

**AMENDMENT NO. 2**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY  
AND  
HELPING HAND LAWN CARE LLC**

**TO**

**PURCHASING CONTRACT 11-18**

**THIS AMENDMENT NO. 2** made and entered into as of the 19<sup>th</sup> day of July, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **HELPING HAND LAWN CARE LLC** (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, by Contract dated October 15, 2018, and Amendment No. 1 dated November 19, 2018, Contractor agreed to provide the Authority with Landscape Maintenance of Parking Lots 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**, 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 15, 2021 and expiring October 14, 2022.

**2. Compensation.** The Authority shall pay to the Contractor during the first 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-2", First 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. 2, 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. WHISTLE BLOWER REPORTING LINE:** The Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

**7. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 2, 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. 2 to be duly executed as of the date and year first above written.

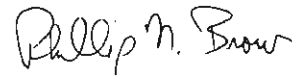
**"AUTHORITY"**

ATTEST:

  
Assistant Secretary

[Official Seal]

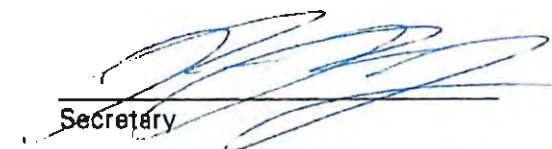
**GREATER ORLANDO AVIATION AUTHORITY**

Phillip N Brown  
Chief Executive Officer  
By:  Jul 19 2021 4:11 PM  
Chief Executive Officer


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

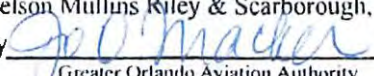
**"CONTRACTOR"**

ATTEST:

  
Secretary  
[CORPORATE SEAL]

**HELPING HAND LAWN CARE LLC**

By:   
Its: President  
Elder Ripper President  
Print or Type Name and Title  
Date: 5-10-21

Approved as to Form and Legality  
this 1st day of July, 2021  
Nelson Mullins Riley & Scarborough, LLP  
By:   
Greater Orlando Aviation Authority

A-2 B11-18 LANDSCAPE MTN. OF PARKING LOTS OPTION 1				
Item #	Svcs Type / Location	Qty	Unit Price	Extended Price
<b>1</b>	<b>MOWING</b>			
	<i>West Park Place</i>			
	Bahia	24	\$200.00	\$4,800.00
	St. Augustine	33	\$200.00	\$6,600.00
	<i>North Park Place</i>			
	St. Augustine	42	\$300.00	\$12,600.00
	<i>South Park Place</i>			
	Bahia	24	\$350.00	\$8,400.00
	<i>Employee Park Place</i>			
	Bahia	26	\$200.00	\$5,200.00
St. Augustine	42	\$100.00	\$4,200.00	
<b>A1</b>	<i>South Cell Lot</i>			
	St. Augustine	42	\$300.00	\$12,600.00
<b>2</b>	<b>EDGING &amp; TRIMMING</b>			
	<i>West Park Place</i>			
	Bahia	24	\$100.00	\$2,400.00
	St. Augustine	33	\$100.00	\$3,300.00
	<i>North Park Place</i>			
	St. Augustine	42	\$100.00	\$4,200.00
	<i>South Park Place</i>			
	Bahia	24	\$100.00	\$2,400.00
	<i>Employee Park Place</i>			
	Bahia	26	\$100.00	\$2,600.00
<b>A1</b>	<i>South Cell Lot</i>			
	St. Augustine	42	\$50.00	\$2,100.00
<b>3</b>	<b>WEEDING A1</b>	36	\$350.00	\$12,600.00
<b>4</b>	<b>PRUNING A1</b>			
	Shrubs and Groundcover	6	\$600.00	\$3,600.00
	Palms	2	\$8,000.00	\$16,000.00
	Washingtonian Palms	400	\$20.00	\$8,000.00
	Trees	2	\$1,000.00	\$2,000.00
	1-Time Initial Clean-up: 89 Washingtonian Palms @ NPP	1	\$4,000.00	\$4,000.00
<b>5</b>	<b>DISEASE &amp; INSECT CONTROL</b>	12	\$1,100.00	\$13,200.00
<b>6</b>	<b>FERTILIZATION</b>			
	Turf - West & South Park Place	2	\$200.00	\$400.00
	Turf - Employee & North Park Place	2	\$200.00	\$400.00
	<b>A1</b> South Cell Lot	2	\$300.00	\$600.00
	Shrubs & Grounfcover	2	\$200.00	\$400.00
	Palms	2	\$200.00	\$400.00
	Trees	2	\$200.00	\$400.00
	<b>7</b>	<b>Trash &amp; Debris Removal</b>		
West Park Place (mowing cycle only)	33	\$30.00	\$990.00	
North Park Place (landscape area & parking lot)	261	\$30.00	\$7,830.00	
South Park Place (landscape area & parking lot)	261	\$30.00	\$7,830.00	
Employee Park Place (landscape area & parking lot)	261	\$30.00	\$7,830.00	
<b>A1</b>	South Cell Lot	261	\$20.00	\$5,220.00
<b>8</b>	<b>PINE BARK MULCH</b>			
	West Park Place	1000	\$20.00	\$20,000.00
	North Park Place	1000	\$20.00	\$20,000.00
	South Park Place	1000	\$20.00	\$20,000.00
	Employee Park Place	1000	\$20.00	\$20,000.00
<b>9</b>	<b>IRRIGATION MAINTENANCE - A1</b>			

Item #	Svcs Type / Location	Qty	Unit Price	Extended Price
	8" & Below	12	\$2,250.00	\$27,000.00
<b>10</b>	<b>Additional Work (per person hourly rate)</b>	100	\$20.00	\$2,000.00
<b>11</b>	<b>PLANT REPLACEMENT</b>			
	Crinum Lilly	15	\$6.00	\$90.00
	Downy Jasmine	15	\$6.00	\$90.00
	Indian Hawthorn	15	\$6.00	\$90.00
	Azalea	15	\$6.00	\$90.00
	Periwinkle	5	\$3.00	\$15.00
	Liriope	25	\$2.50	\$62.50
	Day Lilies	25	\$2.50	\$62.50
	Allamanda	25	\$6.00	\$150.00
	Red Fountain Grass	10	\$5.00	\$50.00
	Plumbago	25	\$6.00	\$150.00
	Viburnum	25	\$6.00	\$150.00
	Croton	25	\$6.00	\$150.00
	Fire Bush	25	\$6.00	\$150.00
	Live Oak – 14 ft.	2	\$150.00	\$300.00
	Crape Myrtle – 8 ft. multiple stalks	10	\$80.00	\$800.00
	Southern Magnolia – 14 ft.	2	\$150.00	\$300.00
	Bald Cypress	5	\$50.00	\$250.00
	Maple Tree	5	\$50.00	\$250.00
	Bottle Brush	10	\$50.00	\$500.00
	<b>SOD</b>			
	Bahia - Unit price per pallet	1	\$200.00	\$200.00
	St.Augustine - Unit Price per pallet	1	\$200.00	\$200.00
<b>Option One First Renewal</b>				<b>\$ 276,200.00</b>



**PHILADELPHIA  
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

CONTINUATION CERTIFICATE

Philadelphia Indemnity Insurance Company, Surety on Bond Number CE10381100315 in the penal sum of Seventy Five Thousand and 00/100ths (\$75,000.00) on behalf of Helping Hand Lawn Care, LLC, Principal, in favor of Greater Orlando Aviation Authority, Obligee, hereby certifies that this Bond is continued in full force and effect from the day of October 15, 2021 to the day of October 14, 2022, subject to all covenants and conditions of said Bond.

This Bond has been continued in force upon the express condition that the full extent of the Surety's liability under said Bond and all continuations thereof for any loss or series of losses occurring during the entire time the Surety remains on said Bond shall in no event exceed the penal sum of the Bond.

In witness whereof Surety has caused this instrument to be duly signed, sealed and dated as of the day of June 17, 2021.

Philadelphia Indemnity Insurance Company

By:   
David F. Druml, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

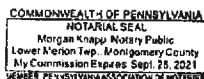
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>th</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of JUN, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Mateo )

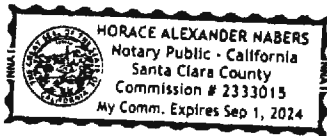
On 6/17/2021 before me, Horace Alexander Nabers,  
Date Here Insert Name and Title of the Officer

personally appeared David F. Druml  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_