

AMENDMENT NO. 4

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY
AND
HELPING HAND LAWN CARE LLC

TO

PURCHASING CONTRACT 18-17

THIS AMENDMENT NO. 4 made and entered into as of the 19th 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 September 1, 2017, Amendment No. 1 dated August 17, 2017, Amendment No. 2 dated July 31, 2018, and Amendment No. 3 dated July 17, 2020, Contractor agreed to provide the Authority with South Automated People Mover (APM) Landscape Maintenance and Irrigation Services, 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 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, 2021 and expiring August 31, 2022.

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-4", 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. 4, 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 **One Hundred and Seventy Thousand Dollars (\$170,000.00)**.

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

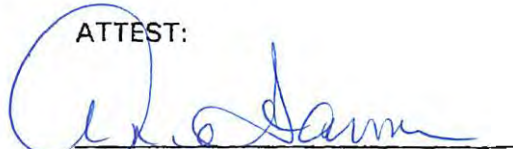
has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

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."

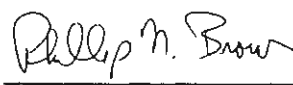
6. Continuing Effect of Contract Provisions. Except as amended by this Amendment No. 4, the Contract shall continue in full force and effect in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

By: 
Phillip N Brown
Chief Executive Officer
Jul 19 2021 4:13 PM
DocuSign
Chief Executive Officer

Print or Type Name and Title

Date: _____


[Official Seal]

"CONTRACTOR"

ATTEST:

HELPING HAND LAWN CARE LLC

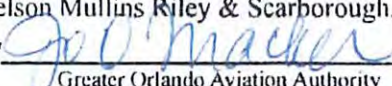

Secretary

By: 
Elder Ripper
President

[CORPORATE SEAL]

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

ATTACHMENT A-4 SECOND RENEWAL OPTION PRICING

Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	Mowing	42	Cycle	\$ 2,100.00	\$ 88,200.00
2	Edging & Trimming	42	Cycle	\$ 600.00	\$ 25,200.00
3	Weeding	42	Cycle	\$ 300.00	\$ 12,600.00
4	Pruning Shrubs & Groundcover	6	Cycle	\$ 600.00	\$ 3,600.00
5	Pruning Palms	2	Cycle	\$ 10,000.00	\$ 20,000.00
6	Pruning Trees	2	Cycle	\$ 2,000.00	\$ 4,000.00
7	Disease & Insect Control	12	Cycle	\$ 2,000.00	\$ 24,000.00
8	Fertilization - Turf	2	Cycle	\$ 4,000.00	\$ 8,000.00
9	Fertilization - Shrubs & Ground	2	Cycle	\$ 1,000.00	\$ 2,000.00
10	Fertilization - Palms	2	Cycle	\$ 3,000.00	\$ 6,000.00
11	Fertilization - Trees	2	Cycle	\$ 1,600.00	\$ 3,200.00
12	Irrigation Maint	12	Month	\$ 4,000.00	\$ 48,000.00
13	Trash & Debris Removal	261	Days	\$ 50.00	\$ 13,050.00
14	Parson's Juniper(3 Gal)	10	Each	\$ 8.00	\$ 80.00
15	Button Bush (10 Gal)	10	Each	\$ 40.00	\$ 400.00
16	Muhly Grass (3 Gal)	10	Each	\$ 8.00	\$ 80.00
17	Dwarf Oleander (7 Gal)	10	Each	\$ 25.00	\$ 250.00
18	Dwarf Oleander (3 Gal)	10	Each	\$ 8.00	\$ 80.00
19	Plumbago (3 Gal)	10	Each	\$ 8.00	\$ 80.00
20	Split Leaf Philodendron (7 Gal)	10	Each	\$ 25.00	\$ 250.00
21	Split Leaf Philodendron (3 Gal)	10	Each	\$ 8.00	\$ 80.00
22	Dwarf Indian Hawthorn (3 Gal)	10	Each	\$ 8.00	\$ 80.00
23	Indian Hawthorn(3 Gal)	10	Each	\$ 8.00	\$ 80.00
24	Cord Grass (3 Gal)	10	Each	\$ 8.00	\$ 80.00
25	Fakahatchee Grass (7 Gal)	10	Each	\$ 15.00	\$ 150.00
26	Walters Viburnum(7 Gal)	10	Each	\$ 25.00	\$ 250.00
27	Viburnum (3 Gal)	10	Each	\$ 8.00	\$ 80.00
28	Cavendish Banana (3 Gal)	10	Each	\$ 15.00	\$ 150.00
29	Croton (3 Gal)	10	Each	\$ 10.00	\$ 100.00
30	Florida Anise (3 Gal)	10	Each	\$ 10.00	\$ 100.00
31	Yellow Anise (3 Gal)	10	Each	\$ 10.00	\$ 100.00
32	Dwarf Cavendish (7 Gal)	10	Each	\$ 30.00	\$ 300.00
33	Red Oleander (3 Gal)	10	Each	\$ 10.00	\$ 100.00
34	Variegated Pittosporum (3 Gal)	10	Each	\$ 10.00	\$ 100.00
35	Xanadu Philodendron (3 Gal)	10	Each	\$ 20.00	\$ 200.00
36	Double Knockout Shrub Rose 7 Gal	10	Each	\$ 30.00	\$ 300.00
37	Trinette Dwarf Schefflera (7 Gal)	10	Each	\$ 25.00	\$ 250.00
38	White Bird of Paradise (15 Gal)	10	Each	\$ 50.00	\$ 500.00
39	Sandankwa Viburnum (3 Gal)	10	Each	\$ 10.00	\$ 100.00
40	Coontie (3 Gal)	10	Each	\$ 15.00	\$ 150.00
41	Ms. Alice Bougainvillea (3 Gal)	10	Each	\$ 10.00	\$ 100.00
42	Helen Johnson Bougainvillea (3 Gal)	10	Each	\$ 10.00	\$ 100.00
43	Shore Juniper (7 Gal)	10	Each	\$ 12.00	\$ 120.00
44	Super Blue Liriope	10	Each	\$ 5.00	\$ 50.00

Item #	Description	Quantity	Unit	Unit Price	Extended Price
45	Emerald Goddess (3 Gal)	10	Each	\$ 12.00	\$ 120.00
46	Firepower Nanina (3 Gal)	10	Each	\$ 10.00	\$ 100.00
47	Pampas Grass (3 Gal)	10	Each	\$ 8.00	\$ 80.00
48	Provide/Install Pine Bark Mulch	1000	Each	\$ 40.00	\$ 40,000.00
49	Provide/Install Pine Straw	500	Cubic Yard	\$ 10.00	\$ 5,000.00
50	Annuals Furnish/Maintain/Install	15,000	Each	\$ 2.00	\$ 30,013.50
51	Dumpster Fee (40-60 cubic yds.)	4	Each	\$ 400.00	\$ 1,600.00
52	Additional Hourly Rate per Person	100	Hours	\$ 25.00	\$ 2,500.00
2nd Option Total Estimated Value					\$ 342,923.33



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

CONTINUATION CERTIFICATE

Philadelphia Indemnity Insurance Company, Surety on Bond Number CE10381100314 in the penal sum of One hundred Seventy Thousand and 00/100ths (\$170,000.00) 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 September, 1 2021 to the day of August 31, 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
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 14th 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 27TH DAY OF OCTOBER, 2017.



(Seal)

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

On this 27th 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 27th 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. 20 21.



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)

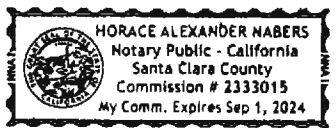
On 6/17/2021 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

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: _____

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 Other: _____
Signer Is Representing: _____