

**ELITE LINE SERVICES, INC.**  
**CONTRACT FOR REQUEST FOR PROPOSALS #16-042**  
**AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO THE MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGES AGREEMENT ("Amendment No. 1") is hereby made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and ELITE LINE SERVICES, INC., a corporation authorized to do business in the State of Florida ("Contractor") (Each at times referred to in this Amendment No. 1 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Contractor entered into a Contract for Maintenance and Operation of the Baggage Handling System and Passenger Loading Bridges at Pensacola International Airport ("Original Agreement") dated January 20, 2017; and

WHEREAS, City and Contractor desire to further amend the Original Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Original Agreement be amended as provided herein.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Passenger Loading Bridges.** Section 5 Passenger Loading Bridges is hereby deleted in its entirety and replaced with:

The passenger loading bridges are comprised of ten (10) John Bean Technologies (JBT) Corporation passenger loading bridges, including pre-conditioned air units, ground power units and baggage valets and/or baggage slides located on each bridge.

Contractor shall operate and maintain the passenger loading bridges in a first class manner utilizing in all respects the highest standards and best practices found in passenger loading bridge system operations in the United States. Contractor shall employ practices which will maximize operational time and minimize down time,

while remaining consistent with the high quality of service required for Airport customers and patrons by City.

#### 5.01 Additional Assigned Areas

The City shall assign approximately 342 sq. ft. of secured area for the storage of passenger loading bridge spare parts and equipment. The assigned secured area and the dimensions of the assigned secured area are subject to change at the Airport Director's discretion.

(3) **Maintenance of Passenger Loading Bridges.** Section 6 Maintenance of Passenger Loading Bridges is hereby deleted in its entirety and replaced with:

The Contractor shall furnish all services, labor, equipment, tools, insurance, permits, and fees (if any) necessary to perform day-to-day passenger loading bridge maintenance services for the John Bean Technologies (JBT) Corporation passenger loading bridges at gates 1-10 at the Pensacola International Airport, excluding the pre-conditioned air units, but including the ground power units, baggage slides, and baggage valets located on each bridge.

The Contractor shall not remove any device from operation without approval of the Airport Director unless the device's continued use could, in the opinion of the Contractor, be a safety or security hazard. Upon removal of a device from service the Contractor shall immediately notify the Airport Director of such action.

Passenger loading bridge maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the passenger loading bridge is minimized. To minimize operational impact to the user airlines, the Contractor shall carry out the maintenance and/or repairs of the equipment at night and during off-peak periods.

The Contractor shall check each device to ensure that any safety directive issued by the manufacturer subsequent to the manufacture and installation of the equipment have been adequately addressed and shall inform the Airport Director of deficient items.

#### 6.01 Quarterly Bridge Maintenance

Each quarter, the Contractor shall inspect, repair, and lubricate the affected passenger loading bridges in accordance with the Exhibit G. During the semi-annual inspections, Contractor shall pressure wash all bridge exteriors. During the annual inspections, the Contractor shall treat and/or touch up exterior chips, cracks, and rust as needed.

#### 6.02 Load Bank Test

On a semi-annual basis, the contractor shall perform a full load bank test on each ground power unit to ensure proper operation and voltage output. Said test shall stimulate actual operations procedures in accordance with the Exhibit G.

#### 6.03 Equipment, Parts and Chemicals

A. The Contractor shall provide all equipment, tools and permits required to provide the services, including but not limited to scissor lifts, fork trucks, and carts for manual transport of materials.

B. The Contractor shall maintain a full stock of spare parts and shall work with the Airport Director to procure and re-order spare parts as needed. All parts used by the Contractor in the prosecution of this contract shall be approved by the manufacturer of the equipment for use in the devices being maintained. Should the City order parts and materials through the Contractor, such parts and materials shall be invoiced for payment from the City at the prevailing Contractor's cost. Prevailing Contractor's cost shall be defined as the Contractor's actual cost of material, plus shipping, plus ten percent (10%) for Contractor's overhead expenses. Storage of spare parts shall be the responsibility of the Contractor, and the Contractor shall do so within the space provided by the City.

C. Whenever an item of spare parts, equipment, expendables or consumables is used by the Contractor in the performance of the Contracting Documents, such item shall be repaired and/or replaced in the spare parts, equipment, consumable and expendable inventory as provided under the Contracting Documents.

D. Should any part be covered under warranty, the Contractor shall be responsible for accurately recording, tracking and returning the part to the respective manufacturer for replacement under the terms of the warranty.

E. Contractor shall be responsible for the safe keeping of stock of spare parts purchased by or reimbursed by the Airport.

F. Contractor shall provide an annual budget amount to the Airport Director for the purchase of replacement parts based on past and anticipated usage.

G. Should the Contractor use any chemicals in the performance of the contract to be entered into, the Contractor shall furnish and use only those chemicals that have been approved for use in such services and which the successful bidder is licensed to use. Restricted-use chemicals shall not be used without the prior written approval of the Airport Director.

H. The Contractor will be required to provide the Airport Director with all appropriate Material Safety Data Sheets for the chemicals used in the performance of the contract.

(4) **City's Option to Extend.** Section 8.02 City's Option to Extend is hereby amended as of the Effective Date of this Amendment No. 1 as follows:

City reserves the right to renew the Contracting Documents, at the sole discretion of the City and under terms and conditions to be determined by the City, for ~~two~~ five (2) (5) additional one (1) year terms. If the City chooses to exercise its right to renew the Contracting Documents, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right one hundred fifty (150) days before the expiration of the Contracting Documents. The Contractor shall have the choice as to whether to

accept the City's proposal or allow the Contracting Documents to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

(5) **Attorney's Fees.** Section 29 Attorney's Fees is hereby deleted in its entirety and replaced with the heading Reserved.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed and sealed the day and year first above written.

**CONTRACTOR**

**CITY OF PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

By \_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved as to Substance:

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

Legal in form and execution:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney