

AMENDMENT NO. 3
BY AND BETWEEN
GREATER ORLANDO AVIATION AUTHORITY
AND
MINER LTD
TO
PURCHASING CONTRACT 07-19

THIS AMENDMENT NO. 3 made and entered into as of the 1st day of May , 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **MINER LTD**, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, by Contract dated May 1, 2019, and as amended by Amendment No. 1 dated September 4, 2020, and Amendment No. 2 dated November 22, 2021, the Original Contractor agreed to provide Dock Leveler Preventative Maintenance and Repair 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 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 May 1, 2023 and expiring April 30, 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-3", Second Renewal Option Pricing.** Compensation shall be paid pursuant to the terms and conditions of the Contract.
- 3. 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.

4. 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.”

5. 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.

6. Continuing Effect of Contract Provisions. 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 parties hereto have caused this Amendment No. 3 to be duly executed as of the date and year first above written.

"AVIATION AUTHORITY"

ATTEST:
AUTHORITY

GREATER ORLANDO AVIATION

Assistant Secretary

By: _____
Chief Executive Officer

Date: _____

[Official Seal]

"CONTRACTOR"

ATTEST:

MINER LTD.,

Vicki Lee

Secretary

By: William Welch

Its: Vice President, End User Sales

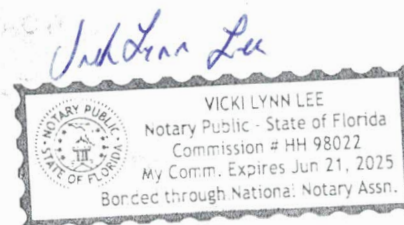
William Welch - VP, End User Sales

Print or Type Name and Title

Date: 4-7-23

4/10/23

[Corporate Seal]



Approved as to Form and Legality
this 10 day of April, 20 23
Nelson Mullins Riley & Scarborough, LLP
By: Joe C. Macher

Greater Orlando Aviation Authority

ATTACHMENT A-3

07-19 DOCK LEVELER PREVENTATIVE MAINTENANCE & REPAIR

SECOND RENEWAL OPTION

FOR THE PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

DESCRIPTION	UNIT PRICE	ESTIMATED QTY	EXTENSION
Initial Condition Inspection for Remote Sorting Facility (RSF) - To be performed during the 1 st Quarter)	\$ 35.00	1	\$ 35.00
4 - Quarterly Inspections	\$ 35.00	220	\$ 7,700.00
Additional Standard Work Hours	\$ 120.00	100	\$ 12,000.00
Additional Non-Standard Work Hours	\$ 120.00	10	\$ 1,200.00
Estimated Annual Value	\$ 1.00	100000	\$ 100,000.00
Mark-Up	\$ 0.20	100000	\$ 20,000.00
TOTAL YEAR 3			\$ 140,935.00

CERTIFICATE OF INCUMBENCY

I, Kirk E. Yosick, the undersigned General Counsel and Chief Administrative Officer of Miner, Ltd., a Texas Limited Partnership, do hereby certify that the following individual was designated and granted signatory authority on behalf of Miner, Ltd., and at the request of the business unit President, for any and all contracts which include a commitment equal to or less than five (5) years in duration, where the cost, value or monetary commitment is less than \$500,000. I further certify that the signature set forth opposite the name listed, below, is a genuine signature:

NAME

SIGNATURE

Bill Welch (WILLIAM Welch)



IN WITNESS WHEREOF, I have hereunto subscribed my name on this 23 day of AUGUST, 2021.



Kirk E. Yosick
General Counsel & Chief Administrative Officer
Miner, Ltd.



Dave Wright
President
Miner, Ltd.