

AMENDMENT NO. 8

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. 8 made and entered into as of the 22nd day of June, **2023**, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation 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, Amendment No. 6 dated December 31, 2019 and Amendment No.7 dated September 15, 2022, Consultant agreed to provide the Aviation 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 agreed in Amendment No. 7 to adjust the Agreement to add insurance consulting services as it relates to insurance coverages for South Terminal C.

WHEREAS, the Aviation Authority and Consultant agree to extend the compensation term for Amendment No. 7 and adjust the compensation for insurance consulting services for South Terminal C per Section 3 below.

WHEREAS, the Aviation 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 for Amendment No. 7 shall be extended from May 31, 2022 through April 30, 2024.

2. Agreement Adjustment. This Amendment extends the term for services as stipulated in Amendment No. 7 which requires Consultant to assist with the management of insurance coverages and issues relating to South Terminal C at Orlando International Airport through April 30, 2024. 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. Compensation as stipulated in Amendment No. 7 shall be replaced with the following:

In consideration of the work to be performed pursuant to this Amendment No.8, the compensation payable to the Consultant for the following not-to-exceed amount through April 30, 2024 by project is as follows:

- a) \$10,000.00 for existing insurance program for South Terminal C, Phase 1.
- b) \$40,000.00 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 the terms and conditions of the Agreement.

4. 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.

5. 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.”

6. Continuing Effect of Agreement Provisions. Except as amended by this Amendment No. 8, 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. 8 to be duly executed as of the date and year first above written.

"AUTHORITY"

ATTEST:

Anna Farmer
Anna Farmer
Assistant Secretary
Jun 22 2023 1:13 PM

DocuSign

Assistant Secretary

GREATER ORLANDO AVIATION AUTHORITY

Kevin Thibault
Kevin Thibault
Chief Executive Officer
Jun 22 2023 12:53 PM

DocuSign

By: _____
Chief Executive Officer

[Official Seal]



Jun 22 2023 1:13 PM

DocuSign

ATTEST:

"CONSULTANT"

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

By: *Kathy Gordon*

Its: *Vice President*

Kathy Gordon

Print or Type Name and Title

Anna Farmer

Secretary
[CORPORATE SEAL]

Approved as to Form and Legality
this 22 day of May, 2023
Nelson Mullins Riley & Scarborough, LLP
By: *Joel Macher*

Greater Orlando Aviation Authority