

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
FLORIDA CLEANING SYSTEMS, INC.

TO

CONTRACT 06-19

THIS AMENDMENT NO. 2 made and entered into as of the 14 day of March, 2022, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and FLORIDA CLEANING SYSTEMS, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated March 1, 2019, and Amendment No. 1 dated September 27, 2019, the Contractor agreed to provide the Authority with Parking Garage Janitorial Maintenance services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the Authority desires and the Contractor agrees to amend the Contract by adding the Phase II Expansion for Parking Garage C to Contractor's scope of responsibility. The compensation payable to the Contractor will be adjusted accordingly.

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 effective date of this Amendment shall be June 1, 2021.
2. **Increase in Scope of Work**. Contractor's scope of work shall be and hereby is amended to provide janitorial maintenance for the Phase II Expansion of Parking Garage C. All described services shall be provided in accordance with the Contract Specifications.
3. **Compensation**. The Authority shall pay to the Contractor, upon satisfactory completion of the work required by the provisions of the Contract and this Amendment, the Daily Price as shown on Attachment "A-2". Compensation shall be paid pursuant to the terms and conditions of the Contract.
4. **Contractor's Performance Bond**. Upon execution of this Amendment No. 2, Contractor's Performance Bond shall remain in effect for the remainder of the Initial Term in an amount not less than Eight Hundred Twenty Thousand Dollars (\$820,000.00).
5. **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.

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 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."

7. **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.

8. **Delay in Amendment Execution.** The increase in Contractor's scope of responsibility was approved by the Authority Board on March 18, 2020. Due to COVID -19 impacts, the increased scope was not requested until June 1, 2021. Payment for services will cover from June 2021 through December 2021 for a total amount of \$63,947.48, which will be paid upon execution of Amendment No. 2.

9. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 2, 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. 2 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: 


Thomas W. Draper
Acting Chief Executive Officer

"CONTRACTOR"

FLORIDA CLEANING SYSTEMS, INC.

ATTEST:

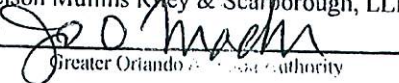

Secretary

By: 

Its: _____

Roger Barrios, COO
Print or Type Name and Title

[Corporate Seal]

Approved as to Form and Legality
this 8th day of MARCH, 2022
Nelson Mullins Riley & Scarborough, LLP
By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-2"

ATTACHMENT "A-2"



February 26, 2020

Luis Aviles
 Greater Orlando Aviation Authority
 One Jeff Fuqua Blvd.
 Orlando, FL 32827

06-19 Parking Garage Janitorial Maintenance
 Terminal C Garage Addition
 April 1, 2020 – February 28, 2022

YEAR TWO	Total Square Feet	Daily Price	x	Days Per Year	=	Annual Price Extension
Level 1 Ground	72,857	\$47.28	X	334	=	\$15,791.52
Level 2 Ground	78,336	\$51.94	X	334	=	\$17,347.96
Level 3 Platform	88,237	\$58.59	X	334	=	\$19,569.06
Level 4 Platform	70,599	\$46.60	X	334	=	\$15,564.40
Level 5 Transfer	55,593	\$36.80	X	334	=	\$12,291.20
Level 6 Transfer	55,491	\$36.74	X	334	=	\$12,271.16
Level 7 Mech/Penthouse	7,478	\$15.67	X	334	=	5,233.78
TOTAL YEAR TWO						\$98,069.08

YEAR THREE	Total Square Feet	Daily Price	x	Days Per Year	=	Annual Price Extension
Level 1 Ground	72,857	\$48.09	X	365	=	\$17,552.85
Level 2 Ground	78,336	\$52.80	X	365	=	\$19,272.00
Level 3 Platform	88,237	\$59.65	X	365	=	\$21,772.25
Level 4 Platform	70,599	\$47.44	X	365	=	\$17,315.60
Level 5 Transfer	55,593	\$37.47	X	365	=	\$13,676.55
Level 6 Transfer	55,491	\$37.40	X	365	=	\$13,651.00
Level 7 Mech/Penthouse	7,478	\$15.97	X	365	=	\$5,829.05
TOTAL YEAR THREE						\$109,069.30

The quote above is based on the scope of work for GOAA Contract #06-19 Parking Garage Janitorial Maintenance and includes all labor, additional bonding and necessary chemicals for completion of the services.

Thank you,

Pat Lamb

Pat Lamb
 VP of Business Development
 Florida Cleaning Systems, Inc.
 624 Douglas Avenue, Suite 1420
 Altamonte Springs, Florida 32714
pat@fcsiservices.com

The increase in Contractor's scope of responsibility was approved by the Authority Board on March 18, 2020. Due to COVID -19 impacts, the increased scope was not requested until June 1, 2021. Payment for services will cover from June 2021 through December 2021 for a total amount of \$63,947.48, which will be paid upon execution of Amendment No. 2.