

**AMENDMENT NO. 3**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**BIO-TECH CONSULTING, INC.,**

**TO**

**PURCHASING CONTRACT 10-19**

**THIS AMENDMENT NO. 3** made and entered into as of the 11th day of August, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **BIO-TECH CONSULTING, INC.**, (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated September 1, 2019, Amendment No. 1 dated May 11, 2021, and Amendment No. 2 dated May 22, 2022; Contractor agrees to provide Aquatic Weed Control Services at Orlando International Airport (OIA), and Orlando Executive Airport, (OEA) Orlando, Florida; 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; and

**WHEREAS**, the Aviation Authority desires to exercise its second 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, 2023 and expiring August 31, 2024.

**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-3", Second Renewal Option Pricing. Compensation shall be paid pursuant to the terms and conditions of the Contract.

**3. Contractor's Performance Bond.** Prior to the execution of this Amendment No. 3, 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 **One Hundred and Fifty Thousand Dollars (\$150,000.00).**

**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. 3, 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. 3 to be duly executed as of the date and year first above written.

**“AVIATION AUTHORITY”**

ATTEST:

**GREATER ORLANDO AVIATION AUTHORITY**

\_\_\_\_\_  
Assistant Secretary

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

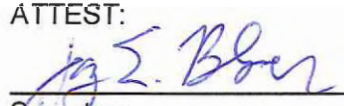
Date: \_\_\_\_\_

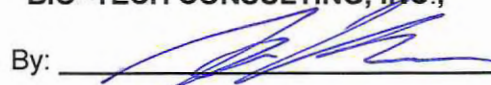
[Official Seal]

**“CONTRACTOR”**

ATTEST:

**BIO -TECH CONSULTING, INC.,**

  
\_\_\_\_\_  
Secretary

By:  \_\_\_\_\_

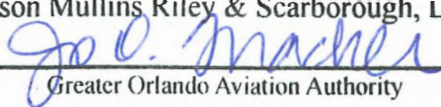
Its: President \_\_\_\_\_

John Miklos, President \_\_\_\_\_

Print or Type Name and Title

Date: 5/18/2023

[Corporate Seal]

Approved as to Form and Legality  
this 8 day of August, 20 23  
Nelson Mullins Riley & Scarborough, L.L.P.  
By  \_\_\_\_\_  
Greater Orlando Aviation Authority

**ATTACHMENT "A-3"**

**SECOND RENEWAL OPTION PRICING**

**PURCHASING CONTRACT 10-19**

**AQUATIC WEED CONTROL SERVICES**

<b>BIO-TECH CONSULTING, INC.</b>				
<b>AREA*</b>	<b>ACRES</b>	<b>MONTHLY</b>	<b>2nd Opt</b>	<b>EXTENSION</b>
<b>Orlando International Airport - Locations</b>				
A-1	11.82	12	\$ 223.40	\$ 2,680.78
A-2	7.19	12	\$ 135.89	\$ 1,630.69
A-3	0.65	12	\$ 12.29	\$ 147.42
A-3.A	2.37	12	\$ 44.79	\$ 537.52
A-3.B	2.4	12	\$ 45.36	\$ 544.32
A-4	0.31	12	\$ 5.86	\$ 70.31
A-5	2.49	12	\$ 47.06	\$ 564.73
A-6	0.59	12	\$ 11.15	\$ 133.81
A-7	1.14	12	\$ 21.55	\$ 258.55
A-8	1.13	12	\$ 21.36	\$ 256.28
A-9	0.3	12	\$ 5.67	\$ 68.04
A-10	0.9	12	\$ 17.01	\$ 204.12
A-11	0.48	12	\$ 9.07	\$ 108.86
A-12	0.16	12	\$ 3.02	\$ 36.29
A-13	0.96	12	\$ 18.14	\$ 217.73
B-1	2.06	12	\$ 38.93	\$ 467.21
B-2	1.82	12	\$ 34.40	\$ 412.78
B-3	0.2	12	\$ 3.78	\$ 45.36
B-4	2.74	12	\$ 51.79	\$ 621.43
B-5	0.21	12	\$ 3.97	\$ 47.63
B-6	9.22	12	\$ 174.26	\$ 2,091.10
B-7	0.54	12	\$ 10.21	\$ 122.47
B-8	0.46	12	\$ 8.69	\$ 104.33
B-9	8.58	12	\$ 162.16	\$ 1,945.94
B-10	1.02	12	\$ 19.28	\$ 231.34
B-11	5.12	12	\$ 96.77	\$ 1,161.22
B-12	0.93	12	\$ 17.58	\$ 210.92
B-13	1.59	12	\$ 30.05	\$ 360.61
B-13.A	0.15	12	\$ 2.84	\$ 34.02
B-13.B	0.15	12	\$ 2.84	\$ 34.02
B-13.C	1.76	12	\$ 33.26	\$ 399.17
B-14	1.37	12	\$ 25.89	\$ 310.72
B-14.A	1.01	12	\$ 19.09	\$ 229.07
B-15	8.43	12	\$ 159.33	\$ 1,911.92
B-16	16.17	12	\$ 305.61	\$ 3,667.36

AREA*	ACRES	MONTHLY	2nd Opt	EXTENSION
B-17	1.73	12	\$ 32.70	\$ 392.36
B-17.A	0.33	12	\$ 6.24	\$ 74.84
B-18	8.19	12	\$ 154.79	\$ 1,857.49
B-19	0.12	12	\$ 2.27	\$ 27.22
B-20	3.01	12	\$ 56.89	\$ 682.67
B-21	8.87	12	\$ 167.64	\$ 2,011.72
B-22	13.51	12	\$ 255.34	\$ 3,064.07
B-24	14.12	12	\$ 266.87	\$ 3,202.42
B-25	2.17	12	\$ 41.01	\$ 492.16
B-26	4.8	12	\$ 90.72	\$ 1,088.64
B-26.A	4.25	12	\$ 80.33	\$ 963.90
B-27	1.21	12	\$ 22.87	\$ 274.43
B-28	0.96	12	\$ 18.14	\$ 217.73
B-29	3.78	12	\$ 71.44	\$ 857.30
B-30	72.25	12	\$1,365.53	\$ 16,386.30
B-33	31.51	12	\$ 340.20	\$ 4,082.40
B-33. A	4.20	12	\$ 79.38	\$ 952.56
B-33. B	31.54	12	\$ 349.65	\$ 4,195.80
B-34	2.45	12	\$ 46.31	\$ 555.66
B-35	20.57	12	\$ 388.77	\$ 4,665.28
B-40	6.32	12	\$ 119.45	\$ 1,433.38
B-40.A	2.15	12	\$ 40.64	\$ 487.62
B-42	6.45	12	\$ 121.91	\$ 1,462.86
C-1	0.4	12	\$ 7.56	\$ 90.72
C-2	28.76	12	\$ 543.56	\$ 6,522.77
C-3	0.26	12	\$ 4.91	\$ 58.97
C-4	0.14	12	\$ 2.65	\$ 31.75
C-5	0.24	12	\$ 4.54	\$ 54.43
C-6	0.46	12	\$ 8.69	\$ 104.33
C-7	0.88	12	\$ 16.63	\$ 199.58
C-8	0.93	12	\$ 17.58	\$ 210.92
C-9	0.74	12	\$ 13.99	\$ 167.83
C-10	0.35	12	\$ 6.62	\$ 79.38
C-11	0.73	12	\$ 13.80	\$ 165.56
C-12	0.79	12	\$ 14.93	\$ 179.17
C-12.A	0.32	12	\$ 6.05	\$ 72.58
C-12.B	0.91	12	\$ 17.20	\$ 206.39
C-12.C	2.68	12	\$ 50.65	\$ 607.82
C-13	1.22	12	\$ 23.06	\$ 276.70
C-14	5.79	12	\$ 109.43	\$ 1,313.17
C-15	0.14	12	\$ -	\$ -
C-16	0.87	12	\$ 16.44	\$ 197.32
C-17	0.87	12	\$ 16.44	\$ 197.32
C-18	0.92	12	\$ 18.33	\$ 220.00
C-19	0.06	12	\$ 1.13	\$ 13.61
C-20	0.68	12	\$ 12.85	\$ 154.22

AREA*	ACRES	MONTHLY	2nd Opt	EXTENSION
C-21	0.04	12	\$ 0.76	\$ 9.07
C-22	0.08	12	\$ 1.51	\$ 18.14
C-23	0.01	12	\$ 0.19	\$ 2.27
C-24	0.11	12	\$ 2.08	\$ 24.95
C-25	0.52	12	\$ 9.83	\$ 117.94
C-27	0.21	12	\$ 3.40	\$ 40.82
C-26	0.18	12	\$ 3.97	\$ 47.63
C-28.A	0.54	12	\$ 10.21	\$ 122.47
C-28.B	0.28	12	\$ 5.29	\$ 63.50
C-28.C	0.47	12	\$ 8.88	\$ 106.60
C-28.D	2.05	12	\$ 38.75	\$ 464.94
C-29	30.93	12	\$ 584.58	\$ 7,014.92
C-29.A	0.29	12	\$ 5.48	\$ 65.77
C-29.B	2.14	12	\$ 40.45	\$ 485.35
C-30	1.35	12	\$ 21.26	\$ 255.15
C-31	2.32	12	\$ 43.85	\$ 526.18
C-31.A	1.87	12	\$ 35.34	\$ 424.12
C-31.B	1.55	12	\$ 29.30	\$ 351.54
C-32	0.11	12	\$ 2.08	\$ 24.95
C-34.A	3.75	12	\$ 70.88	\$ 850.50
C-34.B	29.57	12	\$ 558.87	\$ 6,706.48
C-35	237.95	12	\$4,497.26	\$ 53,967.06
C-36	6.2	12	\$ 117.18	\$ 1,406.16
C-37	2.62	12	\$ 49.52	\$ 594.22
C-38	10.75	12	\$ 203.18	\$ 2,438.10
C-39	7.51	12	\$ 141.94	\$ 1,703.27
C-40	25.86	12	\$ 488.75	\$ 5,865.05
C-42	11.43	12	\$ 216.03	\$ 2,592.32
C-43	5.71	12	\$ 107.92	\$ 1,295.03
C-44	0.28	12	\$ 5.29	\$ 63.50
C-46	0.33	12	\$ 6.24	\$ 74.84
C-47	1.53	12	\$ 28.92	\$ 347.00
C-48	0.88	12	\$ 16.63	\$ 199.58
C-49	2.29	12	\$ 43.28	\$ 519.37
C-50	5.28	12	\$ 99.79	\$ 1,197.50
C-51	3.95	12	\$ 74.66	\$ 895.86
C-52	10.42	12	\$ 196.94	\$ 2,363.26
C-53	6.34	12	\$ 119.83	\$ 1,437.91
C-54	1.16	12	\$ 21.92	\$ 263.09
C-55	1.41	12	\$ 26.65	\$ 319.79
C-56	6.16	12	\$ 116.42	\$ 1,397.09
C-57	12.9	12	\$ 243.81	\$ 2,925.72
C-58	18.99	12	\$ 358.91	\$ 4,306.93
C-59	12.96	12	\$ 244.94	\$ 2,939.33
C-62	6.05	12	\$ 114.35	\$ 1,372.14
C-63	9.11	12	\$ 172.18	\$ 2,066.15
C-63.A	2.81	12	\$ 53.11	\$ 637.31

AREA*	ACRES	MONTHLY	2nd Opt	EXTENSION
C-63.B	0.31	12	\$ 5.86	\$ 70.31
C-64	1.77	12	\$ 33.45	\$ 401.44
C-65	0.54	12	\$ 10.21	\$ 122.47
C-66	1.43	12	\$ 27.03	\$ 324.32
C-67.A	6.37	12	\$ 120.39	\$ 1,444.72
C-67.B	6.69	12	\$ 126.44	\$ 1,517.29
C-68	1.79	12	\$ 33.83	\$ 405.97
C-69	5.56	12	\$ 105.08	\$ 1,261.01
C-70	1.6	12	\$ 30.24	\$ 362.88
C-71	4.22	12	\$ 79.76	\$ 957.10
C-72	8.39	12	\$ 158.57	\$ 1,902.85
C-72.A	0.8	12	\$ 15.12	\$ 181.44
C-72.B	0.98	12	\$ 18.52	\$ 222.26
C-73	3.39	12	\$ 64.07	\$ 768.85
C-74	1.93	12	\$ 36.48	\$ 437.72
C-75	2.93	12	\$ 55.38	\$ 664.52
C-76	3.37	12	\$ 63.69	\$ 764.32
C-77	7.81	12	\$ 147.61	\$ 1,771.31
C-78	1.69	12	\$ 31.94	\$ 383.29
C-79	3.06	12	\$ 57.83	\$ 694.01
C-80	1.84	12	\$ 34.78	\$ 417.31
C-81	3.03	12	\$ 57.27	\$ 687.20
C-82	6.81	12	\$ 128.71	\$ 1,544.51
C-83	7.19	12	\$ 135.89	\$ 1,630.69
C-84	14.28	12	\$ 269.89	\$ 3,238.70
C-84.A	16.38	12	\$ 309.58	\$ 3,714.98
C-85	8.05	12	\$ 152.15	\$ 1,825.74
C-87	0.94	12	\$ 17.77	\$ 213.19
C-88	0.53	12	\$ 10.02	\$ 120.20
C-89	4.25	12	\$ 80.33	\$ 963.90
C-90		12	\$ -	\$ -
C-90.A.	0.41	12	\$ 7.75	\$ 92.99
C-90.B	0.59	12	\$ 11.15	\$ 133.81
C-90.C	0.43	12	\$ 8.13	\$ 97.52
C-91	0.84	12	\$ 15.88	\$ 190.51
C-92	1	12	\$ 26.25	\$ 315.00
C93	2.33	12	\$ 61.16	\$ 733.95
C-94	5.73	12	\$ 150.41	\$ 1,804.95
C-95	1.33	12	\$ 34.91	\$ 418.95
C-96	4.97	12	\$ 130.46	\$ 1,565.55
C-97	2.93	12	\$ 76.91	\$ 922.95

Orlando Executive Airport				
AREA*	ACRES	MONTHLY	2nd Opt	EXTENSION
1	0.13	12	\$ 2.46	\$ 29.48
2	0.69	12	\$ 13.04	\$ 156.49
3	4.22	12	\$ 79.76	\$ 957.10
4	11.72	12	\$ 221.51	\$ 2,658.10
5	1.74	12	\$ 32.89	\$ 394.63
6	7.16	12	\$ 135.32	\$ 1,623.89
7	2.4	12	\$ 38.56	\$ 462.67
8	4.81	12	\$ 90.91	\$ 1,090.91
9	3.33	12	\$ 62.94	\$ 755.24
10	1.4	12	\$ 26.46	\$ 317.52
11	1.94	12	\$ 36.67	\$ 439.99
12	7.65	12	\$ 144.59	\$ 1,735.02
Additional Services				
1	Mechanical Weed Removal Services	500	\$ 157.50	\$ 78,750.00
2	Additional Work Hours	50	\$ 36.75	\$ 1,837.50
<b>Total amount not to exceed for Option 2</b>				<b>\$ 319,831.51</b>

\*The frequencies are estimated only. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the frequencies to differ from the estimates. The Authority has no obligation to request any number of frequencies per year or to require the use of any particular number of frequencies per year. This Amendment will only obligate the Authority only to pay the Unit Prices provided in this Amendment that was actually requested by the Authority and satisfactorily provided by the Contractor.



THE TERM OF THIS BOND SHALL BE FROM SEPTEMBER 1, 2023 to AUGUST 31, 2024.

**PERFORMANCE BOND FORM**

Bond No. FLC 84873  
Executed in 3 Counterparts

GREATER ORLANDO AVIATION AUTHORITY

**KNOW ALL MEN BY THESE PRESENTS** that Bio-Tech Consulting, Inc.  
3025 E. South St., Orlando, FL 32803 (407) 894-5969, hereinafter called **Principal**, and  
Merchants Bonding Company (Mutual), P.O. Box 14498, Des Moines, IA 50306-3498 (515) 243-8171,  
a corporation organized under the laws of the State of Iowa and licensed  
to do business in the State of Florida, hereinafter called **Surety**, are held and firmly bound unto the  
Greater Orlando Aviation Authority, hereinafter called **Authority**, in the Penal Sum of **One Hundred-**  
**Fifty Thousand Dollars (\$150,000.00)**, for the payment of which sum well and truly made, **Principal**  
and **Surety** bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

**WHEREAS**, **Principal** has by written agreement entered into a Contract with **Authority** for  
Purchasing (Bid/Proposal) 10-19, Aquatic Weed Control Services, at Orlando International Airport  
and Orlando executive Airport, in accordance with the Contract Documents which are incorporated  
therein by reference and made a part thereof, and which collectively are herein referred to as the  
Contract.

**WHEREAS**, **Surety** is authorized to do business in the State of Florida.

**NOW, THEREFORE**, the condition of this obligation is such that if **Principal**:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays **Authority** all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of **Principal**, or latent defects in the goods or services furnished by **Principal**), expenses, costs and attorneys' fees including any attorney's fees, costs, and expenses for and in connection with all trial and appellate proceedings, that **Authority** sustains resulting directly or indirectly from any breach or default by **Principal** under the Contract; and
3. Pays **Authority** all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) including any attorney's fees, costs, and expenses for and in connection with all trial, appellate and bankruptcy proceedings, that the **Authority** sustains resulting directly and indirectly from conduct of the **Principal**, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the **Principal**, its officers, agents, employees or any other person or entity for whom the **Principal** is responsible, then this bond is void; otherwise it remains in full force and effect.

\*One Airport Blvd., Orlando, FL 32827-4399 (407) 825-2001

\*\*Orlando, Florida

In the event that the Principal shall fail to perform any of the terms, covenants or conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including, but not limited to, all reasonable attorneys' fees and other legal and court costs) resulting from or in connection with any failure to perform up to the amount of the Penal Sum.

In the event the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including, but not limited to, reasonable attorneys' fees and other legal and court costs, including any attorney's fees, costs, and expenses for all trial, appellate and bankruptcy proceedings, resulting directly or indirectly from or in connection with the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to the limitations period in accordance with Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents (which include, but are not limited to, the Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by Authority and Principal.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument under their several seals on the 11th day of July, 2023, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness  
Stephanie Salville  
Witness  
(Seal)

Bio-Tech Consulting, Inc.  
Principal (Name of Contractor)  
By: [Signature]  
(Signature)  
Its: Vice President  
(Title)

[Signature]  
Witness Beth Karoly  
Sophia Golecki  
Witness Sophia Golecki

Merchants Bonding Company (Mutual)  
Name of Surety  
By: Lisa A. Roseland  
(Signature) Lisa A. Roseland  
Its: Attorney-In-Fact & FL Licensed Resident Agent  
(Title) Inquiries: (407) 786-7770

Address: PO Box 14498  
Des Moines, IA 50306-3498

Telephone No.: (515) 243-8171

Fax No.: (515) 243-3854

E-Mail Address: Lisa@floridasuretybonds.com

Lisa A. Roseland  
(Countersignature by  
Florida Licensed Agent)

**NOTE:** If Principal and Surety are corporations, the respective corporate seal should be affixed and attached.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**IMPORTANT:** Surety companies executing bonds must meet the requirements set forth in Section 6.7 of the Contract's General Conditions.

**OATH OF SECRETARY**

**GREATER ORLANDO AVIATION AUTHORITY**

I, Jay Baker, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Joe Gallego who signed the said Bond(s) on behalf of the Principal was then Vice President of said corporation and was authorized by the corporation to sign the Bond(s) on its behalf; that I know (his, her) signature, and (his, her) signature thereto is genuine, and that said Bonds was/were duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

  
\_\_\_\_\_  
Secretary  
  
(Corporate Seal)

Attach a copy of the Authority's form of Certificate of Insurance or a copy of Declarations Page(s) from Insurance Policy and/or Policy Binder indicating that Contractor has obtained all insurance required by the Contract Documents.

**MERCHANTS  
BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl A Foley; Emily J Golecki; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa A Roseland; Nathan K Reich; Robert P OLinn; Sarah K OLinn; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

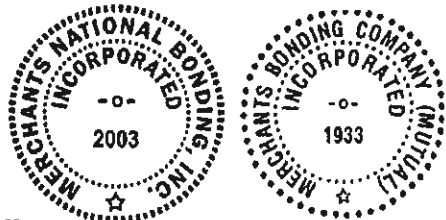
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

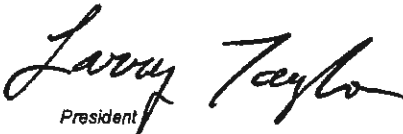
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

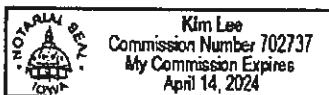


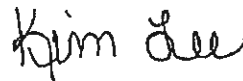
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

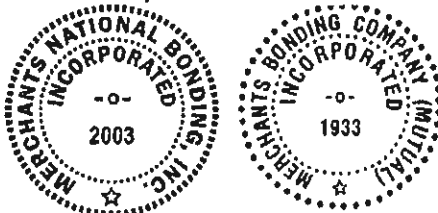


  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of July, 2023



  
Secretary