

AMENDMENT NO. 5

BY AND BETWEEN

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

TO

PURCHASING CONTRACT 18-17

THIS AMENDMENT NO. 5 made and entered into as of the 1st day of September, 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 September 1, 2017, Amendment No. 1 dated August 17, 2017, Amendment No. 2 dated July 31, 2018, Amendment No. 3 dated July 17, 2020, and Amendment No. 4 dated July 19, 2021, Contractor agreed to provide the Authority with Train Station (formally known as 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, the Authority desires and Contractor agrees to extend the term of the Contract for an additional period of six (6) months.

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 six (6) months, commencing effective as of September 1, 2022 and expiring February 28, 2023. The Authority may terminate this Contract, at any time upon thirty (30) days prior written notice to the Contractor.
- 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-5", Six (6) Month Contract Extension 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. 5, 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 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. 5, the Contract shall continue in full force and effect in accordance with its terms and conditions.

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-5

SIX (6) MONTH CONTRACT EXTENSION PRICING

SEPTEMBER 1, 2022 THROUGH MARCH 31, 2023

Item #	Description	Quantity	Unit	Unit Price	Extended Price
1	Mowing	14	Cycle	\$2,163.00	\$30,282.00
2	Edging & Trimming	14	Cycle	\$618.00	\$8,652.00
3	Weeding	14	Cycle	\$309.00	\$4,326.00
4	Pruning Shrubs & Groundcover	4	Cycle	\$618.00	\$2,472.00
5	Pruning Palms	1	Cycle	\$10,300.00	\$10,300.00
6	Pruning Trees	1	Cycle	\$2,060.00	\$2,060.00
7	Disease & Insect Control	1	Cycle	\$2,060.00	\$2,060.00
8	Fertilization - Turf	1	Cycle	\$4,120.00	\$4,120.00
9	Fertilization - Shrubs & Ground	1	Cycle	\$1,030.00	\$1,030.00
10	Fertilization - Palms	1	Cycle	\$3,090.00	\$3,090.00
11	Fertilization - Trees	1	Cycle	\$1,648.00	\$1,648.00
12	Irrigation Maint	6	Month	\$4,120.00	\$24,720.03
13	Trash & Debris Removal	150	Days	\$51.50	\$7,725.00
14	Provide/Install Pine Bark Mulch	250	Each	\$41.20	\$10,300.00
15	Annuals - Furnish/Maintain/Install	3,000	Each	\$2.12	\$6,365.40
16	Dumpster Fee (40-60 cubic yards).	6	Month	\$412.00	\$2,472.00
17	Additional Hourly Rate	30	Hours	\$25.75	\$772.50
A-5 Total Estimated Pricing Six (6) Month Extension*					\$122,394.93

The frequencies are estimated only. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the frequencies to differ from the estimates. The Authority has no obligation to request any number of frequencies per year or to require the use of any particular number of frequencies per year. This Amendment will only obligate the Authority only to pay the Unit Prices provided in this Amendment that was actually requested by the 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 CE10381100314 in the penal sum of One Hundred Seventy Thousand and 00/100 (\$170,000) 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 September 1, 2022 to the day of August 31st, 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 June 30, 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.



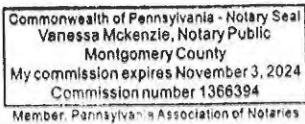
(Seal)

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 30th day of June, 2022

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)

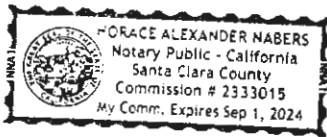
On 6/30/2022 before me, Horace Alexander Nabers
Date Here Insert Name and Title of the Officer

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 Horace Alexander Nabers
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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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____