

**AMENDMENT NO. 7**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**SCHINDLER ELEVATOR CORPORATION**  
**TO**  
**PURCHASING CONTRACT 01-21**

**THIS AMENDMENT NO. 7 ("Amendment No. 7")** made and entered into as of the 1<sup>st</sup> day of June 2023, 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, Amendment No. 2 dated April 28, 2022, Amendment No. 3 dated August 19, 2022, Amendment 4, dated September 16, 2022, Amendment 5, dated December 16, 2022, and Amendment 6, dated December 14, 2022, Contractor agreed to provide Elevators, Escalators, and Moving Sidewalks Maintenance and Repair Services at Orlando International Airport, Orlando, Florida (the "Contract"); and

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

**WHEREAS**, the Authority and Contractor agree to amend the Contract to revise Year Three (3) pricing based on: (1) the percentage of change between the Producer Price Index (PPI) published by the Bureau of Labor Statistics for the month of January 2022 and the published PPI for the month of January 2023; (2) and the Mechanics Rate published by the National Elevator Industry, Inc. for the International Union of Elevator Constructors Local 139, Orlando Florida.

**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, 2023 through May 31, 2024.
2. **Compensation.** The Authority shall pay to Contractor compensation as shown in Exhibit "A-7", Year Three (3) Adjustment Pricing upon satisfactory completion of the work authorized by the Authority. Compensation shall be paid pursuant to the terms and conditions as provided in the Contract.

3. **Contractor's Performance Bond.** Prior to the execution of this Amendment No. 7, Contractor shall furnish Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond or Letter of Credit for the Year Three (3) adjustment pricing for an amount, which is not less than **\$5,208,584.00.**

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. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 7, the Contract shall continue in full force and effect in accordance with its terms and conditions.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be duly executed as of the date and year first above written.

**"AUTHORITY"**

ATTEST:


  
Anna Farmer  
Assistant Secretary  
Jun 12 2023 10:48 AM  
DocuSign

\_\_\_\_\_  
Anna Farmer  
Assistant Secretary

[Official Seal]  
this

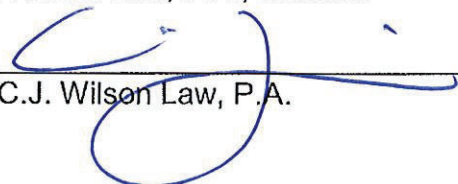


**GREATER ORLANDO AVIATION AUTHORITY**

  
By: Kevin J. Thibault, P.E. F.ASCE  
Chief Executive Officer  
Jun 10 2023 8:51 AM  
DocuSign

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY on  
2<sup>nd</sup> day of June, 2023 for the use and  
reliance of the Greater Orlando Aviation Authority,  
only.  
C.J. Wilson Law, P.A., Counsel

By:   
C.J. Wilson Law, P.A.

**"CONTRACTOR"**

**SCHINDLER ELEVATOR CORPORATION**

ATTEST:

\_\_\_\_\_  
Secretary

[CORPORATE SEAL]

By: 

Print Name: David Hix

Its: General Manager  
Title

Date: 5/18/23

## 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:

R. Bisson	Chief Executive Officer
S. Virdi	Vice President, Chief Financial Officer and Treasurer
T. Sparno	Sr. Vice President, General Counsel & Secretary

P. Bloom	Chief Operating Officer	-
L. Aureyre	Head Global Product Development	-
L. Ragazzo	CIO - Americas	-
K. Prudhomme	Sr. Vice President	- New Installation Sales & LPD
M. Oechies	Sr. Vice President	- Existing Installation & Modernization
S. Johnson	Sr. Vice President	- Quality and Safety
D. Watson	Sr. Vice President	- Supply Chain
B. Benevenia	Sr. Vice President	- Human Resources
R. Butler	Vice President	- New Installations Fulfillment
M. Chatterton	Sr. Vice President NY Metropolitan Area	- Area North
P. Harty	Sr. Vice President Area East	- Area East
J. Bowen	Sr. Vice President Area Central	- Area Central
Ed Frysinger	Sr. Vice President Area West	- Area West
B. Budnik	Vice President Territory Operations	- B02
P. Mulligan	Vice President Territory Operations	- B03
V. Heeney	Vice President Territory Operations	- B04
B. Sullivan	Vice President Territory Operations	- B05
W. Czekaj	Vice President Territory Operations	- B06
B. Jolivet	Vice President Territory Operations	- B07
O.P. Leone	Vice President Territory Operations	- B08
A. Timmons	Vice President Territory Operations	- B09
M. Lukov	Vice President Territory Operations	- B10
C. Demarco	Territory Modernization Manager	- B01
J. Lecardi	Manager Territory Modernization Project Operations	- B01
D. Stein	Manager Territory New Installation Project Operations	- B01
E. Masters	General Manager	- B01
P. Cacace	General Manager	- B01
W. Mensche	Service Operations Manager	- B01
K. Murray	General Manager	- B01
A. Robles	Director Existing Installation	- B01
S. Virizlay	General Manager	- B01
T. Whalen	General Manager	- B01
S. Mason	Territory Operations Manager New Installation	- B01
M. Boles	Director New Installation	- B01
P. Dineen	Area Operations Manager Large Projects	- B01
C. LaMantia	Modernization Operations Manager	- B01
E. Lawler	Area Sales Manager Existing Installation	- B01
R. Castle	Territory Operations Manager New Installation	- B01
R. Ellassal	Territory Sales Manager New Installation	- B01
H. Millard	Area Project Executive Large Projects	- B01
G. Pischerchia	Area Project Executive Large Projects	- B01
A. Stein	Territory Modernization Manager	- B01
K. Byzewski	Area Sales Manager Large Projects	- B02
N. Rainwater	Area Service Operations Manager Existing Installation	- B02
H. English	Manager Territory New Installation Project Operations	- B02
D. Sharpe	General Manager	- B02
J. Metke	General Manager	- B02
W. Lippman	Service Sales Manager	- B02
M. Wachs	General Manager	- B02
C. Laurenzano	Branch Manager	- B02
A. Fabiano	Territory Operations Manager New Installation	- B02
D. Papio	Territory Modernization Manager	- B02
D. Seufert	Territory Sales Manager New Installation	- B02
P. Hart	General Manager	- B02
S. Finnegan	Service Operations Manager	- B03
C. McLaurin	Service Sales Manager	- B03
R. Walker	General Manager	- B03
N. Lopez-Dressel	Territory Modernization Manager	- B03
B. Miskell	Territory Operations Manager New Installation	- B03
A. Ruffins	Territory Sales Manager New Installation	- B03
Z. Crabb	General Manager	- B04
G. DerMargosian	Territory Operations Manager New Installation	- B04
M. Johnson	Branch Manager	- B04
B. Bailey	Service Operations Manager	- B04
D. Hite	Service Operations Manager	- B04
M. Lester	Service Sales Manager	- B04
D. Potts	Branch Manager	- B04
M. Milley	Territory Operations Manager New Installation	- B04
I. Zotter	Territory Modernization Manager	- B04
V. Shah	General Manager	- B04
T. Culver	Area Project Executive Large Projects	- B05
E. Wilson	Service Operations Manager	- B05
E. Rivera	Branch Manager	- B05
D. Kai	General Manager	- B05
L. Hilliard	General Manager	- B05
D. Garcia	Territory Operations Manager New Installation	- B05
P. Narve	Territory Modernization Manager	- B05
S. Prachaseri	Territory Sales Manager New Installation	- B05
M. Rivero	Service and Modernization Sales Manager	- B05
B. Stewart	General Manager	- B06
D. Wills	General Manager	- B06
R. Papp	General Manager	- B06
M. Eisnnicher	General Manager	- B06
L. Haefner	General Manager	- B06
D. Sant	General Manager	- B06
B. Craig	Territory Sales Manager New Installation	- B06
R. Robinson	Territory Operations Manager New Installation	- B06
K. Hovatter	Territory Modernization Manager	- B06
S. Huber	Project Executive Large Projects	- B07
J. Stolp	Service Operations Manager	- B07
R. Szec	Branch Manager	- B07
K. Nicholson	General Manager	- B07
K. Groll	General Manager	- B07
R. Miller	General Manager	- B07
J. Wenthold	General Manager	- B07
A. Hrydziusko	Territory Sales Manager New Installation	- B07
R. Karnes	Territory Operations Manager New Installation	- B07
J. Vinci	Territory Modernization Manager	- B07
R. Lowery	General Manager	- B07
B. Burke	General Manager	- B08
F. Schwager	General Manager	- B08
B. Schultz	Branch Manager	- B08
K. Kisamore	General Manager	- B08
S. Kippes	Territory Operations Manager New Installation	- B08
N. Nixon	Territory Operations Manager New Installation	- B08

## 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:

R. Bisson	Chief Executive Officer
S. Virdi	Vice President, Chief Financial Officer and Treasurer
T. Sparno	Sr. Vice President, General Counsel & Secretary

S. Owens	Territory Sales Manager New Installation	-	B08
T. Vance	Territory Operations Manager Modernization	-	B08
K. Bernard	Area Service Operations Manager Existing Installation	-	B08
S. Johnston	Branch Manager	-	B08
P. Parks	General Manager	-	B08
L. DeVille	Area Sales Manager Existing Installation	-	B09
J. Ley	Area Service Operations Manager Existing Installation	-	B09
M. Varela	Area Sales Manager Large Projects	-	B09
J. Terc	General Manager	-	B09
Z. Mitchell	Branch Manager	-	B09
C. Winchell	General Manager	-	B09
S. Bergman	General Manager	-	B09
R. Emerson	Territory Sales Manager New Installation	-	B09
J. Fike	Territory Modernization Manager	-	B09
D. Zarlengo	Territory Operations Manager New Installation	-	B09
J. Rivera	Branch Manager	-	B09
D. Stanley	Area Service Operations Manager Existing Installation	-	B10
D. Hamasaki	District Operations Manager New Installation	-	B10
C. Anglin	Service Operations Manager	-	B10
B. Yorita	District Manager	-	B10
T. Ferro	Branch Manager	-	B10
D. Davis	General Manager	-	B10
K. Donovan	General Manager	-	B10
E. Edmiston	Branch Manager	-	B10
N. Kraus	Territory Sales Manager New Installation	-	B10
B. Lay	General Manager	-	B10
D. Lujan	Territory Operations Manager Modernization	-	B10
R. Testa	Territory Operations Manager New Installation	-	B10
G. Adams	General Manager Adams Elevator Equip. Co.	-	Chicago
H. Caldwell	Manager M&A Integration	-	M&A Integration
V. Garfield	General Manager - ELTEC	-	Seattle
C. Galante	Supervisor / General Manager	-	Chicago
C. Anderson	Supervisor / General Manager	-	Chicago
J. Dell	Branch Manager	-	Goleta, CA
G. Sanfelice Lehmkuhl	Head Non-Production Materials	-	Head Non-Production Materials
G. Bruno	Head Strategic Sourcing & Costing	-	Head Strategic Sourcing & Costing
R. Piovano	Director Key Accounts	-	Key Accounts LPD
B. Hager	Director Key Account Management	-	Key Account Management
K. Rainwater	Vice President Service Sales & Operations	-	Service Sales & Operations
B. Patel	Vice President Business Service Center	-	Business Service Center (BSC)
J. Glowacki	Vice President Repair and Spare Parts	-	Repair and Spare Parts

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

4/19/23



EXPIRY DATE: May 31, 2024

PERFORMANCE BOND No.: 9371739

PERFORMANCE BOND FORM

**GREATER ORLANDO AVIATION AUTHORITY**

KNOW ALL MEN BY THESE PRESENTS that Schindler Elevator Corporation, hereinafter called Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Authority, in the Penal Sum of five million two hundred eight thousand five hundred eighty-four and 00/100 dollars (\$5,208,584.00), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Authority for B13-14 Elevators, Escalators and Moving Sidewalks Maintenance and Repair at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

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 4th day of April, 2023, 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:

Eric Mastin  
Witness

Erica Mastin  
Witness

(Seal)

Schindler Elevator Corporation  
Principal (Name of Contractor)

By: [Signature]  
(Signature)

Its: General Manager  
(Title)

Fidelity and Deposit Company of Maryland  
Name of Surety

By: [Signature]  
(Signature)

Its: Donna M. Planeta, Attorney-In-Fact  
(Title)



Imani Schley

[Signature]  
Witness

Natale Arini

[Signature]  
Witness

Address: 1299 Zurich Way, 5th Floor

Schaumburg, IL 60196-1056

Telephone No.: (800) 626-4577

Fax No.: (877) 812-5754

E-Mail Address: reportsclaims@zurichna.com

N/A  
(Countersignature by  
Florida Licensed Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

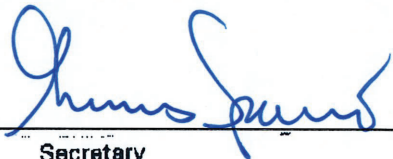
Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**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, Thomas Sparno, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that David Hite who signed the said Bond(s) on behalf of the Principal was then General Manager 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.

**EXHIBIT "A-7"**

**YEAR THREE ADJUSTMENT PRICING**

**01-21 ELEVATORS, ESCALATORS AND MOVING SIDEWALKS MAINTENANCE AND REPAIR**

<b>IFB-01-21 Elevator, Escalator and Moving Sidewalk Maintenance and Repairs Located in Terminal A and B</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UOM</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>EXT. PRICE</b>
<b>1</b>	Elevators	Month	115	\$1,315.92	\$1,815,969.60
<b>2</b>	Escalator - Single Drive	Month	90	\$1,315.92	\$1,421,193.60
<b>3</b>	Moving Sidewalk	Month	9	\$1,315.92	\$142,119.36
<b>4</b>	<b>Additional Working Hours</b>				
a	Mechanic	Hours	1,200	\$205.33	\$246,396.00
b	Helper and Apprentice	Hours	1,200	\$164.26	\$197,112.00
<b>5</b>	<b>Contractors Mark up for Sub Contract Labor, Pars, Materials and Equipment Rental</b>				
		Percentage	\$250,000.00	25%	\$312,500.00
<b>TOTAL ESTIMATED NOT TO EXCEED FOR YEAR THREE AMOUNT</b>					<b>\$4,135,290.56</b>