### **AMENDMENT NO. 3**

### **BY AND BETWEEN**

### **GREATER ORLANDO AVIATION AUTHORITY**

### AND

## **HELPING HAND LAWN CARE, LLC**

### **PURCHASING CONTRACT 12-20**

THIS AMENDMENT NO. 3 made and entered into as of <u>Jun 11, 2024</u> 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 July 9, 2020, and as amended by Amendment No. 1 dated September 21, 2020, and Amendment No. 2 dated July 9, 2023; Contractor agreed to perform Landscape Maintenance & Irrigation services at Orlando International Airport, Orlando, FL; 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, and Contractor agrees to, extend the term of the Contract for an additional period of eleven (11) weeks.

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

- **1.** Extend Term of Contract. The term of the Contract shall be, and hereby is extended for a period of eleven (11) weeks, commencing effective as of July 9, 2024, and expiring September 30, 2024.
- 2. <u>Contract Adjustment</u>. Contractor's scope of work shall be and hereby is adjusted to include blue dye spraying for weeding control in order to allow for verification of services performed, as described in Scope of Work, 3.4 Weeding, and in accordance with the Contract terms and conditions.
- **3.** <u>Compensation</u>. The Aviation Authority shall pay to the Contractor during the extension term of the Contract, upon satisfactory completion of the work required by the provisions of the Contract, the Unit Prices as shown on <u>Attachment "A-3 Contract Pricing"</u>. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- **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.

**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. <u>Continuing Effect of Contract Provisions</u>. Except as amended by this Amendment No. 3, 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. 3 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

'AVIATION AU	HORITY"	
Kelly	ANDO AVIATION AUTHORITY  L Loll  15QY5K9L15JZ2K2K	
Kelly L Loll	VP Procurement Servi	ices
Name /Title		
Jun 11	2024	
'CONTRACTOF	"	
HELPING HAND	LAWN CARE, LLC	
By: Elder Rip	er	
Elder Ripper	President	
Name/Title		
Date: May 31	, 2024	
	TO FORM AND LEGALITY eliance of the Greater Orlando , only.	
Name of Law Fir	<sub>n:</sub> Nelson Mullins Riley & Scarboroug	h LLP
go O. Thack	Jo O. Thacker	
boxsign 1R68P9LP	Partner	

Date: \_Jun 5, 2024

## **ATTACHMENT "A-3"**

## **CONTRACT EXTENSION PRICING**

# JULY 9, 2024, THROUGH SEPTEMBER 30, 2024

LINE #	ITEM	DESCRIPTION	UOM	EST. QTY.	UOM PRICE	EXT. PRICE
1	1	Mowing – Map 1	Cycle	6	\$3,000.00	\$18,000.00
2		Mowing - Map 2	Cycle	6	\$1,000.00	\$6,000.00
3	A1	Mowing Maps 1-6	Cycle	6	\$500.00	\$3,000.00
4	2	Edging and Trimming Map 1	Cycle	6	\$450.00	\$2,700.00
5		Edging and Trimming Map 2	Cycle	6	\$150.00	\$900.00
6	A1	Edging and Trimming Maps 1-6	Cycle	6	\$100.00	\$600.00
7	3	Weeding – Map 1	Cycle	9	\$700.00	\$6,300.00
8		Weeding – Map 2	Cycle	9	\$100.00	\$900.00
9	A1	Weeding – Maps 1-6	Cycle	9	\$200.00	\$1,800.00
10	4	Pruning Shrubs/Ground Map 1	Cycle	2	\$2,700.00	\$5,400.00
11		Pruning Shrubs/Ground Map 2	Cycle	2	\$300.00	\$600.00
12	A1	Pruning Shrubs/Ground Maps 1-6	Cycle	2	\$840.00	\$1,680.00
TOTAL 11-WEEK EXTENSION: \$47,880.00						