

AMENDMENT NO. 2

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 07-18

THIS AMENDMENT NO. 2 made and entered into as of the 27th day of July, 2022, 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 July 25, 2018 and Amendment No. 1 dated July 19, 2021, Contractor agreed to provide the Authority with Tradeport Drive 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 July 25, 2022 and expiring Jul 24, 2023.
- 2. Compensation.** The 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", 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. 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 **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**.
- 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, or through the online reporting form at 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:

GREATER ORLANDO AVIATION AUTHORITY

Assistant Secretary


By: _____
Chief Executive Officer

[Official Seal]


"CONTRACTOR"

ATTEST:

HELPING HAND LAWN CARE LLC



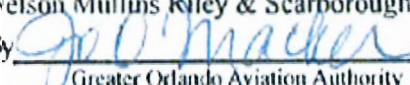
Secretary

By: 

[CORPORATE SEAL]

Its: President
Elder M. Ripper President

Print or Type Name and Title

Approved as to Form and Legality
this 19th day of July, 20 22
Nelson Mullins Riley & Scarborough, LLP
By: 

Greater Orlando Aviation Authority

From: [Anna Farmer](#)
To: [Directors and Aides](#)
Cc: [Eliot Martinez Fraticelli](#); [James Knusalla](#); [Cheri Baxter](#)
Subject: Designee for Chief Executive Officer
Date: Wednesday, July 20, 2022 11:16:41 AM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Wednesday, July 20, 2022 thru Sunday, July 31, 2022. Mr. Tom Draper, Chief of Operations, will be his designee Wednesday, July 20th – Saturday, July 23rd. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Sunday, July 24th – Sunday, July 31st. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net

ATTACHMENT "A-2"
SECOND RENEWAL OPTION PRICING
TRADEPORT DRIVE LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES

Description	Cycles	Unit Price	Extended Price
1. Mowing			
Map 2	42	\$ 319.50	\$ 13,419.00
Map 3	42	\$ 798.75	\$ 33,547.50
Map 4	42	\$ 745.50	\$ 31,311.00
MPOE Building - Binnacle Way	42	\$ 42.60	\$ 1,789.20
2. Commercial Mowing			
Map 1	24	\$ 426.00	\$ 10,224.00
Map 2	24	\$ 266.25	\$ 6,390.00
Map 3	24	\$ 1,043.70	\$ 25,048.80
Map 4	24	\$ 2,556.00	\$ 61,344.00
Map 5 - Cemetery	24	\$ 106.50	\$ 2,556.00
3. Edging /trimming			
Map 2	42	\$ 106.50	\$ 4,473.00
Map 3	42	\$ 106.50	\$ 4,473.00
Map 4	42	\$ 106.50	\$ 4,473.00
MPOE Building - Binnacle Way	42	\$ 10.65	\$ 447.30
4. Weeding			
Map 2	36	\$ 85.20	\$ 3,067.20
Map 3	36	\$ 85.20	\$ 3,067.20
Map 4	36	\$ 85.20	\$ 3,067.20
MPOE Building - Binnacle Way	36	\$ 10.65	\$ 383.40
5. Pruning			
Pruning Shrubs			
Map 2	6	\$ 106.50	\$ 639.00
Map 3	6	\$ 106.50	\$ 639.00
Map 4	6	\$ 106.50	\$ 639.00
Pruning Palms			
Map 1	2	\$ 1,065.00	\$ 2,130.00
Map 2	2	\$ 2,130.00	\$ 4,260.00
Map 3	2	\$ 1,065.00	\$ 2,130.00
Map 3 Washingtonian	2	\$ 1,065.00	\$ 2,130.00
Pruning Trees			
Map 2	2	\$ 426.00	\$ 852.00
Map 3	2	\$ 426.00	\$ 852.00
Map 4	2	\$ 426.00	\$ 852.00
6. Disease Insect			
Map 2	12	\$ 426.00	\$ 5,112.00
Map 3	12	\$ 426.00	\$ 5,112.00
Map 4	12	\$ 426.00	\$ 5,112.00
7. Fertilization			
Turf			
Map 2	2	\$ 639.00	\$ 1,278.00
Map 3	2	\$ 4,260.00	\$ 8,520.00
Map 4	2	\$ 3,195.00	\$ 6,390.00

Shrubs			
Map 2	2	\$ 213.00	\$ 426.00
Map 3	2	\$ 213.00	\$ 426.00
Map 4	2	\$ 213.00	\$ 426.00
Palms			
Map 2	2	\$ 159.75	\$ 319.50
Map 3	2	\$ 213.00	\$ 426.00
Map 4	2	\$ 159.75	\$ 319.50
Trees			
Map 2	2	\$ 106.50	\$ 213.00
Map 3	2	\$ 213.00	\$ 426.00
Map 4	2	\$ 213.00	\$ 426.00
8. Irrigation			
Map 2	12	\$ 852.00	\$ 10,224.00
Map 3	12	\$ 1,278.00	\$ 15,336.00
Map 4	12	\$ 1,597.50	\$ 19,170.00
9. Trash			
Routine Daily Trash & Debris	261	\$ 53.25	\$ 13,898.25
Pick Up, Transport & Disposal Fee	12	\$ 106.50	\$ 1,278.00
10. Mulch			
Pine Bark	1500	\$ 33.28	\$ 49,925.00
11. Additional Work			
Hourly Labor	100	\$ 21.30	\$ 2,130.00
12. Plant Replacements			
Azalea	10	\$ 6.39	\$ 63.90
Bahia Sod	10	\$ 266.25	\$ 2,662.50
Bald Cypress	10	\$ 53.25	\$ 532.50
Bottle Brush	10	\$ 53.25	\$ 532.50
Crepe Myrtle	10	\$ 53.25	\$ 532.50
Crinum Lily	10	\$ 6.39	\$ 63.90
Day Lilloies	10	\$ 4.26	\$ 42.60
Periwinkle	10	\$ 3.20	\$ 31.95
Indian Hawthorne	10	\$ 6.39	\$ 63.90
Liriope	10	\$ 3.20	\$ 31.95
Live Oak	10	\$ 117.15	\$ 1,171.50
Southern Magnolia	10	\$ 117.15	\$ 1,171.50
Allamanda	10	\$ 7.46	\$ 74.55
Maple Trees	10	\$ 53.25	\$ 532.50
Red fountain Grass	10	\$ 6.39	\$ 63.90
Pine tree	10	\$ 53.25	\$ 532.50
Plumbago	10	\$ 6.39	\$ 63.90
At. Augustine sod	10	\$ 319.50	\$ 3,195.00
Thryallis	10	\$ 6.39	\$ 63.90
Viburnum	10	\$ 6.39	\$ 63.90
Croton	10	\$ 6.39	\$ 63.90
Fire Bush	10	\$ 6.39	\$ 63.90
			\$ 382,716.20



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

CONTINUATION CERTIFICATE

Philadelphia Indemnity Insurance Company, Surety on Bond Number CE10381100264 in the penal sum of Two Hundred Fifty Thousand and 00/100 dollars (\$250,000.00) 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 July 24, 2022, to the day of July 23, 2023, 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 July 13, 2022 .

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

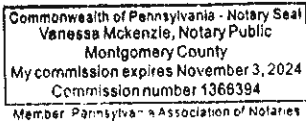
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding 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, 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 Savago, 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 14th day of July, 2022

Edward Savago, 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)

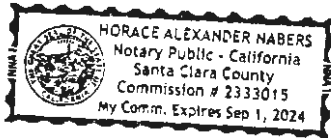
On 7/14/2022 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

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: _____