

COAA DATE 6/15/2022
NO. 5-G
AGREEMENT # 101414

AMENDMENT NO. 2

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
FLAGSHIP FACILITY SERVICES, INC.**

TO

CONTRACT 03-20

THIS AMENDMENT NO. 2 made and entered into as of the 22nd day of August, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **FLAGSHIP FACILITY SERVICES, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated October 1, 2019, and as amended by Amendment No.1 dated October 1, 2019, Contractor agreed to provide the Authority with Terminal Janitorial Services at Orlando International Airport, Orlando, Florida;

WHEREAS, the Authority desires and the Contractor agreed to amend the Contract Specifications by adding service for Terminal C including additional management and administrative personnel and defined additional reimbursable positions.

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

1. **Effective Date:** The effective date of this Amendment shall be August 1, 2022.
2. **Specifications Revisions:** The Authority's Specifications shall be amended to include revisions to the following Sections:

Section 6.5.1.15 shall be replaced in its entirety with the following:

The Contractor shall check and clean the Reflection Room located in the North Terminal Airside 4 Hub, Level 2, as well as the Chapel and Serenity Rooms located at the Terminal C, Airside, Level 2, Hub, four (4) times per day. Cleaning shall include the foot washing stations and outlying areas. Contractor shall wash and restock towels.

Section 6.5.3, Policing, shall read:

Policing - Policing supplements Daily Cleaning and are those services performed to ensure that each area to be cleaned including common area furnishings under these Specifications remains clean.

Add Section 6.5.1.16

Contractor shall also check and clean the Service Animal Relief Areas (SARA) located throughout the terminal and airside. Cleaning shall include washing of astro-turf area, restocking waste bags, paper towels and soap.

3. Compensation. The Management Fee is a startup structure of progressive payments to ensure payments related to Terminal C are based on actual services rendered prior to payment of any corresponding fees. Effective August 1, 2022, 40% of the 175 total staffing (70 FTE's) as well as the complete management team as listed under the Management Fee and Reimbursable Expenses sections of this Amendment No. 2 will be required. The compensation amount shall be \$174,285.71 which constitutes 80% of the monthly Management Fee (\$217,857.14). The Management Fee beginning September 1, 2022 in the amount of \$217,857.14 shall become payable when a minimum 90% of the 175 total staffing (158 FTE's) are hired. This payment structure ensures the reimbursement of expenses incurred by the Contractor on the initial purchase of non-powered equipment, tools and supplies necessary to support the Contract when submitted on the reimbursable expenses invoice with proper prior approval from the AAR; thereby ensuring these items are purchased and in place at the time actual services are to begin. The adjustment in the approved funding amount per the last Aviation Authority Board action is due to a reduction in FTE's based on the shortened delivery schedule covered by this Amendment No. 2. The total not-to-exceed price for janitorial maintenance services at Terminal C is \$2,365,300. Compensation shall be paid pursuant to the terms and conditions of the Contract.

4. 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.

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 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."

6. 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.

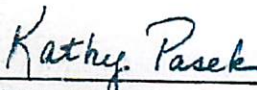
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

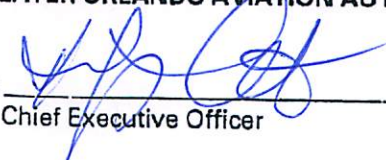
ATTEST:


Secretary Kathy Pasek

[CORPORATE SEAL]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

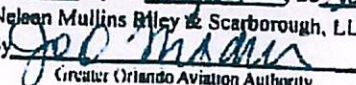
By: 
Chief Executive Officer

"CONTRACTOR"

FLAGSHIP FACILITY SERVICES, INC.

By: 
Its: Chief Executive Officer

David Pasek, Chief Executive Officer
Print or Type Name and Title

Approved as to Form and Legality
this 8th day of August, 20 22
Neelan Mullins Riley & Scarborough, LLP
By: 
Circuit Court (Orlando Aviation Authority)