

**AMENDMENT NO. 1**  
**BY AND BETWEEN**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**AND**  
**HELPING HAND LAWN CARE, LLC**  
**TO**  
**PURCHASING CONTRACT 05-22**

**THIS AMENDMENT NO. 1** made and entered into as of Nov 10, 2024, 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 October 27, 2021, Contractor agreed to provide Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport; 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 Agreement 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 December 1, 2024, and expiring November 30, 2025.
2. **Contract Adjustment.** Contractor's scope of work shall be and hereby is adjusted to (a) align weeding cycles in conjunction with mowing cycles, (b) include blue dye spraying for weeding control to allow for verification of services performed, as described in Scope of Work, 3.15 Weeding, and in accordance with the Contract terms and conditions.
3. **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-1" First Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
4. **Contractor's Performance Bond.** Prior to the execution of this Amendment No. 1, 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 **One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00)**.

**5. Non-governmental Entity Declaration Regarding the Use of Coercion for Labor and Services.** The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the non-governmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit "**B-1**" **Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services.**

**6. 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.

**7. 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."

**8. 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.**

**9. Continuing Effect of Contract Provisions.** Except as amended by this Amendment No. 1, 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. 1 to be executed in its name by its Chief Executive Officer, or authorized delegate, and the said Contractor.

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

By:  1V3Q39I4-17PP5V7V

Kevin J. Thibault CEO  
Name /Title

Date: Nov 10, 2024

**“CONTRACTOR”**

**HELPING HAND LAWN CARE, LLC**

By:  15XRW7JZ-17PP5V7V

Elder N Ripper President  
Name/Title

Date: Nov 6, 2024

**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  1R68P9LP-17PP5V7V Jo O. Thacker  
Partner

Date: Nov 6, 2024

**ATTACHMENT "A-1"**  
**FIRST RENEWAL OPTION PRICING**  
**PURCHASING CONTRACT 05-22**  
**TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES**

**YEAR FOUR PERIOD: 12/1/2024 – 11/30/2025**

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE
<b>1</b>	<b>MOWING</b>				
	Map 1	Cycle	42	\$ 7,189.00	\$ 301,938.00
	Map 2	Cycle	42	\$ 7,189.00	\$ 301,938.00
	Map 2 - Northfield	Cycle	24	\$ 2,567.50	\$ 61,620.00
<b>2</b>	<b>EDGING &amp; TRIMMING</b>				
	Map 1	Cycle	36	\$ 718.90	\$ 25,880.40
	Map 2	Cycle	36	\$ 718.90	\$ 25,880.40
<b>3</b>	<b>WEEDING</b>				
	Map 1	Cycle	42	\$ 718.90	\$ 30,193.80
	Map 2	Cycle	42	\$ 718.90	\$ 30,193.80
<b>4</b>	<b>PRUNING</b>				
	<b>Pruning Shrubs/Groundcover</b>				
	Map 1	Cycle	6	\$ 5,135.00	\$ 30,810.00
	Map 2	Cycle	6	\$ 5,135.00	\$ 30,810.00
	<b>Pruning Palms</b>				
	Map 1	Cycle	2	\$ 7,189.00	\$ 14,378.00
	Map 2	Cycle	2	\$ 17,459.00	\$ 34,918.00
	Pruning Washingtonian Palms	Each	400	\$ 41.08	\$ 16,432.00
	<b>Trees</b>				
	Map 1	Annual	1	\$ 6,162.00	\$ 6,162.00
	Map 2	Annual	1	\$ 6,162.00	\$ 6,162.00
<b>5</b>	<b>DISEASE &amp; INSECT CONTROL</b>				
	Map 1	Cycle	12	\$ 2,464.80	\$ 29,577.60
	Map 2	Cycle	12	\$ 2,464.80	\$ 29,577.60
<b>6</b>	<b>PALM WEEVIL TREATMENTS</b>				
	Map 1	Cycle	12	\$ 1,027.00	\$ 12,324.00
	Map 2	Cycle	12	\$ 1,027.00	\$ 12,324.00
<b>7</b>	<b>FERTILIZATION</b>				
	<b>Turf</b>				
	Map 1	Cycle	3	\$ 2,054.00	\$ 6,162.00
	Map 2	Cycle	3	\$ 2,054.00	\$ 6,162.00
	Soil Analysis Reports	Each	2	\$ 20.54	\$ 41.08
	<b>Shrubs &amp; Groundcover</b>				
	Map 1	Cycle	3	\$ 1,027.00	\$ 3,081.00
	Map 2	Cycle	3	\$ 770.25	\$ 2,310.75

<b>All Palms</b>					
	Map 1	Cycle	3	\$ 1,027.00	\$ 3,081.00
	Map 2	Cycle	3	\$ 1,027.00	\$ 3,081.00
<b>Trees</b>					
	Map 1	Cycle	2	\$ 513.50	\$ 1,027.00
	Map 2	Cycle	2	\$ 513.50	\$ 1,027.00
	Stump Grinding	Each	15	\$ 51.35	\$ 770.25
<b>8</b>	<b>IRRIGATION AND MAINTENANCE</b>				
	Map 1	Month	12	\$ 7,189.00	\$ 86,268.00
	Map 2	Month	12	\$ 7,189.00	\$ 86,268.00
	Irrigation Parts Estimated Annual Sum	Each	7500	\$ 1.03	\$ 7,702.50
<b>9</b>	<b>TRASH &amp; DEBRIS REMOVAL</b>				
	Daily Routine Trash & Debris Removal	Cycle	261	\$ 513.50	\$ 134,023.50
<b>10</b>	<b>MULCH</b>				
	Pine Bark	CUYD	7000	\$ 23.62	\$ 165,347.00
	Pine Straw	CUYD	2400	\$ 5.14	\$ 12,324.00
<b>11</b>	<b>PLANT REMOVE AND REPLACE</b>				
	African Iris 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Azalea 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Aztec Liriope 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Blue Flag Iris 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Bougainville 3 gal.	Each	10	\$ 9.24	\$ 92.43
	Burfordii Holly 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Camellia 3 gal.	Each	10	\$ 15.41	\$ 154.05
	Canary Date Palm 8'-10' ft.	Each	2	\$ 2,054.00	\$ 4,108.00
	Confederate Jasmine 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Creeping Fig 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Crinum Lily 10 gal.	Each	10	\$ 46.22	\$ 462.15
	Croton 3 gal.	Each	10	\$ 7.19	\$ 71.89
	Day Lily 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Downy Jasmine 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Fakahatchee 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Hibiscus 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Indian Hawthorn 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Ixoria 3 gal.	Each	10	\$ 7.19	\$ 71.89
	Juniper 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Liriope (Evergreen Giant) 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Magnolia 100 gal	Each	2	\$ 205.40	\$ 410.80
	Nandina 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Oleander 3 gal.	Each	10	\$ 9.24	\$ 92.43
	Pampas Grass 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Photinia 1 gal.	Each	10	\$ 3.08	\$ 30.81
	Pittosporum 3 gal.	Each	10	\$ 6.16	\$ 61.62

	Plumbago 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Podocarpus 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Rose (Knockout) 3 gal.	Each	10	\$ 12.32	\$ 123.24
	Rose (Ground) 3 gal.	Each	10	\$ 12.32	\$ 123.24
	Splitleaf Philodendron 3 gal.	Each	10	\$ 30.81	\$ 308.10
	Ti Plant 3 gal	Each	10	\$ 9.24	\$ 92.43
	Thryallis 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Viburnum 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Yellow Canna 3 gal.	Each	10	\$ 6.16	\$ 61.62
	Yucca 3 gal.	Each	10	\$ 12.32	\$ 123.24
	Zamia 3 gal.	Each	10	\$ 12.32	\$ 123.24
<b>12</b>	<b>FURNISH/INSTALL/MAINTAIN PER ANNUAL</b>				
	Annuals	Each	170,000	\$ 1.03	\$ 174,590.00
<b>13</b>	<b>ADDITIONAL WORK</b>				
	Tree Removal	Each	5	\$ 513.50	\$ 2,567.50
	Irrigation Repairs & Parts above (8) inches in Diameter	Hour	100	\$ 51.35	\$ 5,135.00
	Additional Landscape Maintenance	Acre	25	\$ 154.05	\$ 3,851.25
	Hourly Labor Rate	Hour	500	\$ 51.35	\$ 25,675.00
<b>First Renewal Option, Total</b>					<b>\$ 1,739,173.15</b>

The Aviation Authority is obligated only to pay the Unit Prices for items provided in this Contract for the frequencies/quantities actually requested by the Aviation Authority and provided by the Contractor.

ATTACHMENT B-1

**GREATER ORLANDO AVIATION AUTHORITY**

**Non-governmental Entity Declaration Regarding  
the Use of Coercion for Labor and Services**


Nongovernmental Entity's Name:	<u>Helping Hand Lawn Care, LLC</u>		
Nongovernmental Entity's FEIN:	<u>46-3823752</u>		
Authorized Officer or Representative Name and Title:	<u>Elder N Ripper</u>	<u>President</u>	
Nongovernmental Entity's Address:	<u>5960 W Jones Ave</u>		
City:	<u>Zellwood</u>	State: <u>FL</u>	ZIP: <u>32798</u>
Phone Number:	<u>352-404-4601</u>		
Email Address:	<u>norm@hhlawncare.org</u>		

Section 787.06(13), Florida Statutes, requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the non-governmental entity under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

**Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.**

By:   
box SIGN 15XRW7JZ-17PP5V7V  
Authorized Officer or Representative for Nongovernmental Entity  
Print Name and Title: Elder N Ripper President  
Date: Nov 6, 2024