

AMENDMENT NO. 1

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

REPUBLIC SERVICES OF FL, LP

TO

PURCHASING CONTRACT 10-22

THIS AMENDMENT NO. 1 made and entered into as of Jun 17, 2024 by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **REPUBLIC SERVICES OF FL, LP**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated October 27, 2021, Contractor agrees to provide Trash Removal Services to the Greater Orlando Aviation Authority; and

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

WHEREAS, the Aviation Authority desires to exercise its first 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 October 1, 2024, and expiring September 30, 2025.
- 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-1". Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. 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.

4. **Contractor's Performance Bond.** Upon execution of this Amendment No. 1 Contractor shall furnish 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 the extended term in an amount, which is not less than to **Two Hundred and Fifty Thousand Dollars (\$250,000).**

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. **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.

7. **Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 1, 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. 1 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

“AVIATION AUTHORITY”

GREATER ORLANDO AVIATION AUTHORITY

By:  boxSIGN 1V3Q39J4-13JRPQRR

Kevin J. Thibault CEO
Name /Title

Date: Jun 17, 2024

“CONTRACTOR”

REPUBLIC SERVICES OF FL, LP

By:  boxSIGN 1R68P9LP-13JRPQRR

Fulton Smith General Manager
Name/Title

Date: May 29, 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:  boxSIGN 1R68P9LP-13JRPQRR

Date: Jun 9, 2024

A-1
IFB No.: 10-22 TRASH REMOVAL SERVICES
Option Year 1

MONTHLY RENTAL FEES - COMPACTOR / OPEN CONTAINER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Compactor (including Power Packs)	\$ 274.50	12	15	\$ 49,410.49
33-Yard Compactor (including Power Packs) - STC	\$ 274.50	12	8	\$ 26,352.26
30-Yard Open Container	\$ -	12	11	\$ -
30-Yard Open Container with Cover	\$ -	12	5	\$ -
20-Yard Open Container	\$ -	12	4	\$ -

MONTHLY RENTAL FEES - RECYCLING COMPACTOR / OPEN CONTAINER / FRONT END LOADER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Recycling Compactor (including Power Packs)	\$ 274.50	12	3	\$ 9,882.10
33-Yard Recycling Compactor (including Power Packs) - STC	\$ 274.50	12	4	\$ 13,176.13
30-Yard Open Recycling Container	\$ -	12	1	\$ -
20-Yard Open Recycling Container	\$ -	12	1	\$ -
8-Yard Front End Loader Recycling Container	\$ -	12	3	\$ -

PULL FEES - COMPACTOR / OPEN CONTAINER				
Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)	
33-Yard Compactor	\$ 208.62	1,700	\$ 354,662.42	
20-Yard Open Container	\$ 155.91	500	\$ 77,956.20	
30-Yard Open Container	\$ 155.91	1,500	\$ 233,868.60	

PULL FEES - RECYCLING COMPACTOR / OPEN CONTAINER				
Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)	
33-Yard Recycling Compactor***	\$ 329.13	84	\$ 27,646.92	
30-Yard Recycling Container***	\$ 219.42	12	\$ 2,633.04	
20-Yard Recycling Container***	\$ 219.42	12	\$ 2,633.04	

PULL FEES - RECYCLING FRONT END LOADER				
Type	Monthly Pull Fee (Per Unit) (\$)	No. of Months*	Estimated No. of Units**	Extension (\$)
8-Yard Front End Loader Recycling Container - Monthly Price (shall include 2 pulls per week)***	\$ 181.13	12	3	\$ 6,520.50

SANITIZING AND DISINFECTING - COMPACTOR / CONTAINER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Compactor	\$ -	18	2	\$ -
30-Yard Open Container	\$ -	8	2	\$ -
20-Yard Open Container	\$ -	4	2	\$ -

SANITIZING AND DISINFECTING - RECYCLING COMPACTOR / CONTAINER / FRONT END LOADER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Recycling Compactor	\$ -	7	2	\$ -
30-Yard Open Recycling Container	\$ -	1	2	\$ -
20-Yard Open Recycling Container	\$ -	1	2	\$ -
8-Yard Front End Loader Recycling Container	\$ -	3	2	\$ -

MONTHLY RENTAL FEES - CART TIPPER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
Electrical Cart Tipper	\$ 27.45	12	2	\$ 658.76

TOTAL Option 1
PRICE \$ 805,500.00

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

** The frequency and the number of units per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the frequency and the number of units to differ from the estimates. The Authority has no obligation to request any amount of frequency or any number of units or to require the use of any particular quantity of frequency or number of units. 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 price provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and provided by the Contractor.

*** There shall be no tipping fees for Materials from the Recycling compactors, containers, and front end loaders unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.