

AMENDMENT NO. 3
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
SCHINDLER ELEVATOR CORPORATION
TO
PURCHASING CONTRACT 01-21

THIS AMENDMENT NO. 3 made and entered into as of the 19th day of August 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **SCHINDLER ELEVATOR CORPORATION** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated June 1, 2021, Amendment No. 1 dated September 23, 2021, and Amendment No. 2 dated April 28, 2022, Contractor agreed to provide Elevators, Escalators, and Moving Sidewalks Maintenance and Repair Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the initial term of the Contract currently expires on May 31, 2025; and

WHEREAS, Authority and Contractor agree to amend the Contract to include Additional Work to modify the door locks for thirty-four (34) existing elevators located in the North Terminal.

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

1. **Contract Adjustment.** Contractor's scope of work shall be and hereby is adjusted to provide Additional Work to modify the door locks for thirty-four (34) elevators to comply with the State of Florida's adoption of *ASME A17.3-2015 Safety Code for Existing Elevators and Escalators* located in the North Terminal as described in Scope of Work, Attachment "A-3." All described Additional Work shall be provided in accordance with the Contract Specifications.

2. **Compensation.** The Authority shall pay to Contractor for the Additional Work to modify the door locks for thirty-four (34) existing elevators located in the North Terminal a not-to-exceed amount of Six Hundred Twenty-Six Thousand Six Hundred Forty-Two Dollars and Seventy-One Cents. (\$626,642.71) as described in the Scope of Work, Attachment "A-3." This Additional Work shall be in accordance with the manufacturer's specifications, all applicable code requirements and the terms and conditions of the Contract including all associated materials/parts, tools, labor, supervision, testing, safety certifications, and/or any other items required to complete the work. Compensation shall be paid pursuant to the terms and conditions as provided in the Contract.

3. **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.

4. **Contractor's Performance Bond**. Upon execution of Amendment No. 3, the additional work will be incorporated into the current Performance Bond No. 9371739 in the amount of \$5,208,584.00

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. **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 parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

“AUTHORITY”

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

“CONTRACTOR”

ATTEST:

SCHINDLER ELEVATOR CORPORATION

DocuSigned by:
Sara J. Givson

70FEB1C9F0D740B...
Secretary

DocuSigned by:
Jeff Davis

D8C13480DD17941D...
By: _____
Its: Interim GM Service

[CORPORATE SEAL]

Jeff Davis
Print or Type Name and Title

Date: 8/4/2022

Approved as to Form and Legality
this 16 day of August, 20 22
Nelson Mullins Riley & Scarborough, LLP
By *Joe Macker*
Greater Orlando Aviation Authority

Schindler Elevator Corporation Certification

I, Thomas Sparno, Sr. Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

G. Ergenbright	President
S. Viridi	Vice President, Chief Financial Officer and Treasurer
T. Sparno	Sr. Vice President, General Counsel & Secretary

		AREA EAST
A. McFarlane	Sr. Vice President Area Operations	
M. Chatterton	Vice President Territory Operations	- F-01
E. Lawler	Territory Sales Service Manager	- F-01
M. Boles	Territory Sales & Operations Manager New Equipment	- F-01
A. Stein	Territory Manager Modernization	- F-01
T. Whalen	General Manager Service Major Projects South	- F-01
A. Yawger	General Manager Service Major Projects North	- F-01
S. Virizlay	General Manager Service Manhattan	- F-01
E. Masters	General Manager Service Long Island	- F-01
K. Basile	General Manager Service	- F-01
W. Mensche	Service Operations Manager Manhattan	- F-01
Michael Joseph	Vice President Territory Operations	- F-02
J. LaMarca	Territory Operations Manager – NI	- F-02
D. Seufert	Territory Sales Manager – NI	- F-02
Drew Papio	Territory Manager – MOD	- F-02
M. Anil Bhosale	General Manager – Service	- F-02
A. Robles	General Manager - Service – Hartford/White Plains	- F-02
J. Metke	General Manager – Service – Buffalo/Albany/Syracuse	- F-02
P. Hart	Service Operations Manager	- F-02
D. Sharpe	Service Operations Manager	- F-02
C. Laurenzano	Service Operations Manager	- F-02
P. Harty	Vice President Territory Operations	- F-03
M. Wachs	Territory Sales Manager – NI	- F-03
T. Marple	Territory Operations Manager – NI - North New Jersey	- F-03
A. Fabiano	Territory Operations Manager – NI	- F-03
C. Demarco	Territory Manager – Modernization	- F-03
N. Rainwater	General Manager Service - Philadelphia/Allentown	- F-03
W. Lippman	Service Sales Manager	- F-03
P. Cacace	General Manager Service – New Jersey	- F-03
P. Mulligan	Vice President Territory Operations	- F-04
A. Ruffins	Territory Sales Manger – NI	- F-04
N. Lopez-Dressel	Territory Manager – MOD	- F-04
S. Finnegan	Service Operations Manager	- F-04
R. Walker	Service Sales Manager	- F-04
P. Bloom	Sr. Vice President Area Operations	AREA NORTH
J. Bowen	Vice President Territory Operations	- F-05
R. Robinson	Territory Operations Manager – NI	- F-05
M. Elter	Territory Manager – MOD	- F-05
W. Czekaj	General Manager – Service - Pittsburgh	- F-05
R. Papp	General Manager – Service - Cleveland	- F-05
L. Haefner	General Manager – Service – Toledo/Columbus	- F-05
B. Stewart	General Manager – Service - Cincinnati/Indianapolis	- F-05
A. Hrydziusko	Territory Sales Manager – NI	- F-06
D. Groenwoldt	Territory Operations Manager – NI	- F-06
P. Long	Territory Manager – MOD	- F-06
M. Sullivan	General Manager – Service – Michigan	- F-06
K. Nicholson	General Manager Service	- F-06
J. Wenthold	General Manager Service	- F-06
A. Timmons	Vice President Territory Operations	- F-07
R. Emerson	Territory Sales Manager – NI	- F-07
R. Rape	Territory Operations Manager – NI	- F-07
K. Groll	Territory Manager – MOD	- F-07
J. Terc	General Manager – Service – Kansas City/Denver	- F-07
R. Miller	General Manager – Service – St. Louis/Omaha/Des Moines	- F-07
J. Stolp	Service Operations Manager	- F-07
E. Frysinger	Vice President Territory Operations	- F-08
M. Salazar	Territory Sales Manager – NI	- F-08
D. Zarlengo	Territory Operations Manager – NI	- F-08
C. Fike	Territory Manager - MOD	- F-08
S. Bergman	General Manager – Service – Salt Lake City/Las Vegas/Portland	- F-08
J. Ley	General Manager – Service – Seattle/Boise	- F-08
L. Panaro	Service Sales Manager	- F-08
L. Shelton	Service Operations Manager	- F-08
G. Adams	General Manager Adams Elevator Equip. Co.	- Chicago
C. Galante	Branch Manager	- Chicago
C. Anderson	Branch Manager	- Chicago
V. Garfield	General Manager – ELTEC	- Seattle
G. Paredes	Sr. Vice President Area Operations	AREA SOUTH
Z. Crabb	General Manager Service	- F-09
B. Bailey	Service Operations Manager	- F-09
J. Duggan	Territory Sales Manager – NI	- F-09
M. Milley	Territory Operations Manager – NI – Charlotte/Raleigh/Nashville	- F-09
I. Zotter	Territory Manager – MOD	- F-09
V. Heeney	General Manager – Service – Memphis/Nashville/Shreveport/New Orleans	- F-09
M. Lester	Service Sales Manager	- F-09
K. York	Service Sales Manager	- F-09
D. Hite	Service Operations Manager	- F-09
D. Volsch	Territory Operations Manager – NI – Atlanta/Birmingham/Memphis/New Orleans/Shreveport/Little Rock	- F-09
V. Shah	General Manager Service – Atlanta/Birmingham	- F-09
B. Sullivan	Vice President Territory Operations	- F-10
J. Davis	General Manager Service – Orlando / Jacksonville	- F-10
M. Rivero	Territory Sales Manager – MOD	- F-10
S. Prachaseri	Territory Sales Manager – NI	- F-10
D. Garcia	Territory Operations Manager – NI	- F-10
P. Narve	Territory Operations Manager – MOD	- F-10
D. Kai	General Manager – Service – Miami	- F-10
L. Hilliard	General Manager – Service – Tampa	- F-10
E. Wilson	Service Operations Manager	- F-10
E. Rivera	Branch Manager – Puerto Rico	- F-10
O. P. Leone	Vice President Territory Operations	- F-11
N. Nixon	Territory Operations Manager – NI	- F-11
S. Owens	Territory Sales Manager - NI	- F-11
S. Kippes	Territory Operations Manager – NI – Dallas/Fort Worth/Tulsa	- F-11
K. Kisamore	Territory Sales Manager – MOD	- F-11
P. Vance	Territory Operations Manager – MOD	- F-11
K. Bernard	Service Operations Manager	- F-11
B. Burke	General Manager – Service- Dallas /Fort Worth/Tulsa	- F-11
F. Schwager	General Manager – Service – San Antonio/Austin/El Paso	- F-11

Schindler Elevator Corporation Certification

I, Thomas Sparno, Sr. Vice President and Secretary of Schindler Elevator Corporation, do hereby certify that the following elected or appointed officers and managers of Schindler Elevator Corporation hold the positions shown opposite their respective names:

G. Ergenbright S. Viridi T. Sparno	President Vice President, Chief Financial Officer and Treasurer Sr. Vice President, General Counsel & Secretary	
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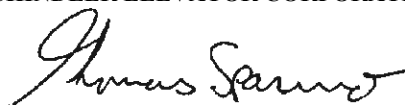
M. Lukov	Vice President Territory Operations	- F-12
N. Kraus	Territory Sales Manager – NI	- F-12
R. Testa	Territory Operations Manager – NI – Los Angeles/Irvine/San Diego/Phoenix	- F-12
R. Karnes	Territory Operations Manager – NI – San Francisco/Sacramento/Reno/Hawaii	- F-12
L. DeVille	Territory Sales Manager – MOD	- F-12
D. Lujan	Territory Operations Manager – MOD	- F-12
B. Lay	General Manager – Service – San Francisco/Sacramento	- F-12
D. Davis	General Manager – Service – Los Angeles	- F-12
K. Donovan	General Manager – Service – Irvine	- F-12
D. Stanley	Service Operations Manager	- F-12
C. Anglin	Service Operations Manager	- F-12
B. Yorita	General Manager – Hawaii	- F-12
J. Dell	Branch Manager	- Goleta, CA
M. Hadrick	Vice President, Large Projects Division	- Area South
T. Culver	Area Project Executive NI LPD	- Area South
A. C. Werkhoven	Vice President Territory and District Operations	- Area East
H. Millard	Area Project Executive NI LPD	- Area East
J. Pischerchia	Area Project Executive NI LPD	- Area East
J. Silva	Area Project Executive NI LPD	- Area East
R. Piovano	Director	- Key Accounts LPD
B. Hager	Director	- Key Account Management
J. Ritter	Vice President Territory and District Operations	- Area North
K. Rainwater	Vice President	- Service, Sales & Ops
B. Budnik	Vice President	- Vice President – Mergers & Acquisitions
L. Aureyre	Head Global Product Development	- Head Global Product Development
M. Freeman	Sr. Vice President	- Modernization, Sales and Fulfillment
O. Soboleva	Sr. Vice President	- New Installation Fulfillment
K. Prudhomme	Sr. Vice President	- New Installation Sales & LPD
L. Ragazzo	CIO - Americas	- CIO - Americas
B. Patel	Vice President	- Business Service Center (BSC)
P. Parks	Vice President	- Business Transformation
M. Ramadanes	Sr. Vice President	- Chief Transformation Officer
J. Kaestle	Sr. Vice President	- Supply Chain
M. Oechies	Sr. Vice President	- Existing Installation Sales & Fulfillment
S. Schepcke	Sr. Vice President	- Quality and Safety
M. Yurchuk	Sr. Vice President	- Human Resources – SEC

and that such persons have been authorized, consistent with the corporate bylaws and resolutions and when acting in the ordinary course or conduct of business, to sign proposals, bid bonds, and contract bonds and to enter into contracts for the sale, installation, maintenance, inspection and repair of apparatus, service and supplies on behalf of Schindler Elevator Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Schindler Elevator Corporation.

SCHINDLER ELEVATOR CORPORATION

By:



Thomas Sparno, Sr. Vice President & Secretary

6/14/22

**SCOPE OF WORK
ATTACHMENT "A-3"**



July 14, 2022

Tom O'Day
8550 Casa Verde Rd.
Orlando, FL 32812

RE: Door Lock Monitoring

Dear Tom:

Schindler Elevator has provided pricing to install door lock monitoring on elevators that currently do not have the feature per State requirement mandated completion December 31, 2023.

The proposal is submitted via the excel spreadsheet (attachment) which breaks down the cost per elevator. This cost includes the Safe-T-Lock, kellum grips for the new traveling cable, permit, labor and final inspection.

Schindler will schedule and install based on material availability and will invoice in banks of elevators per bank of elevators as completed(attachment).

The projected total cost of the project is \$626,642.71

Should you have any questions or require additional information please let me know.

Regards

Sara J. Geiser

Sara J. Geiser
Project Manager, Orlando Airport
Schindler Elevator Corporation.

SCOPE OF WORK, ATTACHMENT "A-3"

Unit #	Door opening	Safe-t-Lock	traveller	kellum	misc mat	permit	inspection	material total	25% mark up	shipping	labor	Total
HBJ	front	\$1,800.00	\$46.40	\$29.06	\$150.00	\$200.00	\$675.00	\$2,900.46	\$3,625.58	\$150.00	\$13,836.40	\$17,611.98
P17	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P18	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P19	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P20	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P21	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P22	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P23	front	\$1,800.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,132.46	\$3,915.58	\$150.00	\$13,836.40	\$17,901.98
P24	front	\$1,800.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,132.46	\$3,915.58	\$150.00	\$13,836.40	\$17,901.98
P25	front	\$1,800.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,132.46	\$3,915.58	\$150.00	\$13,836.40	\$17,901.98
P26	front	\$1,800.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,132.46	\$3,915.58	\$150.00	\$13,836.40	\$17,901.98
P27	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P28	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P29	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P30	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P49	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P50	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P51	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P52	front	\$1,800.00	\$394.40	\$29.06	\$150.00	\$200.00	\$675.00	\$3,248.46	\$4,060.58	\$150.00	\$13,836.40	\$18,046.98
P58	front	\$1,800.00	\$116.00	\$29.06	\$150.00	\$200.00	\$675.00	\$2,970.06	\$3,712.58	\$150.00	\$13,836.40	\$17,698.98
P60	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P61	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
P62	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S05	front & rear	\$3,500.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$4,832.46	\$6,040.58	\$150.00	\$16,981.04	\$23,171.62
S06	front & rear	\$3,500.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$4,832.46	\$6,040.58	\$150.00	\$16,981.04	\$23,171.62
S07	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S08	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S09	front & rear	\$3,500.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$4,832.46	\$6,040.58	\$150.00	\$16,981.04	\$23,171.62
S10	front & rear	\$3,500.00	\$278.40	\$29.06	\$150.00	\$200.00	\$675.00	\$4,832.46	\$6,040.58	\$150.00	\$16,981.04	\$23,171.62
S11	front	\$1,800.00	\$46.40	\$29.06	\$150.00	\$200.00	\$675.00	\$2,900.46	\$3,625.58	\$150.00	\$13,836.40	\$17,611.98
S12	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S13	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S14	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
S15	front	\$1,800.00	\$92.80	\$29.06	\$150.00	\$200.00	\$675.00	\$2,946.86	\$3,683.58	\$150.00	\$13,836.40	\$17,669.98
											Grand Total	\$626,642.71