

AMENDMENT NO. 3

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

SP PLUS TRANSPORTATION AN OPERATING DIVISION OF SP PLUS CORPORATION

TO

CONTRACT 15-19

THIS AMENDMENT NO. 3 made and entered into as of Oct 19, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **SP PLUS TRANSPORTATION AN OPERATING DIVISION OF SP PLUS CORPORATION** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Agreement dated May 1, 2019, as amended by Amendment No. 1, dated July 7, 2022; and as amended by Amendment No. 2 dated May 1, 2023, the Contractor agreed to provide the Aviation Authority with Shuttle Bus Management Services at the Orlando International Airport, Orlando, Florida; and

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

WHEREAS, the Aviation Authority desires and the Contractor agrees to amend the Contract to include continuing the bus operation from Terminal A & B to Terminal C and expanding the leased bus operations as found in Attachment "A-3" Shuttle Bus Operations from Terminal A & B to Terminal C; and

WHEREAS, the Aviation Authority desires to extend the term of the Contract for an additional period of one year; and

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 the Contract Adjustment shall be October 2, 2023.
2. **Contract Extension**. The Contract extension shall be, and hereby is extended for a period of one year, commencing May 1, 2024 and expiring April 30, 2025.
3. **Compensation**. The Aviation Authority shall pay to the Contractor for the contract adjustment and the contract extension, upon satisfactory completion of the work required by the provisions of the Contract, the Rates as found in Attachment "B-3", Contract Adjustment and One Year Extension Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.

4. **Contractor's Performance Bond or Letter of Credit.** Upon execution of this Amendment No. 3, Contractor's Performance Bond shall remain in effect for the remainder of the second renewal term in an amount not less than **Three Million, and 00/100 Dollars (\$3,000,000.00)**. Sixty days prior to the expiration of said Performance Bond, Contractor shall furnish the Aviation Authority with a replacement bond or duly executed rider or other acceptable form of amendment to Contractor's performance bond for the extended term in an amount, which is not less than **Three Million, and 00/100 Dollars (\$3,000,000.00)**.

5. **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.

6. **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."

7. **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.

8. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 3, 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. 3 to be duly executed as of the date and year first above written.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY



boxSIGN 1V3Q39J4-1VVLX6Q2


By: _____

Kevin J. Thibault Chief Executive Officer
Name /Title

Date: Oct 19, 2023

“CONTRACTOR”

**SP PLUS TRANSPORTATION
AN OPERATING DIVISION OF SP PLUS CORPORATION**



boxSIGN 13LB972V-1VVLX6Q2

By: _____

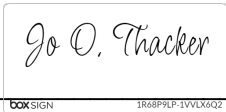
Robert Reiser President - East Airports
Name and Title

Date: Oct 13, 2023

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



boxSIGN 1R68PPLP-1VVLX6Q2

By: _____

Date: Oct 17, 2023

ATTACHMENT "A-3"

SHUTTLE BUS OPERATIONS FROM TERMINAL A & B TO TERMINAL C

The all-inclusive rate per hour will include only actual in-service hours (excluding periods for Pre and Post Trip Inspections, fueling, imaging, Driver readiness time, meals and breaks).

- SP+ will procure 5 Elkhart Coach Ford E350 shuttle buses
 - 4 vehicles will be 2019 models; 1 will be a 2018 model
 - Each vehicle will have an ADA ramp
 - Each vehicle will have a luggage rack
 - With a smaller luggage rack, the vehicles will have 10 passenger seats and 2 wheelchair positions; with a larger luggage rack, the vehicles will have 8 passenger seats and 2 wheelchair positions
 - The vehicles will be gasoline powered
 - All vehicles will be dedicated exclusively for the MCO Service

- SP+ will provide and pay:
 - All vehicle title, registration and licensing fees
 - All vehicle maintenance and repairs
 - All technologies (Zonar and SmartDrive)
 - All insurance coverages
 - All vehicle imaging (daily cleaning and washing at least once per week)
 - All supplies and materials
 - All Drivers and other personnel
 - All other costs of the Service with the exception of fuel, which will be provided by the Aviation Authority

- The service will include:
 - 2 buses in scheduled service 16 hours/day
 - 1 bus in scheduled service 8 hours/day
 - Availability to operate additional vehicles
 - Continuous in-service coverage (during breaks, fueling, etc.)

- The Aviation Authority to provide fuel for shuttle buses during actual in-service hours

ATTACHMENT "B-3"

CONTRACT ADJUSTMENT

OCTOBER 2, 2023 - APRIL 30, 2024

	Hourly Rate	Estimated Hours***	
A. Leased or Owned Bus	<u>\$116.16</u>	20,400	<u>\$2,370,000</u>
D. Leased or Owned Bus	<u>\$85.00</u>	7,300	<u>\$620,500</u>
			<u>\$2,990,500</u>

ONE YEAR EXTENSION

MAY 1, 2024 - APRIL 30, 2025

A. Management Fee*	<u>\$2,463,800</u>
B. Reimbursable Payroll and Operating Expense **(Not to Exceed Amount)	<u>\$9,949,200</u>

	Hourly Rate	Estimated Hours***	
C. Leased or Owned Bus	<u>\$119.64</u>	29,200	<u>\$3,493,700</u>
D Shuttle Bus B to C	<u>\$85.00</u>	14,600	<u>\$1,241,000</u>
			<u>\$17,147,700</u>

* Management Fee shall include all costs as outlined in General Conditions, Section 2.3, Page GC-2.

** Reimbursable Payroll and Operating Expense shall include all costs as outlined in General Conditions, Section 2.4, Pages GC-3 and GC-4. Contractor's aggregate annual invoices shall not exceed the total as stated above for the One Year Extension. It is estimated that an average of 170 reimbursable positions will be needed for the performance of this Contract. The Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances; however, the number of actual employees may range between 160 and 180 as actual conditions may cause the number of employees to be adjusted accordingly. The Aviation Authority shall only reimburse for the positions requested and approved by the Authority and satisfactorily provided by the Contractor.

*** Hours have been estimated. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours to differ from the estimates. The Aviation Authority has no obligation to request any number of hours or to require the use of any number of hours. The Aviation Authority shall only for the hours actually requested by the Aviation Authority and satisfactorily provided by the Contractor.