

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

SOUTHEAST AIRPORT SERVICES, INC.

TO

PURCHASING CONTRACT 10-21

THIS AMENDMENT NO. 2 made and entered into as of Feb 9, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **SOUTHEAST AIRPORT SERVICES, INC.**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated February 1, 2021, and as amended by Amendment No. 1 dated December 27, 2021, Contractor agrees to provide Federal Inspection Stations (FIS) Customer Service and Support Staff Services at Orlando International Airport; and

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

WHEREAS, the Aviation Authority desires to exercise its first option to renew the term of the Contract for an additional period of one (1) 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 February 8, 2024 and expiring on February 7, 2025.
- 2. Compensation.** The Aviation 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-2", Option Year 1. Compensation shall be paid pursuant to the terms and conditions of 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 this Amendment No. 2 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 to **One Million Dollars (\$1,000,000)**.

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. Fees Associated with Identification Badges and Keys. The Aviation Authority will issue, for a fee, to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. As of October 1, 2023 the fees associated with identification badges and keys will be effective:

New Issue/Renewal	\$100.00
Name Change	\$25.00 (paid at time of issuance)
Addition	\$25.00 (i.e. adding company name, driver, etc.)
Deletion	\$25.00
Lost	\$500.00
Stolen	No Charge with proper documentation
New Hard Key	\$50.00
Lost Hard Key	\$500.00
AOA Vehicle Decal	\$25.00 per vehicle

Note: No personal checks or credit card payments are accepted. Companies will be assessed a \$1,000.00 fee for each non-returned identification badge and \$500.00 for each non-returned key.

7. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 2, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Amendment No. 2 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

By:  boxSIGN 1V9Q39J4-4L2LYW7L

Kevin J. Thibault CEO
Name /Title

Date: Feb 9, 2024

“CONTRACTOR”

SOUTHEAST AIRPORT SERVICES, INC

By:  boxSIGN 88W000-4L2LYW7L

Gerald Montgomery Owner
Name/Title

Date: Jan 18, 2024

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough, LLP

By:  boxSIGN 88W000-4L2LYW7L

Date: Jan 29, 2024

ATTACHMENT "A-2"
FEDERAL INSPECTION STATIONS
CUSTOMER SERVICE AND SUPPORT STAFF SERVICES
OPTION YEAR 1

POSITION	MINMUM POSITION PAY RATE	BILLABLE LABOR RATE*	(X)	ESTIMATED ANNUAL HOURS	(=)	EXTENSION
A. FIS Agents	\$16.26	\$20.85	X	81,120	=	\$1,691,059.97
B. FIS Ambassadors	\$17.88	\$22.77	X	52,000	=	\$1,183,827.84
C. FIS Support Staff	\$16.26	\$21.13	X	72,800	=	\$1,537,902.91
D. Supervisors	--	\$24.46	X	18,720	=	\$457,861.25
E. Admin Assistant	-	\$22.71	X	2,080		47245.7856
F. On-Site Manager	--	\$34.94	X	2,080	=	\$72,682.52

FIRST RENEWAL OPTION FOR AN AMOUNT NOT TO EXCEED	\$4,990,580.28
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* The Bidder's Billable Labor Rates shall include, but not be limited to, the wages paid to all the FIS Agents, FIS Ambassadors, FIS Support Staff, Supervisors, and On-Site Manager, its portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, uniform costs, costs of any health insurance, costs for ID badges and keys, and any other fringe benefits provided to employees, costs of bonds and insurance coverages, travel costs, training costs, other overhead costs, profit margin, and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing applicable FIS Customer Service and Support Staff Services.

SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300 Houston, TX 77042

CONTINUATION CERTIFICATE

Bond No. 3480378
Principal: Southeast Airport Services, Inc.
Bond Amount: \$ 1,000,000.00
Bond Description: 10-21 Federal Inspection Stations Customer Service and Support Staff Services
Obligee: Greater Orlando Aviation Authority

You are hereby notified that the above Bond shall be continued in force for a period effective from:

_____ January 1, 2024 _____ until _____ January 1, 2025 _____

unless it is cancelled by the surety or otherwise terminated. All other terms and conditions remain unchanged.

The aggregate liability of the Surety shall not exceed the amount of this Continuation Certificate. The liability of the Surety shall not cumulate by reason of this Certificate, any Continuation Certificate, Change Rider, endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, or substitution issued in the future.

Signed this 13th day of December , 2023.

SureTec Insurance Company



By: 

Attorney in Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Aaron Steffey, Lisa M. Battista

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed
Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of August, A.D. 2022

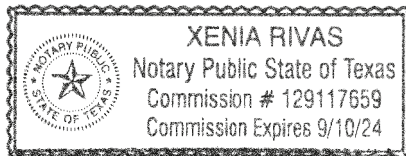
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 3rd day of August, A.D. 2022 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



Xenia Rivas
Xenia Rivas, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 13th day of December, 2023, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary