

AMENDMENT NO. 2

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

HELPING HAND LAWN CARE, LLC

TO

PURCHASING CONTRACT 10-20

THIS AMENDMENT NO. 2 made and entered into as of the 31 day of May, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") **AND HELPING HAND LAWN CARE, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated August 1, 2020, and Amendment No. 1 dated July 19, 2021, Contractor agrees to provide Roadway Landscape Maintenance and Irrigation Services at Orlando International Airport Orlando, Florida; and

WHEREAS, the Contract provides the Aviation Authority with options to renew the term of the Contract for two (2) additional periods of one (1) 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 August 1, 2023 and expiring July 31, 2024.
- 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-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 the Aviation 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 **Two Hundred Thousand Dollars (\$200,000.00)**.
- 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 F. 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. 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.

ATTEST:

 Anna Farmer
Assistant Secretary
Jun 1 2023 1:23 PM

DocuSign

Assistant Secretary



Jun 1 2023 1:24 PM

[Official Seal]

DocuSign

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

 Kevin Thibault
Chief Executive Officer
May 31 2023 5:29 PM

DocuSign

By: _____
Chief Executive Officer

Date: _____

"CONTRACTOR"

HELPING HAND LAWN CARE, LLC

ATTEST:


Secretary

By: 

Its: President

E. Norman Riggs
Print or Type Name and Title

Date: 4-20-23

Approved as to Form and Legality

this 24 day of May, 20 23

Nelson Mullins Riley & Scarborough, LLP

By: 
Greater Orlando Aviation Authority

ATTACHMENT "A-2"
FIRST RENEWAL OPTION PRICING
PURCHASING CONTRACT 10-20

ITEM	DESCRIPTION	UOM	QTY	Unit Price	Extended Price
1	Mowing - South Access Road	Cycle	42	\$ 2,709.00	\$ 113,778.00
	Mowing - Heintzelman Blvd.	Cycle	42	\$ 4,765.95	\$ 200,169.90
	Mowing - Dowden Road	Cycle	31	\$ 2,874.90	\$ 89,121.90
A1	Mowing - Construction Trailer Area	Cycle	24	\$ 850.50	\$ 20,412.00
2	Mowing - Airport Fields	Cycle	6	\$ 8,400.00	\$ 50,400.00
3	Edging & Trimming-South Access Rd	Cycle	42	\$ 178.50	\$ 7,497.00
	Edging & Trimming-Heintzelman Blvd	Cycle	42	\$ 147.00	\$ 6,174.00
	Edging & Trimming - Dowden Road	Cycle	31	\$ 315.00	\$ 9,765.00
A1	Edging & Trimming - Construction Trailer	Cycle	24	\$ 124.95	\$ 2,998.80
4	Weeding - South Access Road	Cycle	42	\$ 73.50	\$ 3,087.00
	Weeding - Heintzelman Blvd	Cycle	42	\$ 105.00	\$ 4,410.00
	Weeding - Dowden Road	Cycle	31	\$ 315.00	\$ 9,765.00
	Weeding - Bridge Walls	Cycle	14	\$ 21.00	\$ 294.00
A1	Weeding- Construction Trailer Area	Cycle	24	\$ 105.00	\$ 2,520.00
5	Pruning Shrubs/Groundcover	Cycle	6	\$ 105.00	\$ 630.00
6	Pruning Palms	Cycle	2	\$ 1,050.00	\$ 2,100.00
	Pruning Washingtonian Palms	Cycle	4	\$ 441.00	\$ 1,764.00
7	Pruning Trees	Cycle	2	\$ 105.00	\$ 210.00
8	Disease & Insect Control	Cycle	12	\$ 105.00	\$ 1,260.00
9	Fertilization - Turf South Access	Cycle	2	\$ 210.00	\$ 420.00
10	Fertilization - Shrubs & Groundcover	Cycle	2	\$ 105.00	\$ 210.00
11	Fertilization - All Palms	Cycle	2	\$ 105.00	\$ 210.00
12	Fertilization - Trees	Cycle	2	\$ 105.00	\$ 210.00
13	Irrigation & Maintenance	Cycle	12	\$ 1,050.00	\$ 12,600.00
14	Trash & Debris Removal	Cycle	261	\$ 26.25	\$ 6,851.25
15	Parson Juniper (3 gal)	Each	10	\$ 10.50	\$ 105.00
16	Button Bush (10 Gal)	Each	10	\$ 31.50	\$ 315.00
17	Muhly Grass (3 gal)	Each	10	\$ 10.50	\$ 105.00
18	Dwarf Oleander (7 Gal)	Each	10	\$ 15.75	\$ 157.50
19	Plumbago (3 Gal)	Each	10	\$ 10.50	\$ 105.00
20	Split Leaf Philodendron (7 gal)	Each	10	\$ 31.50	\$ 315.00
21	Dwarf Indian Hawthorn (3 Gal)	Each	10	\$ 10.50	\$ 105.00
22	Indian Hawthorn (3 Gal)	Each	10	\$ 10.50	\$ 105.00
23	Cord Grass (3 Gal)	Each	10	\$ 10.50	\$ 105.00
24	Fakahatchee Grass (7 Gal)	Each	10	\$ 21.00	\$ 210.00
25	Walters Viburnum (7 Gal)	Each	10	\$ 21.00	\$ 210.00
26	Viburnum (3 Gal)	Each	10	\$ 10.50	\$ 105.00
27	Cavendish Banana (3 Gal)	Each	10	\$ 10.50	\$ 105.00
28	Croton (3 Gal)	Each	10	\$ 10.50	\$ 105.00
29	Shredded Cypress Mulch	CUYD	1000	\$ 10.50	\$ 10,500.00
30	Annuals	Each	9000	\$ 1.42	\$ 12,757.50
31	Dumpster Fee (40-60 CUYD)	CUYD	4	\$ 105.00	\$ 420.00
32	Additional Work	Hour	100	\$ 42.00	\$ 4,200.00
First Renewal Option for a not-to-exceed amount of					\$ 576,887.85

The frequencies are estimated only. Although the Aviation Authority believes that these estimates fairly describe the scope of work, actual conditions may cause the frequencies to differ from the estimates. This Amendment will only obligate the Aviation Authority only to pay the Unit Prices provided in this Amendment that was actually requested by the Aviation Authority and satisfactorily provided by the Contractor.



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

CONTINUATION CERTIFICATE

Philadelphia Indemnity Insurance Company, Surety on Bond Number CE10381100552 in the penal sum of Two Hundred Thousand and 00/100 Dollars (\$200,000) 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 August 1, 2023, to the day of July 31, 2024, 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 April 20, 2023.

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

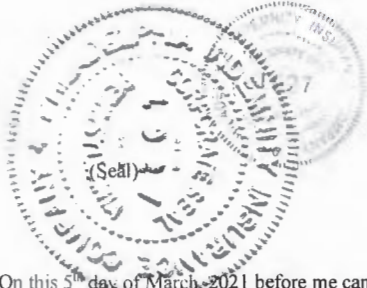
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc. its true and lawful 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 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

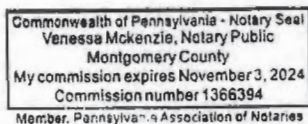
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding 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 5TH DAY OF MARCH, 2021.



John Glomb
John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 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 Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 20th day of April, 2023



Edward Sayago
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)

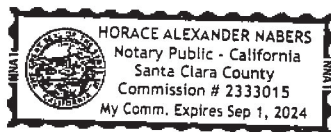
On 4/20/2023 before me, Horace Alexander Nabers,
Date Here Insert Name and Title of the Officer

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 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: _____