

AMENDMENT NO. 1
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
P & L LAWN MAINTENANCE, INC.
TO
PURCHASING CONTRACT 23-107

THIS AMENDMENT NO. 1 made and entered into as of Apr 9, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **P & L LAWN MAINTENANCE, INC.** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated April 1, 2023, Contractor agreed to provide Terminal "C" Complex Landscape Maintenance Services at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires on March 31, 2028; and

WHEREAS, the Contract allows for a price escalation/de-escalation to be considered at one-year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of 60 days prior to the contract's anniversary date, with a maximum allowable increase shall not exceed 3%; and

WHEREAS, the Aviation Authority and Contractor agree to amend the Contract to revise Year Two pricing based on the percentage of change between the Consumer Price Index (CPI) published by the Bureau of Labor Statistics for the month of December 2023 and published in the month of January 2024; price escalation is an increase of 3%, for a total increase of \$23,107.26 for Year Two; and

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

- 1. Effective Date.** The effective date of this Amendment shall be as of April 1, 2024, through March 31, 2025.
- 2. Compensation.** The Aviation Authority shall pay to the Contractor compensation as shown in Exhibit "A-1, Year Two Price Escalation" upon satisfactory completion of the work authorized by the Aviation Authority. Compensation shall be paid pursuant to the terms and conditions as provided in the Contract's unit prices.
- 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. 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.”

5. 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. 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.

6. 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:  _____

Kelly Loll VP Procurement Services
Name /Title

Date: Apr 9, 2024

"CONTRACTOR"

P & L LAWN MAINTENANCE, INC.

By:  _____

Lazaro Comas P
Name/Title

Date: Mar 13, 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:  _____

Date: Mar 29, 2024

EXHIBIT "A-1"

PURCHASING CONTRACT 23-107-IFB

**TERMINAL C COMPLEX LANDSCAPE
MAINTENANCE SERVICES**

YEAR TWO PRICE ESCALATION ADJUSTMENT

ITEM	DESCRIPTION	UOM	QTY	Year Two		A1 Year Two CPI +3%	
				UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	MOWING						
	Terminal C Complex - 178 Acres	Cycle	42	\$2,159.00	\$90,678.00	\$2,223.77	\$93,398.34
2	EDGING & TRIMMING						
	Terminal C Complex	Cycle	42	\$1,080.00	\$45,360.00	\$1,112.40	\$46,720.80
3	WEEDING						
	Terminal C Roadway Walls	Cycle	42	\$100.00	\$4,200.00	\$103.00	\$4,326.00
	Terminal C Complex	Cycle	42	\$2,972.00	\$124,824.00	\$3,061.16	\$128,568.72
4	PRUNING SHRUBS/GROUNDCOVER						
	Terminal C Complex	Cycle	6	\$7,500.00	\$45,000.00	\$7,725.00	\$46,350.00
5	DISEASE & INSECT CONTROL						
	Terminal C Complex	Cycle	12	\$500.00	\$6,000.00	\$515.00	\$6,180.00
6	PALM WEEVIL TREATMENTS						
	Terminal C Complex	Cycle	12	\$300.00	\$3,600.00	\$309.00	\$3,708.00

7	FERTILIZATION						
	Turf						
	Terminal C Complex	Cycle	3	\$2,000.00	\$6,000.00	\$2,060.00	\$6,180.00
	Shrubs & Groundcover						
	Terminal C Complex	Cycle	3	\$1,000.00	\$3,000.00	\$1,030.00	\$3,090.00
	All Palms						
	Terminal C Complex	Cycle	3	\$500.00	\$1,500.00	\$515.00	\$1,545.00
	Trees						
	Terminal C Complex	Cycle	2	\$500.00	\$1,000.00	\$515.00	\$1,030.00
8	IRRIGATION AND MAINTENANCE						
	Terminal C Complex	Month	12	\$14,165.00	\$169,980.00	\$14,589.95	\$175,079.40
	Irrigation Parts Estimated Annual Sum	Each	7,500	\$1.00	\$7,500.00	\$1.00	\$7,500.00
9	DAILY TRASH & DEBRIS REMOVAL						
	Terminal C Complex	Cycle	261	\$325.00	\$84,825.00	\$334.75	\$87,369.75
10	MULCH						
	Pine Bark	CUYD	7,000	\$20.00	\$140,000.00	\$20.60	\$144,200.00
	Pine Straw Mulch	CUYD	2,000	\$5.00	\$10,000.00	\$5.15	\$10,300.00
11	PLANT REMOVAL AND REPLACE						
	Terminal C Complex	Dollar	25,000	\$1.00	\$25,000.00	\$1.00	\$25,000.00
12	FURNISH / INSTALL / MAINTAIN PER ANNUAL						
	Terminal C Complex	Each	10,000	\$1.55	\$15,500.00	\$1.60	\$15,965.00

13	ADDITIONAL WORK						
	Irrigation Repairs & Parts above (8) inches in Dia.	Hour	100	\$65.00	\$6,500.00	\$66.95	\$6,695.00
	Additional Landscape Maintenance	Acre	25	\$75.00	\$1,875.00	\$77.25	\$1,931.25
	Hourly Labor Rate	Hour	160	\$65.00	\$10,400.00	\$66.95	\$10,712.00
Price Escalation is for an increase of 3% as allowed per the contract terms. The new estimated total for Year Two is \$825,849.26, an increase of \$23,107.26.					\$802,742.00		\$825,849.26