

AMENDMENT NO. 2
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
ABLE TOWING AND ROADSIDE, LLC
TO
PURCHASING CONTRACT 19-22

THIS AMENDMENT NO. 2 made and entered into as of Nov 27, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **ABLE TOWING AND ROADSIDE, LLC**, (hereinafter referred to as "Contractor").

W I T N E S S E T H:

WHEREAS, by Contract dated April 1, 2022, and Amendment No. 1 dated April 23, 2023, Contractor agreed to provide Vehicle Towing and Storage Services at Orlando International Airport, Orlando, Florida (the "Contract"); and

WHEREAS, the initial term of the Contract currently expires March 31, 2025; 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;

WHEREAS, the Aviation Authority desires to exercise the first and second options to renew the term of the Contract for an additional period of two (2) years; and

WHEREAS, the Aviation Authority desires and the Contractor agrees to amend the Contract to define the Daily Storage Fees and Lien Fees.

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 two (2) years, commencing effective as of April 1, 2025, and expiring March 31, 2027.
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", First Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Contract Adjustment.** Section Three, Scope of Work, paragraph 3.13 Contractor's Fee's is adjusted to further define the Daily Storage Fee and Lien Fees:

3.13 Contractor's Fees

a. Daily Storage and Administrative Fees

- 1) Contractor shall charge the vehicle owner the Daily Storage Fee as set forth in the Bid Form for storing a vehicle in its storage facility based on a twenty-four (24) hour day. The initial twenty-four (24) hours of storage shall be without charge. Thereafter, the Daily Storage Fee will apply, and any fraction of a day will count as a full day.
- 2) An administration fee may be charged to the vehicle owner and/or lien holder after an initial forty-eight (48) hours of storage has occurred, provided the Contractor has complied with the requirement of Florida Statutes 713.78, including the execution and mailing of lien notice.

b. Lien Fees

- 1) Pursuant to Florida law, Contractor may claim a lien on motor vehicles or vessels for specified fees, and Florida law provides a process for foreclosing on such lien if fees remain unpaid. If any vehicle is towed for a reason other than the request of the owner or operator, it is a non-consensual tow.
- 2) In addition to the amount due for the towing and storage of the vehicle, Contractor may charge an administrative fee of up to \$250 for releasing the claim of lien.

4. **Contractor's Performance Bond.** Prior to the execution of this Amendment No. 2, Contractor shall furnish Aviation 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 an amount which is not less than **\$200,000.00**.
5. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the 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.
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 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.”

7. **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.

8. **Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.** The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit **“B-2” Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services**
9. **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 duly executed as of the date and year first above written.

**“AVIATION AUTHORITY”
GREATER ORLANDO AVIATION AUTHORITY**

By:  box SIGN 1V3Q39J4-1XP28R95

Kevin J. Thibault
Name / Title

Date: Nov 27, 2024

**“CONTRACTOR”
ABLE TOWING & ROADSIDE, LLC**

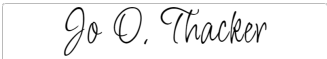
By:  box SIGN 1J522JQ8-1XP28R95

Mohamad Aburish
Name / Title

Date: Nov 25, 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:  box SIGN 1R68P9LP-1XP28R95

Date: Nov 25, 2024

ATTACHMENT "A-2"
FIRST RENEWAL OPTION PRICING
PURCHASING CONTRACT 19-22
VEHICLE TOWING AND STORAGE SERVICES

YEAR FOUR
TERM: 04/01/2025-03/31/2026

YEAR 4				
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)	ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)				
A	Relocation/Towing to Authority Impound Lot (Public Charge)	\$50.00 per Tow	1	\$50.00
B	Towing to Contractor's Storage Facilities (Public Charge)	\$100.00 per Tow	1	\$100.00
C	Relocation/Towing to/Within Authority Property (OIA-Authority Charge)	\$50.00 per Tow	1	\$50.00
D	Relocation/Towing to Contractor's Storage Facilities (OIA-Authority Charge)	\$50.00 per Tow	1	\$50.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)				
E	Truck 1 Hourly Rate	\$36.02 per hour	8,760	\$315,491.40
	Truck 2 Hourly Rate	\$36.02 per hour	3,500	\$126,052.50
	Rate for Towing in connection with Standby Service for:			
F	Relocation/Towing to/Within Authority Impound Lot (OIA-Authority Charge)	\$50.00 per Tow	500	\$25,000.00
G	Drop Fee (Public Charge)	\$25.00 per Drop	1	\$25.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):				
H	Relocation/Towing to Contractor's Storage (Public Charge)	\$100.00 per Tow	1	\$100.00
I	Relocation/Towing to/Within Authority Property (OEA-Authority Charge)	\$50.00 per Tow	1	\$50.00
ADDITIONAL SERVICES				
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00 per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00 per Vehicle	1	\$300.00
TOTAL YEAR FOUR (4) BID PRICE (SUM OF ITEM A THROUGH K)				\$467,300.00

YEAR FIVE
TERM: 04/01/2026-03/31/2027

YEAR 5					
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)		ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)					
A	Relocation/Towing to Authority Impound Lot (Public Charge)	\$50.00	per Tow	1	\$50.00
B	Towing to Contractor's Storage Facilities (Public Charge)	\$100.00	per Tow	1	\$100.00
C	Relocation/Towing to/Within Authority Property (OIA-Authority Charge)	\$50.00	per Tow	1	\$50.00
D	Relocation/Towing to Contractor's Storage Facilities (OIA-Authority Charge)	\$50.00	per Tow	1	\$50.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)					
E	Truck 1 Hourly Rate	\$36.02	per hour	8,760	\$315,491.40
	Truck 2 Hourly Rate	\$36.02	per hour	3,500	\$126,052.50
	Rate for Towing in connection with Standby Service for:				
F	Relocation/Towing to/Within Authority Impound Lot (OIA-Authority Charge)	\$50.00	per Tow	500	\$25,000.00
G	Drop Fee (Public Charge)	\$25.00	per Drop	1	\$25.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):					
H	Relocation/Towing to Contractor's Storage (Public Charge)	\$100.00	per Tow	1	\$100.00
I	Relocation/Towing to/Within Authority Property (OEA-Authority Charge)	\$50.00	per Tow	1	\$50.00
ADDITIONAL SERVICES					
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00	per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00	per Vehicle	1	\$300.00
		TOTAL YEAR FIVE (5) BID PRICE (SUM OF ITEM A THROUGH K)			\$467,300.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

A. Daily Storage Fee \$ _ 20

B. Drop Fee \$ _____ 25

C. Tow Out Fee \$ _____ 50

Note:

A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.

B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.

C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.

D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to L) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

ATTACHMENT B-2

GREATER ORLANDO AVIATION AUTHORITY

**Nongovernmental Entity Declaration Regarding
the Use of Coercion for Labor and Services**

Nongovernmental Entity's Name: Able Towing and Roadside LLC

Nongovernmental Entity's FEIN: 82-4851819

Authorized Officer or Representative Name and Title: Mohamad Aburish Owner

Nongovernmental Entity's Address: 250 Thorpe Road

City: Orlando State: FL ZIP: 32824

Phone Number: 407-866-3464 Email Address: abletowingfl@gmail.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: : Mohamad Aburish
box SIGN 1J522JQ8-1XP28R95

Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: Mohamad Aburish Date: Nov 25, 2024