

AMENDMENT NO. 7

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY

AND

E.W. SIVER AND ASSOCIATES, INC. d/b/a SIVER INSURANCE CONSULTANTS

TO

PURCHASING AGREEMENT PS-406

THIS AMENDMENT NO. 7 made and entered into as of the 15th day of September, **2022**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Authority") and **E.W. Siver and Associates, Inc. d/b/a Siver Insurance Consultants** (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, by Agreement dated May 1, 2015, as amended by Amendment No. 1 dated January 20, 2017, Amendment No. 2 dated June 23, 2017, Amendment No. 3 dated April 11, 2018, Amendment No. 4 dated July 12, 2018, Amendment No. 5 dated April 8, 2019, and Amendment No. 6 dated December 31, 2019, Consultant agreed to provide the Authority with Risk Management and Insurance Consulting services at the Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Agreement currently expires on April 30, 2024; and

WHEREAS, the Aviation Authority and Consultant agrees to adjust the Agreement to add insurance consulting services as it relates to insurance coverages for South Terminal C.

WHEREAS, the Authority requires the Consultant's prior written consent, which Authority is willing to give on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **Effective Date:** The effective date of this Amendment No. 7 is May 31, 2022.
2. **Agreement Adjustment.** Consultant shall assist with the management of insurance coverages and issues relating to South Terminal C at Orlando International Airport. These services may include, but are not limited to: assist in negotiations of insurance premiums, coverage terms and conditions for Builders Risk (BR) and Owners Protective Indemnity policies (OPPI), assist with the premium audit process of the BR & OPPI programs, review policy documents for accuracy, and assist in the strategy of coverages for projects moving from current BR & OPPI insurance programs to other insurance programs.

3. **Compensation.** In consideration of the work to be performed pursuant to this Amendment No.7, the compensation payable to the Consultant for the following not to exceed amount through 2022 calendar year by project is as follows:

- a) \$25,000.00 for existing insurance program for South Terminal C, Phase 1.
- b) \$25,000.00 for future insurance program for projects including, but not limited to: Areas 4 & 5 for Ground Transportation Facility, Terminal C Phase 1 Gates C250-C253, Terminal C Remote Overnight Parking, and permanent RAC Quick Turnaround.

Compensation shall be paid pursuant to Exhibit "B-1" and the terms and conditions of the Contract.

4. **Increase in Value.** The value of the Agreement will increase from \$954,000.00 to \$1,004,000.

5. **Suit/Proceedings.** The Consultant agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and the Consultant waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Consultant agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

6. **Public Entity Crimes Act.** The Consultant 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."

7. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 7, the Agreement 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. 7 to be duly executed as of the date and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

ATTEST:

Assistant Secretary

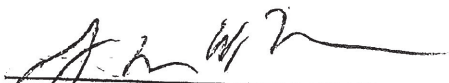
By: _____
Chief Executive Officer

[Official Seal]

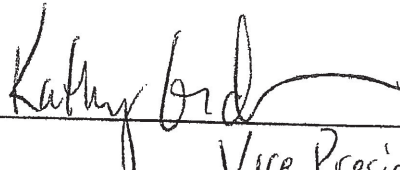
"CONSULTANT"

**E.W. SIVER and ASSOCIATES, INC.
d/b/a SIVER INSURANCE CONSULTANTS**

ATTEST:



Secretary

By: 

Its: Vice President

[CORPORATE SEAL]

Kathy Gordon, Vice President
Print or Type Name and Title

Approved as to Form and Legality

this 6 day of September 20 22

Nelson Mullins Riley & Scarborough, LLP

By: 

Greater Orlando Aviation Authority