

GOAA DATE 11/11/20
ITEM NO 6-5
DOCUMENTARY # 100938

AMENDMENT NO. 3
BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
CORELUSA PLANT SERVICES, INC.

PURCHASING CONTRACT 13-17

THIS AMENDMENT NO. 3 made and entered into as of the 26th day of January, 2021, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and CORELUSA PLANT SERVICES, INC. (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract June 1, 2017, and as Amended by Amendment No. 1 dated January 6, 2019, and Amendment No. 2 dated February 27, 2020, and Contractor agreed to provide, predictive maintenance and vibration analysis services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the Contract provides Authority with two (2) options to renew the term of the Contract for two (2) additional periods of one (1) year each; and

WHEREAS, Authority desires to exercise its second option to renew the term of the Contract for an additional period of one year.

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 one (1) year, commencing effective as of June 1, 2021 and expiring May 31, 2022.
2. **Compensation.** During the renewal term of the Contract, the Authority shall pay to Contractor compensation as shown on Attachment "A-3" Unit Prices for the Second Renewal Option, 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 or Letter of Credit.** Upon execution of this Amendment No. 3, 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 extended term in an amount, which is not less than in the amount of **Fifty-Eight Thousand Dollars (\$58,000.00)**.
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. 3, the Contract shall continue in full force and effect in accordance with its terms and conditions.

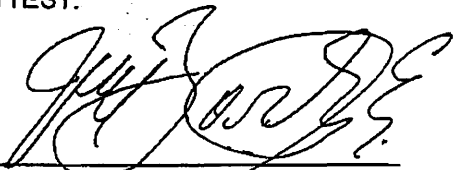
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

ATTEST:


Assistant Secretary

[Official Seal]

ATTEST:

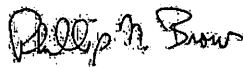

Secretary

[CORPORATE SEAL]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Phillip N Brown
Chief Executive Officer
Jan 25 2021 4:50 PM

By: 
Chief Executive Director

"CONTRACTOR"

CORELUSA PLANT SERVICES, INC.

By: Victor Bardales
Its: President

Print or Type Name

Approved as to Form and Legality
this 13 day of January 20 21
NELSON MULLINS BROAD AND CASSEL
By: O. O. Markler
Greater Orlando Aviation Authority

ATTACHMENT "A-3"

**13-17 PREDICTIVE MAINTENANCE AND VIBRATION ANALYSIS SERVICES
SECOND RENEWAL OPTION
PERIOD OF JUNE 1, 2021 THROUGH MAY 31, 2022**

SERVICES	(a) MONTHLY PRICE (\$)	X	(b) NUMBER OF MONTHS*	=	(c) EXTENSION (\$)
Monthly Price for Predictive Maintenance and Vibration Analysis services (Refer to Attachment A-1 for Equipment List)	<u>\$5,700.00</u>	x	12	=	<u>\$ 68,400.00</u>
	(d) MARKUP (%)	X	(e) ESTIMATED ANNUAL VALUE *	=	(f) EXTENSION (\$)
Estimated Parts, Materials, Rentals & Components Purchased for Predictive Maintenance & Vibration Analysis			\$10,000.00	=	<u>\$10,000.00</u>
Contractor's Mark-up % over its cost for Parts, Materials, Rentals, and Components purchased in accordance with row 2 above (e.g. 1% should be entered as .01)	<u>0.10</u> (expressed in decimals)	x	\$10,000.00	=	<u>\$ 1,000.00</u>
ADJUSTMENTS AND ADDITIONAL WORK	(g) HOURLY RATE (\$)	X	(h) ESTIMATED ANNUAL HOURS*	=	(i) EXTENSION (\$)
Non-Minor Laser Shaft Alignment – Standard Hours	<u>\$ 50.00</u>	x	80	=	<u>\$ 4,000.00</u>
Non-Minor Balancing – Standard Hours	<u>\$ 50.00</u>	x	120	=	<u>\$ 6,000.00</u>
Non-Minor Thermography – Standard Hours	<u>\$ 50.00</u>	x	80	=	<u>\$ 4,000.00</u>
Non-Minor Vibration Analysis – Standard Hours	<u>\$ 50.00</u>	x	120	=	<u>\$ 6,000.00</u>
Non-Minor Field Mechanical Repair – Standard Hours	<u>\$ 50.00</u>	x	110	=	<u>\$ 5,500.00</u>
Non-Minor Adjustment Services Standard Hours as defined in Section 3.5	<u>\$ 50.00</u>	x	80	=	<u>\$ 4,000.00</u>
Additional Work Hours - Standard Hours as defined in Section 3.7	<u>\$ 50.00</u>	x	80	=	<u>\$ 4,000.00</u>
ESTIMATED TOTAL SECOND RENEWAL OPTION					<u>\$112,900.00</u>

EXPIRY DATE: 6/1/2021 - 5/31/2022

PERFORMANCE BOND No.: 41368354

Executed in 3 Counterparts

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Corelusa Plant Services, Inc.
12601 Montford Ln., Riverview, FL 33579 (813) 810-0093, hereinafter called Principal, and
Platte River Insurance Company, PO Box 5900, Madison, WI 53705-0900 (608) 829-4200, a
corporation organized under the laws of the State of Nebraska 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 **Fifty-Eight
Thousand Dollars and Zero Cents (\$58,000.00)**, 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
Purchasing (Bid/Proposal) 13-17, Predictive Maintenance and Vibration Analysis Services, 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 15th day of December, 2020, 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
Hernandez Redhead
Witness

(Seal)

C. Meda
Witness
Antia Navarra
Witness

Corelusa Plant Services, Inc.
Principal (Name of Contractor)
By: [Signature]
(Signature)
Its: President
(Title)

Platte River Insurance Company
Name of Surety
By: [Signature]
(Signature)
Its: Susan L. Reich, Attorney-In-Fact & FL
Licensed Resident Agent*
(Title)

Address: PO Box 5900

Madison, WI 53705-0900

Telephone No.: (608) 829-4200

Fax No.: (800) 798-2029

E-Mail Address: kim@floridasuretybonds.com

*Inquiries (407) 786-7770

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, Victor Bardales, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that it's me who signed the said Bond(s) on behalf of the Principal was then President 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.

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41368354

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- LISA ROSELAND; TERESA L DURHAM; KIM E NIV; JEFFREY W REICH; SARAH K. O'LINN; CHERYL FOLEY -----
----- SUSAN L REICH; GLORIA A RICHARDS; SONJA AMANDA FLOREE HARRIS; ROBERT P. O'LINN -----

its true and lawful Attorney(s)-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, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

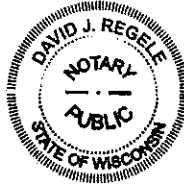


PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of December, 20 20



Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary