

AMENDMENT NO. 3

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

BUREAU VERITAS NATIONAL ELEVATOR INSPECTION SERVICES, INC.

TO

PURCHASING CONTRACT 07-21

THIS AMENDMENT NO. 3 made and entered into as of Jul 9, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BUREAU VERITAS NAT'L ELEVATOR INSPECTION SVCS., INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 16, 2021, and as amended by Amendment No. 1 dated January 26, 2023, Amendment 2 dated February 16, 2024, Contractor agreed to provide Elevators, Escalators, and Moving Sidewalks Inspection & Test Witnessing Services at Orlando International Airport; and

WHEREAS, the initial term of the Contract currently expires on February 15, 2026; and

WHEREAS, the Aviation Authority desires, and the Contractor agrees to, amend Contract to adjust the Contractor's scope of work by adding the fifteen units located within the Orlando International Airport for annual and periodic inspections; ,.

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

1. **Effective Date.** The date of this Contract Adjustment shall commence on July 1, 2024 and expire on February 15, 2026.
2. **Contract Adjustment.** Add fifteen new elevator/escalator units located in Terminal C to the existing Contract for inspection services. Per State Statute, all elevators/escalators are required to have a maintenance service agreement with annual/periodic inspections in order to maintain the Certificate of Operation, which are required for any unit to be in public service.
3. **Compensation.** The Aviation Authority shall pay to Contractor during the renewal term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on Attachment "A-3" Contract Adjustment Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
4. **Suits/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. The Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The 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. Fees Associated with Identification Badges and Keys. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.

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 said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Amendment No. 3 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

Kelly L Loll

By: _____

Kelly Loll VP, Procurement Services

Name /Title

Date: Jul 9, 2024

“CONTRACTOR”

BUREAU VERITAS NAT’L ELEVATOR INSPECTION SVCES., INC.

Robert Stuart

By: _____

Robert Stuart VP

Name/Title

Date: Jun 26, 2024

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: NelsonMullins

Karen Ryan

Karen Ryan
Legal Counsel

By: _____

Date: Jun 27, 2024

ATTACHMENT "A-3"

CONTRACT ADJUSTMENT PRICING

JULY 1, 2024 THROUGH FEBRUARY 15, 2026

Item Line	Description	Qty.	UoM	Unit Price	Ext. Pricing
1	Moving Walkways	6	Ea.	\$256.50	\$1,539.00
2	Escalators	4	Ea.	\$256.50	\$1,026.00
3	Elevators	5	Ea.	\$116.00	\$580.00
4	Callbacks	10	Ea.	\$49.00	\$490.00
5	Generator Test	5	Ea.	\$250.00	\$1,250.00
Yearly Total					\$4,885.00
Yr-1 Sub-Total					\$ 4,885.00
Yr-2 Sub-Total					\$ 4,885.00
A3 Grand Total					\$ 9,770.00