$477,920
- Professional Employer Organization (PEO) - MCO related expenses		\$203,640
- Workers Comp		\$100,660
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$247,320
- Performance & Customs Bonds		\$165,510
- Recruiting & Training Expenses		\$93,850
- Miscellaneous		\$27,050
- Office, Operating, Warehouse, Security Supplies		\$108,620
- R&M Building		\$32,790
- R&M Equipment		\$78,680
- R&M Fuel		\$46,990
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$611,340
- Licenses & Permits		\$32,470
- Annual Certification, Financial Audit, ISO audit, etc.		\$68,300
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,377,440
Reimbursable Payroll and Operating Expense		\$2,452,360
Total Cost	\$	6,829,800

RFP 20-22 CRDC
MANAGEMENT FEE DETAIL
Year 5
 4/5/26 - 4/4/27

MANAGEMENT FEE

	FTE	Year 5 Cost
Management Staff		
- Logistics Manager	1	\$136,200
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$93,190
- Customer Terminal Integration Manager	1	\$121,870
- Administrative Staff: Payroll, Invoices...	0	None
	<u>3</u>	
Other Costs:		
- Contractor Profit		\$699,710
- Contractor Corporate Overhead		\$489,800
- Professional Employer Organization (PEO) - MCO related expenses		\$209,750
- Workers Comp		\$103,030
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$257,220
- Performance & Customs Bonds		\$172,130
- Recruiting & Training Expenses		\$108,060
- Miscellaneous		\$33,410
- Office, Operating , Warehouse, Security Supplies		\$111,880
- R&M Building		\$33,770
- R&M Equipment		\$81,040
- R&M Fuel		\$48,400
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$629,680
- Licenses & Permits		\$33,450
- Annual Certification, Financial Audit, ISO audit, etc.		\$70,350
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,491,460
Reimbursable Payroll and Operating Expense		\$2,508,030
Total Cost	\$	6,999,490

**RFP 20-22 CRDC
MANAGEMENT FEE DETAIL**

**Year 6
4/5/27 - 4/4/28**

MANAGEMENT FEE

	FTE	Year 6 Cost
Management Staff		
- Logistics Manager	1	\$140,290
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$95,990
- Customer Terminal Integration Manager	1	\$125,520
- Administrative Staff: Payroll, Invoices...	0	None
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Other Costs:	3	
- Contractor Profit		\$720,770
- Contractor Corporate Overhead		\$504,540
- Professional Employer Organization (PEO) - MCO related expenses		\$216,040
- Workers Comp		\$106,510
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$267,500
- Performance & Customs Bonds		\$179,010
- Recruiting & Training Expenses		\$122,400
- Miscellaneous		\$40,080
- Office, Operating, Warehouse, Security Supplies		\$115,240
- R&M Building		\$34,780
- R&M Equipment		\$83,470
- R&M Fuel		\$49,850
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$648,570
- Licenses & Permits		\$34,450
- Annual Certification, Financial Audit, ISO audit, etc.		\$72,460
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,615,990
Reimbursable Payroll and Operating Expense		\$2,593,980
Total Cost	\$	7,209,970

**RFP 20-22 CRDC
MANAGEMENT FEE DETAIL**

**Year 7
4/5/28 - 4/4/29**

MANAGEMENT FEE

	FTE	Year 7 Cost
Management Staff		
- Logistics Manager	1	\$144,500
- Logistics Assistant Manager (Sr. Operations Supv)	1	\$98,870
- Customer Terminal Integration Manager	1	\$129,290
- Administrative Staff: Payroll, Invoices...	0	None
	<u>3</u>	
Other Costs:		
- Contractor Profit		\$742,410
- Contractor Corporate Overhead		\$519,690
- Professional Employer Organization (PEO) - MCO related expenses		\$222,520
- Workers Comp		\$110,050
- Insurance: General Liability, Automobile Liability, Warehouse Operator, Pollution/Environmental Liability		\$278,200
- Performance & Customs Bonds		\$186,170
- Recruiting & Training Expenses		\$132,780
- Miscellaneous		\$47,080
- Office, Operating , Warehouse, Security Supplies		\$118,690
- R&M Building		\$35,830
- R&M Equipment		\$85,980
- R&M Fuel		\$51,350
- Amortization of Capital Equipment		\$757,580
- Bank Interest on Capital Equipment Loan		\$300,940
- IT Costs		\$668,030
- Licenses & Permits		\$40,480
- Annual Certification, Financial Audit, ISO audit, etc.		\$74,630
All other overhead costs & any other costs not listed in Section 3.15		
Reimbursable Payroll and Operating Expenses		
Management Fee Total	\$	4,745,070
Reimbursable Payroll and Operating Expense		\$2,681,360
Total Cost	\$	7,426,430

Revised Exhibit 6 - Liquidated Damages

If any portion of the Services required by this Contract is not commenced by August 19, 2022 the Aviation Authority will incur substantial injury, including loss of use of facilities, loss of revenue, and inconvenience to the public. Damages arising from such injury cannot be calculated with any degree of certainty. Such liquidated damages listed in Section below are not a penalty, but are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the actual amount of damages that will be sustained by the Aviation Authority as a consequence of such violations or failures. If liquidated damages are assessed against the Contractor, that assessment is in lieu of remedies for delay and loss of use for the facility and is in addition to all other remedies available to the Aviation Authority under this Contract. Upon imposition of liquidated damages under this Section, the Aviation Authority may either deduct the liquidated damage amounts from any payment due to the Contractor within ten (10) calendar days of the date the liquidated damages were imposed.

Liquidated Damages for Failure to Commence Operations for the South Terminal Complex

It is mutually agreed between the Parties hereto that time is of the essence of this Contract, and in the event the Services required by this Contract have not commenced by August 19, 2022, it is agreed that from any money due or to become due the Contractor or its surety, the Aviation Authority may retain the sum of five thousand dollars (\$5,000) per day, for each day thereafter, Sundays and holidays included, that any portion of the Services required by this Contract have not commenced, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Aviation Authority by failure of the Contractor to commence the Services required by this Contract within the time(s) stipulated. The Parties agree that the sum of five thousand \$5,000 per day is reasonable. The Parties agree that the liquidated damages described in this paragraph are solely for the delay damages arising from the failure to commence and do not preclude recovery of other actual and consequential damages.

Assessed Fees

The first violation by the Contractor will result in a warning letter; provided, however, there are no warning letters for fire, life, health, security and safety violations. The second and subsequent occurrences of the same violation will result in a notice to Contractor and assessment of liquidated damages with no grace period. Should the violation take more than one day to remedy and if the Contractor is making reasonably diligent efforts to cure the violation, liquidated damages will cease to accrue, at the sole discretion of the Aviation Authority. Failure to pay liquidated damages within 30 calendar days of such notice may constitute a default under this Contract. Violations set forth are cumulative over the Term of this Contract and are in addition to any other remedies the Aviation Authority may have under this Contract or other applicable law. 