

AMENDMENT NO. 3

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

RENTOKIL NORTH AMERICA INC.

TO

PURCHASING CONTRACT 12-18

THIS AMENDMENT NO. 3 made and entered into as of the 18th day of September, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **RENTOKIL NORTH AMERICA INC.**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated September 18, 2018, Amendment No. 1 dated August 26, 2021, and Amendment No. 2 dated October 12, 2021, Contractor agreed to provide the Authority with Plant Maintenance at Terminals and Airsides at the Orlando International Airport, Orlando, Florida; and

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

WHEREAS, the Authority desires and Contractor agrees to extend the term of the Contract for an additional period of three (3) months.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. Extend Term of Contract. The term of the Contract shall be, and hereby is extended for a period of three (3) months, commencing effective as of September 18, 2022 and expiring December 31, 2022. The Authority may terminate this Contract, at any time upon thirty (30) days prior written notice to the Contractor.

2. Compensation. The Authority shall pay to the Contractor during the second 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", Contract Extension 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 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 **Seventy-Five Thousand Dollars (\$75,000.00).**

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.

"AUTHORITY"

ATTEST:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

"CONTRACTOR"

ATTEST:

RENTOKIL NORTH AMERICA INC.

Secretary

By: _____

Its: John Myers

President and CEO
Print or Type Name and Title

Date: 09/14/22

[CORPORATE SEAL]



Approved as to Form and Legality

this 15 day of September 20 22

Nelson Mullins Riley & Scarborough, LLP

By: _____
Greater Orlando Aviation Authority

ATTACHMENT "A-3"

CONTRACT EXTENSION PRICING

SEPTEMBER 18, 2022 THROUGH DECEMBER 31, 2022

Description	Line Item	Quantity	Unit	Unit Price	Extensions
A. PLANT MAINTENANCE					
Level 1A and Tunnels/70	2	13	Weekly	\$ 208.20	\$ 2,706.60
Level 1B and Tunnels/79	4	13	Weekly	\$ 187.38	\$ 2,435.94
Level 2A/63	5	13	Weekly	\$ 182.18	\$ 2,368.28
Level 2B/69	6	13	Weekly	\$ 208.20	\$ 2,706.60
Level 3A/2	7	13	Weekly	\$ 102.02	\$ 1,326.23
Level 3B/6	8	13	Weekly	\$ 103.06	\$ 1,339.77
Level-3A Crosswalk/56	9	13	Weekly	\$ 182.18	\$ 2,368.28
Level-3B Crosswalk/55	10	13	Weekly	\$ 182.18	\$ 2,368.28
Chapel/30	11	13	Weekly	\$ 156.15	\$ 2,029.95
Airside 1/89	12	13	Weekly	\$ 182.18	\$ 2,368.28
Airside 2/279	13	13	Weekly	\$ 520.50	\$ 6,766.50
Airside 3/85	14	13	Weekly	\$ 213.41	\$ 2,774.27
Airside 4/225	15	13	Weekly	\$ 494.48	\$ 6,428.18
Great Hall/289	17	13	Weekly	\$ 572.55	\$ 7,443.15
East Checkpoint Tram Area/10	18	13	Weekly	\$ 182.18	\$ 2,368.28
Hyatt Atrium Green Mile SAPM Tram/681	19	13	Weekly	\$ 910.88	\$ 11,841.38
Executive Office Plants/30	20	13	Weekly	\$ 156.15	\$ 2,029.95
South APM/296	21	13	Weekly	\$ 598.58	\$ 7,781.48
B. TREE WASHING					
Great Hall/9	1	7	Bi-Weekly	\$ 92.47	\$ 647.30
Hyatt Atrium/30	3	7	Bi-Weekly	\$ 41.10	\$ 287.69
Airside One/4	4	7	Bi-Weekly	\$ 246.59	\$ 1,726.14
Airside Two/24	5	7	Bi-Weekly	\$ 41.10	\$ 287.69
Airside Three/4	4	7	Bi-Weekly	\$ 195.22	\$ 1,366.53
Airside Four/19	5	7	Bi-Weekly	\$ 195.22	\$ 1,366.53
C. TREE PRUNING					
	1	1	Bi-Monthly	\$ 306.18	\$ 306.18
	2	1	Bi-Monthly	\$ 136.08	\$ 136.08
	3	1	Bi-Monthly	\$ 646.38	\$ 646.38
	4	1	Bi-Monthly	\$ 646.38	\$ 646.38

D. BROMELIAD REPLACEMENT AND REMOVAL					
	1	600	6 inch	\$ 10.41	\$ 6,246.00
E. POINSETTIA INSTALLATION AND REMOVAL					
	1	900	8 inch	\$ 14.57	\$ 13,116.60
F. TOPSOIL					
	1	10	Cubic Feet	\$ 9.37	\$ 93.69
G. MULCH BARK					
	1	10	Cubic Feet	\$ 6.25	\$ 62.46
H. PLANT REPLACEMENT					
SERVICES PER HOURLY RATE					
Planter Rotation/Relocation	1	4	Hour	\$ 28.11	\$ 112.43
Water Drainage of Planters	3	4	Hour	\$ 28.11	\$ 112.43
SERVICES PER WEEKLY RATE					
Office Plant Maintenance	1	14	Weekly	\$ 30.19	\$ 422.65
Three Month Extension Estimated Total					\$ 99,402.79
<p>The Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of plant maintenance services to differ from the estimates. The Authority has no obligation to request any plant maintenance service or to require the use of any particular quantity of plant maintenance services. The Authority is obligated only to pay the plant maintenance services for the plant maintenance services actually requested by the Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Contract should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.</p>					


VERIFICATION CERTIFICATE FOR INDEFINITE TERM SURETY BOND

THIS IS TO CERTIFY that Bond No. K09665419 issued by Westchester Fire Insurance Company, in the amount of Two Hundred Fifty Thousand Dollars and 00/100 Dollars (\$250,000.00), on behalf of Rentokil North America Inc. dba Ambius (as Principal), and in favor of Greater Orlando Aviation Authority (as Obligee), covers a term which began on the 28 day of August, 2018, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated* (enter below)

Westchester Fire Insurance Company

BY:


Timothy Bowen
Attorney-in-Fact

6/23/2021

*Use current or renewal date.



Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robin L. Amstutz, Timothy Bowen and Triniy Garcia of Chicago, Illinois -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 9th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 10, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 23rd of June, 2021.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

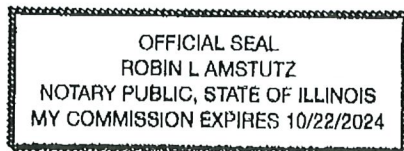
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

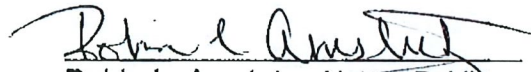
STATE OF ILLINOIS

COUNTY OF COOK

On this 23 day of June, 2021 before me came
Timothy Bowen who executed the preceding instrument, to me personally known, and
being by me duly sworn, said that he is the therein described and authorized
ATTORNEY-IN-FACT of Westchester Fire Insurance Company
that the seal affixed to said instrument is the Corporate Seal of said Company.

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




Robin L. Amstutz Notary Public

(Seal)