

9/16/20  
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AMENDMENT NO. 4

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY  
AND  
REPUBLIC SERVICES OF FLORIDA, LP

TO

PURCHASING CONTRACT 06-17

THIS AMENDMENT NO. 4 made and entered into as of the 1 day of DECEMBER, 2020, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Authority") and REPUBLIC SERVICES OF FLORIDA, LP (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, by Contract dated October 1, 2016, as amended by Amendment No. 1 dated December 29, 2017, Amendment No. 2 dated March 1, 2019 and Amendment No. 3 dated September 23, 2019, Contractor agreed to provide the Authority with Trash Removal Services at Orlando International Airport, Orlando, Florida; and

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

WHEREAS, Authority desires to exercise its second renewal option 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:

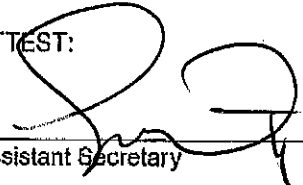
1. **Renewal Term of Contract.** The term of the Contract shall be, and hereby is renewed and extended for a period of one (1) year, commencing effective as of October 1, 2020 and expiring September 30, 2021.
2. **Compensation.** Authority shall pay to the Contractor, upon satisfactory completion of the work required by the provisions of the Contract, as shown on Attachment "A-4", **Second Renewal Option Unit Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
3. **Contractor's Performance Bond or Letter of Credit.** Prior to the execution of this Amendment No. 4, Contractor shall furnish 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 Two Hundred Thousand and 00/100 Dollars (\$200,000.00).
4. **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.

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. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 4, the Contract shall continue in full force and effect in accordance with its terms and conditions.

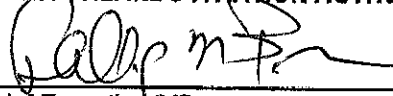
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed as of the date and year first above written.

ATTEST:  
  
\_\_\_\_\_  
Assistant Secretary

[Official Seal]

**"AUTHORITY"**

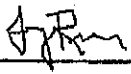
**GREATER ORLANDO AVIATION AUTHORITY**

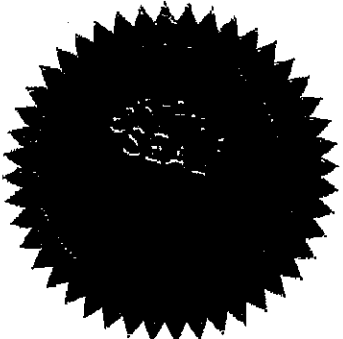
By:   
\_\_\_\_\_  
Chief Executive Officer

**"CONTRACTOR"**

**REPUBLIC SERVICES OF FLORIDA, LP**

ATTEST:  
\_\_\_\_\_  
Secretary

By:   
\_\_\_\_\_  
Its: General Manager  
\_\_\_\_\_  
Trey Richardson  
\_\_\_\_\_  
Print or Type Name and Title



Approved as to Form and Legality  
this 13 day of November, 2020

NELSON MULLINS BROAD AND CASSEL,

By:   
\_\_\_\_\_  
Greater Orlando Aviation Authority

ATTACHMENT "A-4"  
PURCHASING CONTRACT 06-17  
TRASH REMOVAL AND RECYCLING SERVICES

SECOND RENEWAL OPTION UNIT PRICING

COMPACTOR/CONTAINER MONTHLY RENTAL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$234.09
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00

RECYCLING COMPACTOR/CONTAINER MONTHLY USER FEES

Type	Monthly (Per Unit) (\$)
33-Yard Compactor	\$234.09
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00
8-Yard Front End Loader Container	\$0.00

COMPACTOR/CONTAINER PULL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$150.86
30-Yard Open Container	\$140.45
20-Yard Open Container	\$140.45

RECYCLING COMPACTOR/CONTAINER PULL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$150.86
30-Yard Open Container	\$140.45
20-Yard Open Container	\$140.45

RECYCLING FRONT END LOADER PULL FEES

Type	Unit Price (\$)*
8-Yard Front End Loader Monthly fee (Includes 2 pulls per week)	\$171.67

**SANITIZING AND DISINFECTING**

Type	Unit Price (\$)
33-Yard Compactor	\$100.00
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00

**RECYCLING COMPACTOR/CONTAINER/ FRONT END LOADER SANITIZING AND DISINFECTING**

Type	Monthly (Per Unit) (\$)
33-Yard Compactor	\$100.00
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00
8-Yard Front End Loader Container	\$0.00

**CONTAMINATED LOAD TRANSPORT PULL FEE**

Type	Unit Price (\$)
From a Recycling Facility to a different Trash Disposal Facility	\$150.86

**ESTIMATED AMENDMENT NO. 3 TOTAL VALUE: \$437,370.00**

**\* Unit Price for Pull Fees shall include City of Orlando Franchise Fee.**

## CONTINUATION CERTIFICATE

The Fidelity and Deposit Company of Maryland (hereinafter called the Surety) hereby continues in force its Bond No. 09179273 in the sum of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) Dollars, on

behalf of Republic Services of Florida, Limited Partnership

in favor of Greater Orlando Aviation Authority

subject to all the conditions and terms thereof through September 30, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30 day of July, 2020.

Fidelity and Deposit Company of Maryland

Surety

By: 

Amber Engel Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Holly E. ULFERS, Roxana PALACIOS, Kathleen M. MITCHELL, Jamie ARMFIELD, Debbie LINDSTROM, Scott C. ALDERMAN, Timothy S. BUHITE, Amber ENGEL, Peggy A. FIRTH, Brandi HEINBAUGH**, all of Seattle, Washington, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of February, A.D. 2020.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 27th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By- Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of July, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577