Board Date: 08/21/2024 Consent Item: I

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

STERLING BUILDING SERVICES, INC.

TO

CONTRACT 09-21 SATELLITE BUILDING JANITORIAL MAINTENANCE

THIS AMENDMENT NO. 2 made and entered into as of Aug 27, 2024 by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Aviation Authority") and STERLING BUILDING SERVICES, INC., (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated September 1, 2021; and as amended by Amendment No. 1 dated September 22, 2023 where Contractor agrees to provide Janitorial Services for Satellite Buildings at Orlando International Airport; and

WHEREAS, the Contract provides the Aviation Authority with options to renew the term of the Contract for two additional periods of one 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 September 1, 2024 and expiring August 31, 2025.
- **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 <a href="Attachment "A-1" First Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- **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. 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."
- **5.** Fees Associated with Identification Badges and Keys. The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance.

Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.

6. 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.

delegate, and the said Contractor. "AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY Kevin J. Thibault CEO Name /Title Date: Aug 27, 2024 "CONTRACTOR" STERLING BUILDING SERVICES, INC. Cesar E. Bermudez Name/Title Date: Aug 23, 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: Jo O. Thacker

Date: Aug 25, 2024

ATTACHMENT "A-1"

FIRST RENEWAL OPTION PRICING

ITEM	DESCRIPTION	0	PTION YEAR 1 RATES	NO. SQ FT	ı	DAILY LABOR COST	DAYS PER YEAR	ANNUAL COST	
1	0446, USDA Inspection	\$	0.004729	12,339	\$	58.36	252	\$	14,705.73
2	0447, USDA/United	\$	0.004815	6,737	\$	32.44	252	\$	8,174.54
3	0616 Waste Management	\$	0.009159	1,569	\$	14.37	104	\$	1,494.56
4	0760 Level 1&2 West Cargo	\$	0.009320	-	\$	-	252	\$	-
5	0761 West Cargo	\$	0.008293	6,376	\$	52.87	252	\$	13,323.99
6	0805 Information Technologies 3 days Cleaning	\$	0.006581	6,838	\$	45.00	156	\$	7,019.60
7	0805 Information Technologies 2 day trash pickup	\$	0.007287	6,838	\$	49.83	104	\$	5,181.95
8	0806 CEF Building South 3 day cleaning	\$	0.005275	13,716	\$	72.35	156	\$	11,287.11
9	0806 CEF Building South 2 day cleaning	\$	0.005981	13,716	\$	82.04	104	\$	8,532.11
10	0810 Maintenance 3 day cleaning	\$	0.006752	6,629	\$	44.76	156	\$	6,982.10
11	0810 Maintenance 2 day cleaning	\$	0.007447	6,629	\$	49.37	104	\$	5,134.22
12	0811 purchasing/Material Control 3 day cleaning	\$	0.008453	5,026	\$	42.48	156	\$	6,627.63
13	0811 purchasing/Material Control 2 day cleaning	\$	0.009159	5,026	\$	46.03	104	\$	4,787.55
14	0812 Shops 3 day cleaning	\$	0.003959	13,843	\$	54.80	156	\$	8,549.49
15	0812 Shops 2 day Trash pick up	\$	0.004665	13,843	\$	64.58	104	\$	6,716.36
16	0814 Security/K9 3 day cleaning	\$	0.008079	1,990	\$	16.08	156	\$	2,507.89
17	0814 Security/K9 2 day trash pickup	\$	0.008785	1,990	\$	17.48	104	\$	1,818.08
18	0824 Parking Admin 3 day cleaning	\$	0.026536	1,763	\$	46.78	156	\$	7,298.14
19	0824 Parking Admin 2 day trash pickup	\$	0.027242	1,763	\$	48.03	104	\$	4,994.91
20	0830 Bradford Space	\$	0.009320	7,600	\$	70.83	252	\$	17,849.09
21	0455 Lambry Properties (3 day cleaning)	\$	0.005864	9,937	\$	58.27	156	\$	9,089.59
22	0455 Lambry Properties 2 day trash pick up	\$	0.006559	9,937	\$	65.18	104	\$	6,778.49
23	0854 GOAA Office Annex 3 day cleaning	\$	0.005981	58,516	\$	350.00	156	\$	54,600.27
24	0854 GOAA Office Annex 2 day trash pick up	\$	0.006730	58,516	\$	393.83	104	\$	40,958.34
25	0854 GOAA Office Annex 5 day policing	\$	0.003916	58,516	\$	229.16	252	\$	57,748.41
26	0858 AVIS Budget Group	\$	0.005157	11,061	\$	57.05	252	\$	14,375.59
27	1400 HBJ	\$	0.009106	5,380	\$	48.99	252	\$	12,345.14
28	0857, 0856, 0861, 0763 guard services	\$	0.140309	674	\$	94.57	252	\$	23,831.22
29	1023 Centerfield Airfield Fire Administration	\$	0.012990	4,068	\$	52.84	104	\$	5,495.62
30	0529 Check Point Alpha	\$	0.034080	1,330	\$	45.33	252	\$	11,422.09
31	0837 Check Point Charlie	\$	0.039076	1,160	\$	45.33	252	\$	11,422.81
32	0837 Check Point Delta	\$	0.039404	1,150	\$	45.31	252	\$	9,279.40
33	NPP (Blue Lot) 3 times/week	\$	29.52		\$	29.52	156	\$	4,605.32
34	Taxi Hold Lot Restrooms - 4 times day - 7 days per week	\$	117.96		\$	117.96	365	\$	43,054.23
35	North Cell Lot Restrooms - 4 times day - 7 days per week	\$	117.96		\$	117.96	365	\$	43,054.23
36	EPG Restroom - 1 time per week	\$	29.52		\$	29.52	52	\$	1,535.11
37	Check Point Charlie - 2 times day - 7 days per week	\$	58.96		\$	58.96	365	\$	21,519.31
38	Check Point Delta - 2 times day - 7 days per week	\$	58.96		\$	58.96	365	\$	21,519.31
39	West Electric Vault	\$	86.54		\$	86.54	104	\$	9,000.00
				354,476 ANNUAL TOTAL		\$ 544,619.54			

ATTACHMENT "A-1"

FIRST RENEWAL OPTION PRICING

ITEM	ORLANDO EXECUTIVE AIRPORT (OEA)	o	PTION YEAR 1 RATES	NO. SQ FT	L	DAILY ABOR COST	DAYS PER YEAR	ANNUAL COST	
40	0153 OEA Admin Building (3 day per week)	\$	0.00739	8,875	\$	65.62	156	\$	10,236.58
41	0153 OEA Admin Building yearly pressure washing	\$	0.25000	8,875	\$	2,218.75	1	\$	2,218.75
42	0153 OEA Admin Building (Cycle Cleaning)	\$	0.35000	8,875	\$	3,106.25	1	\$	3,106.25
43	0152 OEA Maintenance Shops (3 day per week)	\$	0.03704	373	\$	13.82	156	\$	2,155.48
44	0152 OEA Maintenance Shops (Pressure Washing)	\$	0.25000	373	\$	93.25	1	\$	93.25
				27,371	1 FIRST OPTION			\$	17,810.31
				381,847				\$	562,429.85

ITEM		HOURLY RATE	# HOURS		
45	Additional Services	\$30.09	200	\$	6,017.68

TOTAL OPTION FIRST RENEWAL OPTION PRICING FOR AN AMOUNT NOT TO EXCEED \$ 568,447.53