

GOAA DATE 5/19/2021
ITEM NO. 10 (NBC)
DOCUMENTARY # 101095

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

FIRST VEHICLE E SERVICES INCORPORATED

TO

PURCHASING CONTRACT 18-18

THIS AMENDMENT NO. 1 made and entered into as of the 30th day of June, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **FIRST VEHICLE E SERVICES INCORPORATED** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated September 1, 2018, Contractor agreed to provide the Authority with Vehicle and Equipment Maintenance Services for the Orlando International Airport and Orlando Executive Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with options to renew the term of the Contract for one (1) additional period of three (3) years each; and

WHEREAS, Authority desires and Contractor agrees to exercise its first option to renew the term of the Contract for an additional period of three (3) years;

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 three (3) years, commencing effective as of September 1, 2021 and expiring August 31, 2024.
- 2. Compensation.** The Authority shall pay to the 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-1", First Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. Contractor's Performance Bond.** Prior to the execution of this Amendment No. 1, 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 extended term in an amount, which is not less than **One Million Eight Hundred Thousand Dollars (\$1,800,000.00)**.
- 4. Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the 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.

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. 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.

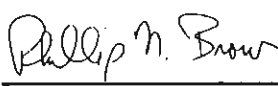
"AUTHORITY"

ATTEST:



Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By:  Phillip N Brown
Jun 30 2021 4:28 PM

Chief Executive Officer

Print or Type Name and Title

Date: _____

[Official Seal]

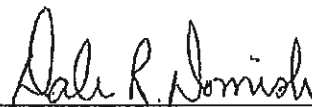
"CONTRACTOR"

ATTEST:

Secretary

[CORPORATE SEAL]

FIRST VEHICLE E SERVICES INCORPORATED


By:  Dale R. Domish

Its: Senior Vice President

Dale R Domish

Print or Type Name and Title

Date: June 7, 2021

Approved as to Form and Legality
this 14 day of June, 2021
Nelson Mullins Riley & Scarborough, LLP
By:  _____
Greater Orlando Aviation Authority

**A-1 - First Renewal Option Pricing
Vehicle and Equipment Maintenance Services for Orlando International Airport**

Item #	Location OIA / Services Type	Monthly Fee	Unit Price	Extended Price
A	Year 1 / Mtn. & Repair Services	12	\$112,891.47	\$1,354,697.64
	Year 2 / Mtn. & Repair Services	12	\$114,697.73	\$1,376,372.80
	Year 3 / Mtn. & Repair Services	12	\$116,532.90	\$1,398,394.77
B	Year 1 / OIA Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$132,000.00	\$1,584,000.00
	Year 2 / Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$134,112.00	\$1,609,344.00
	Year 3 / OIA Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$136,257.79	\$1,635,093.50
C	Year 1 / One (1) Additional Master Mechanic (ASE or EVT)	12	\$6,182.95	\$74,195.40
	Year 2 / One (1) Additional Master Mechanic (ASE or EVT)	12	\$6,281.88	\$75,382.53
	Year 3 / One (1) Additional Master Mechanic (ASE or EVT)	12	\$6,382.39	\$76,588.65
D	Year 1 / One (1) Additional Non-Master Mechanic	12	\$5,666.97	\$68,003.64
	Year 2 / One (1) Additional Non-Master Mechanic	12	\$5,757.64	\$69,091.70
	Year 3 / One (1) Additional Non-Master Mechanic	12	\$5,849.76	\$70,197.17
E	Hourly Per Mechanic			
	Year 1 / Additional Work During Non-Standard Hours	2000	\$51.51	\$103,020.00
	Year 2 / Additional Work During Non-Standard Hours	2000	\$52.33	\$104,668.32
	Year 3 / Additional Work During Non-Standard Hours	2000	\$53.17	\$106,343.01
Estimated First Renewal Option - OIA - Total Year 1, 2, & 3				\$9,705,393.12

**A-1 - First Renewal Option Pricing
Vehicle and Equipment Maintenance Services for Orlando Executive Airport**

	Location: OEA / Services Type	Monthly Fee	Unit Price	Extended Price
F	Year 1 / Mtn. & Repair Services	12	\$ 5,870.67	\$70,448.04
	Year 2 / Mtn. & Repair Services /	12	\$5,964.60	\$71,575.21
	Year 3 / Mtn. & Repair Services /	12	\$6,060.03	\$72,720.41
G	Year 1 / Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$1,880.00	\$22,560.00
	Year 2 / Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$1,910.08	\$22,920.96
	Year 3 / Repair / Purchase by Contractor / Reimbursed by GOAA	12	\$1,940.64	\$23,287.70
	Hourly Per Mechanic			
H	Year 1 / OEA / Additional Work During Non-Standard Hours	250	\$41.92	\$10,480.00
	Year 2 / OEA / Additional Work During Non-Standard Hours	250	\$42.59	\$10,647.68
	Year 3 / OEA / Additional Work During Non-Standard Hours	250	\$43.27	\$10,818.04
	Estimate First Renewal Option - OEA - Total Year 1, 2, & 3			\$315,458.04
	Total Estimated Not-To-Exceed First Renewal Option Amount			\$10,020,851.16

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 Specification) 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 7th day of June, 2021, 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:

[Signature]
Witness

[Signature]
Witness

(Seal)

FIRST VEHICLE SERVICES, INC.
Principal (Name of Contractor)

By: [Signature]
(Signature)

Its: Assistant Secretary
(Title)

[Signature]
Witness Jessica B. Dempsey

[Signature]
Witness Sandra M. Winsted

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Name of Surety
By: [Signature]
(Signature)

Its: Susan A. Welsh, Attorney-In-Fact
(Title)

Address: 1298 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

Telephone No.: 800-626-4577

Fax No.: 800-626-4577

E-Mail Address: www.reportsfclaims@zurichna.com

[Signature]
(Countersignature by Florida Non-Resident Agent
Florida Licensed Agent) Susan A. Welsh

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, Michael Petrucci, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Christa McAndrew who signed the said Bond(s) on behalf of the Principal was then Assistant Secretary 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.



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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Diane M. O'LEARY, Susan A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK, Jessica B. DEMPSEY, Christina L. SANDOVAL, Kristin L HANNIGAN and Samantha CHIERICI, all of Chicago, Illinois, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of April, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 8th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7 day of June, 2021



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577