

GOAA DATE 10-20-21

ITEM NO. 4-G

DOCUMENTARY # 101225

AMENDMENT NO. 2

BY AND BETWEEN

**GREATER ORLANDO AVIATION AUTHORITY
AND
MINER LTD
TO**

PURCHASING CONTRACT 07-19

THIS AMENDMENT NO. 2 made and entered into as of the 22nd day of November, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "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, the Original Contractor agreed to provide Dock Leveler Preventative Maintenance and Repair Services at Orlando International Airport, Orlando, Florida;

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 first renewal 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:

- 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, 2022 and expiring April 30, 2023.
- Compensation.** 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", First Renewal Option Prices. Compensation shall be paid pursuant to the terms and conditions of the Contract.
- Suits/Proceedings.** New 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, New Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. New 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.** New 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. 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.

ATTEST:

Dave Musselwhite
Assistant Secretary

[Official Seal]

ATTEST:

DocuSigned by:
Nancy Cox
6DEA5D54042A464...
Secretary

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: *Phillip N. Brown*
Phillip N Brown
Chief Executive Officer
Nov 22 2021 9:41 AM
DocuSign
Chief Executive Officer

"CONTRACTOR"

MINER LTD.

By: *Bill Welch*
DocuSigned by:
9C5B3DB0637B49D...

Its: Bill Welch, Vice President, End User Sales
Bill Welch

Print or Type Name and Title

Approved as to Form and Legality
this 15 day of November, 2021
Nelson Mullins Riley & Scarborough, LLP
By: *Jo O'Macker*
Greater Orlando Aviation Authority

ATTACHMENT A-2

07-19 DOCK LEVELER PREVENTATIVE MAINTENANCE & REPAIR

1ST RENEWAL OPTION

FOR THE PERIOD OF MAY 1, 2022 THROUGH APRIL 30, 2023

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 OPTION YEAR 1			\$ 140,935.00