

Greater Orlando Aviation Authority
Addendum No. 1
Job Order Construction Services
(Page 1 of 2)

THIS ADDENDUM, made and entered into this day of 1/2/24, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **THE MIDDLESEX CORPORATION**, ("Contractor").

WITNESSETH

WHEREAS, on **February 28, 2023**, Owner and Contractor entered into a contract to provide continuing horizontal construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to **Project No. H-361** for project named **JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B)**, at Orlando International Airport, hereinafter referred to as the "Work" as specified and agreed to below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Contractor shall perform the Work for the **Direct Negotiated** amount of:

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1	Labor and Materials	\$3,490,000.00	LS	1	\$3,490,000.00
		\$			\$
		\$			\$
TOTAL					\$3,490,000.00

2. The Contractor shall furnish all labor, materials and equipment necessary to perform the Work, as further described herein, which includes all plans, drawings, specifications and other documents as incorporated or referenced herein and made a part of this Addendum with the same effect as if they had been set forth fully in the body of this Addendum. The Work shall be performed in accordance with the terms of the Base Agreement unless modified by these Contract Documents.

3. The Contractor shall not begin the Work required under this Addendum until the Notice to Proceed date.

4. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, regulations, rules and ordinances now in effect or hereafter amended.

5. The Contractor agrees to enter into a formal agreement with the proposed MWBE/LDB sub-contractors.

6. **PUBLIC ENTITY CRIMES ACT:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply 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 Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. **DISCRIMINATORY VENDOR LIST:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 unless that entity or affiliate has been removed from the list pursuant to Florida law.

8. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable): The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

9. LOBBYING PROHIBITION: In accordance with Florida Statutes Section 216.347, no funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch or any state agency.

PAYMENT & PERFORMANCE BONDS: ☒ Required ☐ Waived

WORK INCLUDES: ☐ Construction Only ☒ Design and Construction

SCHEDULE OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 00 11 00, Summary of the Work	07/2019, 3 pages
2	Section 00 61 13, Performance and Payment Bonds	11/2014, 5 pages
3	Contractor's Proposal	11/10/23, 2 pages
4	Section 65 19.29, Final Release Form	07/2023, 1 page
5	Section 65 19.33, Subcontractor Final Release Form	07/2023, 1 page
6	Current Division 0/Division 1/Specification List	03/2022, 1 page

CONTRACT TIME:

- Substantial Completion 180 Calendar Days from Notice to Proceed Date
- Final Completion 30 Calendar Days from Actual Substantial Completion Date

LIQUIDATED DAMAGES:

- Late Substantial Completion \$ 1,700.00 Per Calendar Day
- Late Final Completion \$ 850.00 Per Calendar Day

The Middlesex Corporation

By: 

Thomas Grondine Sr. Vice President Preconstruction
Name & Title

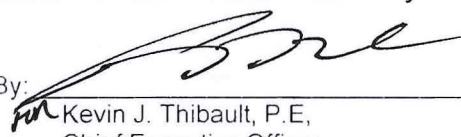


Construction Committee Approval Date: November 21, 2023

Aviation Authority Board Approval Date: December 13, 2023

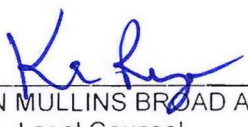
Notice to Proceed Date: December 27, 2023

Greater Orlando Aviation Authority

By: 

Kevin J. Thibault, P.E.,
Chief Executive Officer

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of 12/2024

By: 
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority

Elliot Martinez Fraticelli

From: Aracelis Mercado
Sent: Wednesday, December 27, 2023 4:52 PM
To: GOAA Designees; Directors and Aides
Cc: James Knusalla; Cathlynn Vianna; Starlene Barrett
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Thursday, December 28, 2023 starting at 7:00 a.m. through Tuesday, January 2, 2024 at 3:00 p.m.

During his absence, Mr. Anthony Davit, Chief Operating Officer, will be his designee.

Mr. Davit can be reached at anthony.davit@goaa.org or 407-825-2231.

Please continue to use the signature process in place.

Thank you,
Ari



Aracelis Mercado

Assistant to Chief Executive Officer

aracelis.mercado@goaa.org

P 407-825-2261 C 407-784-0827

Orlando International Airport

One Jeff Fuqua Boulevard

Orlando, Florida 32827

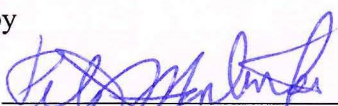
orlandoairports.net



At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on August 14, 2023, at which all the Directors were present or waived notice, it VOTED, that Robert W. Pereira, Chairman and Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Neil T. Mulrooney, Senior Vice President Construction Southeast Region; David P. Socci, Senior Vice President & Assistant Secretary; Thomas M. Grondine, Senior Vice President Preconstruction; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Senior Vice President & Chief Legal Officer; James M. Wills, Senior Vice President Business Development; Edward Taylor Cox Sr., Vice President Business Development; James E. Reardon, Vice President Alternative Delivery; Joseph B. Phinney, Vice President Construction Operations; Michael J. Iapaluccio, Vice President Paving and Mark A. Landry, Vice President Plants; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

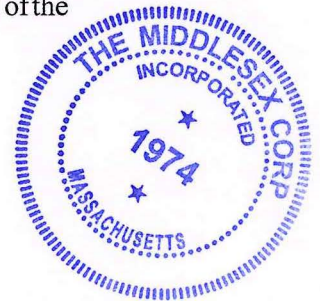
A true copy

ATTEST:

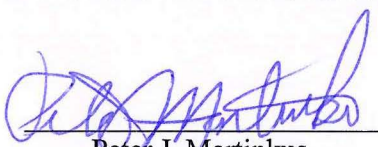

Peter J. Martinkus
Secretary

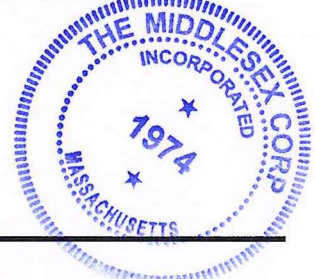
Place of Business: One Spectacle Pond Road
Littleton, MA 01460

Date: 12/22/2024



Thereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chairman and Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Neil T. Mulrooney is the duly elected Senior Vice President Construction Southeast Region, David P. Socci is the duly elected Senior Vice President & Assistant Secretary, Thomas Grondine is the is the duly elected Senior Vice President Preconstruction, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Senior Vice President & Chief Legal Officer, James M. Wills is the duly elected Senior Vice President Business Development, Edward Taylor Cox is the duly elected Vice President Business Development, James R. Reardon is the duly elected Vice President Alternative Delivery, Joseph B. Phinney is the duly elected Vice President Construction Operations, Michael J. Iapaluccio is the duly elected Vice President Paving and Mark A. Landry is the duly elected Vice President Plants of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Peter J. Martinkus
Secretary



One Spectacle Pond Road, Littleton, MA 01460 • Tel: 978-742-4400 • Fax: 978-742-4434

COMMITTED TO SAFETY AND QUALITY



Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida, 32827-4392
(407) 825-2001

Memorandum

To: Members of the Construction Committee

**From: Scott Shedek, Vice President of Construction
(Christina Taylor, Senior Project Manager)**

Date: November 21, 2023

Re: Request for Recommendation of Approval of an Addendum to the Continuing Horizontal Construction Services Agreement The Middlesex Corporation for the Award of H-00361 JFB (Loop Road) Terminal B Entrance Reconfiguration (D/B) at the Orlando International Airport

The above-referenced project is for design and construction of a reconfigured roadway system that enters the B Terminal to include the entrances to the Arrivals Curb, the Departures Curb, the Ground Transportation Curb, the B Terminal Parking Garage, and the Rental Car Return. This project also includes pavement demolition, pavement installation, building partial demolition, maintenance of traffic, pavement markings, landscaping and any related roadway, building improvement and related services.

On September 26, 2023, bids were received from the continuing contractors as follows:

The Middlesex Corporation	\$7,285,840.47
Latest Reconciled Estimate:	\$2,660,000.00

Since the bid was over budget, the proposal was renegotiated and The Middlesex Corporation has verified that they will be able to complete the project for the renegotiated amount of \$3,490,000.00 and within the Aviation Authority's schedule.

The MWBE/LDB participation has been reviewed by the Office of Small Business Development. Their findings and recommendation are attached.

Funding is from previously approved General Airport Revenue Bonds. Funding source verified by Melvin Martinez of Construction Finance on 11 / 16 / 23 as correct and available.

It is respectfully requested that the Construction Committee recommend to the Aviation Authority Board approval of an Addendum to the Continuing Horizontal Construction

Services Agreement with The Middlesex Corporation for the award of the above-referenced project for the bid amount of \$3,490,000.00.

CONSTRUCTION AWARD	
L/S	\$3,490,000.00
NTE	
TOTAL	\$3,490,000.00
AAC – Compliance Review Date	11/15/2022 <i>ZTG</i>
AAC – Funding Eligibility Review Date	11/15/2023

SUBJECT TO CFOC

ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	UNIT COST SOURCE	Seg-9B	Seg-200N	Seg-NB TerB Option-A or B	Seg-12B	Seg-200S	Seg-201S	Ter-C Signal	QTY	ESTIMATED COSTS (\$)
ROADWAY													
104-10-3	SEDIMENT BARRIER	LF	\$ 2.04	AREA 8			5400					5,400	\$ 11,016.00
104-15	SOIL TRACKING PREVENTION DEVICE	EA	\$ 2,468.85	AREA 8								-	\$ -
110-1-1	CLEARING & GRUBBING	AC	\$ 37,746.07	AREA 8			2.8					3	\$ 105,546.88
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	\$ 33.65	AREA 8								-	\$ -
160-4	TYPE B STABILIZATION	SY	\$ 10.95	AREA 8			668.7					669	\$ 7,321.90
285-709	OPTIONAL BASE GROUP 09	SY	\$ 44.28	AREA 8			707.4					707	\$ 31,325.64
327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	\$ 3.13	AREA 8			12865.1					12,865	\$ 40,267.80
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	\$ 119.98	AREA 8			116.7					117	\$ 14,005.07
337-7-81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	TN	\$ 166.62	AREA 8			1055.2					1,055	\$ 175,816.31
520-1-10	CONCRETE CURB AND GUTTER, TYPE F	LF	\$ 40.75	AREA 8			5383.0					5,383	\$ 219,357.25
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	\$ 64.01	AREA 8								-	\$ -
570-1-2	PERFORMANCE TURF, SOD	SY	\$ 4.21	AREA 8			2990.6					2,991	\$ 12,590.24
SUBTOTAL ROADWAY													\$ 617,247.09
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	SOURCE								QTY	ESTIMATED COSTS (\$)
SIGNALIZATION (2 INTERSECTIONS)													
102-14	TRAFFIC CONTROL OFFICER	HR	\$ 37.45	AREA 8								0	\$ -
630-2-11	CONDUIT, F&I, OPEN TRENCH	LF	\$ 20.81	AREA 8								0	\$ -
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	\$ 9.28	AREA 8								0	\$ -
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24"	EA	\$ 1,250.40	AREA 8								0	\$ -
649-21-26	STEEL MAST ARM ASSEMBLY, FURNISH AND INSTALL, DOUBLE ARM 78'-70'	EA	\$ 156,653.60	AREA 8								0	\$ -
650-1-14	VEHICLE TRAFFIC SIGNAL, F&I, ALUMINUM, 3 SEC 1 WAY	AS	\$ 1,752.64	AREA 8								0	\$ -
650-1-19	VEHICLE TRAFFIC SIGNAL, F&I, ALUMINUM, 5 SEC CLUSTER 1 WAY	AS	\$ 1,958.82	AREA 8								0	\$ -
SUBTOTAL SIGNALIZATION													\$ -
ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	SOURCE								QTY	ESTIMATED COSTS (\$)
SIGNING & PAVEMENT MARKING													
700-2-15	MULTI- POST SIGN, F&I GROUND MOUNT, 51-100 SF	AS	\$ 8,669.37	AREA 8			4					4	\$ 34,677.48
700-3-206	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 101-200 SF	EA	\$ 5,069.82	AREA 8			14					14	\$ 70,977.48
700-3-207	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 201-300 SF	EA	\$ 8,361.61	AREA 8			1					1	\$ 8,361.61
700-4-111	OVERHEAD STATIC SIGN STRUCTURE, FURNISH & INSTALL, CANTILEVER, UP TO	EA	\$ 135,000.00	AREA 8			1					1	\$ 135,000.00
700-4-125	OVERHEAD STATIC SIGN STRUCTURE, FURNISH & INSTALL, SPAN, 51-100 FT	EA	\$ 145,343.60	SW6								0	\$ -
700-4-126	OVERHEAD STATIC SIGN STRUCTURE, FURNISH & INSTALL, SPAN, 101-150 FT	EA	\$ 146,430.51	SW6			2					2	\$ 292,861.02
706-1-3	RAISED PAVEMENT MARKERS, TYPE B	EA	\$ 4.29	AREA 8			240					240	\$ 1,029.60
710-90	PAINTED PAVEMENT MARKINGS, STANDARD	LS	\$ -	AREA 8								0	\$ -
711-11-102	THERMOPLASTIC, STANDARD, WHITE, SOLID, 8"	GM	\$ 9,136.29	AREA 8			0.381					0.381	\$ 3,478.02
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	\$ 5.39	AREA 8			300					300	\$ 1,617.00
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	\$ 6.50	AREA 8								0	\$ -
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	\$ 160.91	AREA 8								0	\$ -
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROWS	EA	\$ 72.39	AREA 8								0	\$ -
711-16-101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	\$ 5,456.87	AREA 8			0.548					0.548	\$ 2,991.98
711-16-131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, 10-30 SKIP	GM	\$ 1,705.38	AREA 8			1.043					1.043	\$ 1,778.05
711-16-201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	\$ 5,257.91	AREA 8			0.537					0.537	\$ 2,825.13
SUBTOTAL S&PM													\$ 555,597.37
ITEM NUMBER	ITEM DESCRIPTION	UNIT										QTY	ESTIMATED COSTS (\$)
MISCELLANEOUS													
101-1	MOBILIZATION (15%)	LS										1	\$ 175,926.67
102-1	MAINTENANCE OF TRAFFIC (10%)	LS										1	\$ 117,284.45
	EARTHWORK (10%)	LS										1	\$ 117,284.45
SUBTOTAL MISCELLANEOUS													\$ 410,495.56
CONSTRUCTION SUBTOTAL													\$ 1,583,340.02
	PROJECT UNKNOWNNS (20%)	LS										1	\$ 316,668.00
CONSTRUCTION TOTAL													\$ 1,900,008.03
	CONTIGENCY (15%)	LS										1	\$ 285,001.20
DESIGN COST (10% OF CONSTRUCTION TOTAL)													\$ 190,000.80
CEI COST (15% OF CONSTRUCTION TOTAL)													\$ 285,001.20
GRAND TOTAL													\$ 2,660,000.00

Note: Toll gantry, drainage, utility relocate, survey not included. These are draft concept quantities.

SECTION 00 41 13 - PROPOSAL FORM – db-nf-(single-Prime Contract)

PROPOSAL FOR THE GREATER ORLANDO AVIATION AUTHORITY

Submitted By: The Middlesex Corporation
(Proposer's Name)

Date: September 26, 2023

The undersigned Proposer hereby certifies the following: (1) it has accurately identified all persons required by the applicable signature block; (2) this Proposal is fair, in all respects, and made in good faith, without collusion or fraud; (3) no officer, employee or agent of the Authority and no spouse or child of an officer or employee of the Authority, has, or will have during the performance of the Contract, any material interest in the business of the Proposer, and (4) Proposer has no knowledge of any potential conflict of interest.

The Proposer further represents that it has carefully examined the site of the Work, the DCP, Contract Documents, the Addenda furnished prior to the opening of the Proposals, and existing Owner records for the Work contemplated during the Proposal submittal period. By submitting a Proposal, the Proposer represented to the Owner that the Proposal and the Contract is inclusive of sufficient compensation for performing adequate investigations of existing site conditions, the DCP, and existing records to sufficiently support the design developed and proposed by the Proposer. The Proposer further acknowledges that any information provided by the Owner was to assist the Proposer in completing adequate investigations. In addition the Proposer represents that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and has included in the Proposal and Contract all items necessary for the proper execution and completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents.

If provided with a Notice of Intent to Award the Contract by the Owner, the Proposer shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Contract Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary design, permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Contract Documents for "Proposal Package H-00361, JFB (Loop Road) B Terminal Entrance Reconfiguration (D/B), Orlando International Airport," Orlando, Florida.

The Proposer shall commence work specified herein within the time limits set forth in the Instructions to Proposers, which time limits the Proposer acknowledges are reasonable.

~~If the Proposer improperly withdraws its Proposal or fails to execute and deliver to the Owner any of the documents required by the Contract Documents, within ten (10) days after the date of the Notice of Intent to Award, the Owner may seek recourse against the Proposal Guaranty as provided for in the Contract Documents.~~

If the Proposer fails to complete the Work within the scheduled time or any authorized extension thereof, liquidated damages, in accordance with the Contract Documents, shall be deducted from the Total Contract Price.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Plans and Specifications:

ADDENDA	DATE	ADDENDA	DATE
1	08/31/2023		
2	09/06/2023		
3	09/07/2023		

PUBLIC ENTITY CRIMES ACT

The Proposer represents that it is not precluded from submitting a Proposal under Section 287.133(2)(a), which provides as follows: "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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals 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 Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

MWBE/LDB/VBE PROGRAM ACKNOWLEDGEMENT

By submitting a Proposal on this Project, Proposer represents that it has reviewed and familiarized itself with the Owner's Minority and Woman Business Enterprise Policy (MWBE), the Local Developing-Business Program Policy (LDB) and the Veterans Business Enterprise (VBE). **See the Instructions to Proposers for the MWBE Participation Goal and the LDB/VBE Participation Goal.**

DBE PROGRAM ACKNOWLEDGEMENT

~~By submitting a Proposal on this Project, Proposer represents that it has reviewed and familiarized itself with the Owner's Disadvantaged Business Enterprise Participation Program (DBE). See the Instructions to Proposers for the DBE Participation Goal.~~

SCRUTINIZED COMPANY CERTIFICATION

By submitting a Proposal on this Project:

- A. (applicable to all agreements, regardless of value) – Proposer hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

- A. (applicable to agreements that may be \$1,000,000 or more) - Proposer hereby certifies that it is:
(1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

The Contractor must promote and conduct workplace safety initiatives for employees and other work personnel in a manner commensurate with the size of the business, such as:

- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor must insert this "Texting When Driving" language in each third party subcontract involved on this project.

PUBLIC ENTITY CRIMES ACT

The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

DISCRIMINATORY VENDOR LIST

The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 unless that entity or affiliate has been removed from the list pursuant to Florida law.

ORLANDO INTERNATIONAL AIRPORT
H-00361, JFB (LOOP ROAD) B TERMINAL
ENTRANCE RECONFIGURATION (D/B)

PROPOSAL FORM – db-nf-(single-Prime Contract)
SECTION 00 41 13

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable)

The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

PROPOSAL

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE APPLICABLE DRAWINGS, SPECIFICATIONS, AND OTHER CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS:

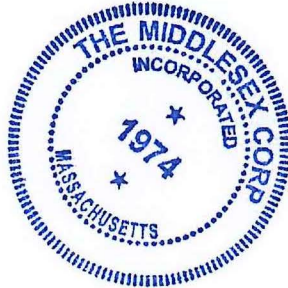
PROPOSAL SCHEDULE

Design Engineering Phase Price \$ 500,000.00

Construction Phase Price \$ 6,785,840.47

TOTAL PROPOSAL PRICE: \$ 7,285,840.47

Seven Million Two Hundred Eighty-Five Thousand Eight Hundred Forty Dollars
Dollars and Forty Seven Cents




(Proposer's Signature)

Senior Vice President Preconstruction
(Proposer's Title)

9-26-2023
(Date)

tgrondine@middlesexco.com
(Email)

(If Proposer is a corporation, complete this signature block)

Fill in the name of the corporation, followed by the signature of the officer signing on behalf of the corporation, name and officer's title and Secretary attestation.

The below Corporation is organized and existing under the laws of the State of Massachusetts, authorized by law to make this Proposal and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Federal ID # 04-2534615

The Middlesex Corporation
Name of Corporation

Phone: 978-742-4409

By: [Signature]
(signature of corporate officer)

Fax: 978-742-4434

Name: Thomas Grondine

Title: Senior Vice President - Preconstruction

Address: One Spectacle Pond Road, Littleton, MA 01460

(Affix Corporate Seal)

Attest: [Signature]
Assistant Secretary David Socci

The full name, address and title of every Officer of the Corporation (including the President, Vice President, Secretary, and Treasurer) is as follows (attach additional pages if necessary):

See attachment "A"

Name	Address	Title
Name	Address	Title
Name	Address	Title
Name	Address	Title



**Officers and Board Members of
The Middlesex Corporation
Corporate Office:
One Spectacle Pond Road
Littleton, MA 01460**

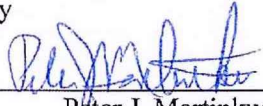
Name	Title	Office
Robert W. Pereira	Chief Executive Officer	One Spectacle Pond Road, Littleton, MA 01460
Robert W. Pereira II	President and Chief Operating Officer	One Spectacle Pond Road, Littleton, MA 01460
Neil T. Mulrooney	Senior Vice President Construction Southeast Region	10801 Cosmonaut Boulevard, Orlando, FL 32824
David P. Socci	Senior Vice President & Assistant Secretary	One Spectacle Pond Road, Littleton, MA 01460
Thomas M. Grondine	Senior Vice President Preconstruction	One Spectacle Pond Road, Littleton, MA 01460
Peter J. Martinkus	Senior Vice President Finance, CFO & Secretary	One Spectacle Pond Road, Littleton, MA 01460
Joshua S. Wernig	Vice President & General Counsel	10801 Cosmonaut Boulevard, Orlando, FL 32824
James M. Wills	Senior Vice President Business Development	10801 Cosmonaut Boulevard, Orlando, FL 32824
Edward Taylor Cox, Sr.	Senior Vice President Business Development Southeast Region	10801 Cosmonaut Boulevard, Orlando, FL 32824
James E. Reardon	Vice President Alternative Delivery	10801 Cosmonaut Boulevard, Orlando, FL 32824
Joseph B. Phinney	Vice President Construction Operations	10801 Cosmonaut Boulevard, Orlando, FL 32824
Michael J. Iapaluccio	Vice President Paving	10801 Cosmonaut Boulevard, Orlando, FL 32824
Mark A. Landry	Vice President Plants	10801 Cosmonaut Boulevard, Orlando, FL 32824



At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on August 14, 2023, at which all the Directors were present or waived notice, it VOTED, that Robert W. Pereira, Chairman and Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Neil T. Mulrooney, Senior Vice President Construction Southeast Region; David P. Socci, Senior Vice President & Assistant Secretary; Thomas M. Grondine, Senior Vice President Preconstruction; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Senior Vice President & Chief Legal Officer; James M. Wills, Senior Vice President Business Development; Edward Taylor Cox Sr., Vice President Business Development; James E. Reardon, Vice President Alternative Delivery; Joseph B. Phinney, Vice President Construction Operations; Michael J. Iapaluccio, Vice President Paving and Mark A. Landry, Vice President Plants; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST:

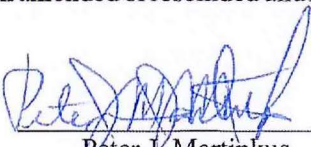

Peter J. Martinkus
Secretary

Place of Business: One Spectacle Pond Road
Littleton, MA 01460

Date: 9/26/2023



Thereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chairman and Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Neil T. Mulrooney is the duly elected Senior Vice President Construction Southeast Region, David P. Socci is the duly elected Senior Vice President & Assistant Secretary, Thomas Grondine is the is the duly elected Senior Vice President Preconstruction, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Senior Vice President & Chief Legal Officer, James M. Wills is the duly elected Senior Vice President Business Development, Edward Taylor Cox is the duly elected Vice President Business Development, James R. Reardon is the duly elected Vice President Alternative Delivery, Joseph B. Phinney is the duly elected Vice President Construction Operations, Michael J. Iapaluccio is the duly elected Vice President Paving and Mark A. Landry is the duly elected Vice President Plants of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


Peter J. Martinkus
Secretary



One Spectacle Pond Road, Littleton, MA 01460 • Tel: 978-742-4400 • Fax: 978-742-4434

COMMITTED TO SAFETY AND QUALITY

ORLANDO INTERNATIONAL AIRPORT
H-00361, JFB (LOOP ROAD) B TERMINAL
ENTRANCE RECONFIGURATION (D/B)

PROPOSAL FORM – db-nf-(single-Prime Contract)
SECTION 00 41 13

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(If Proposer is a LLC, complete this signature block)

Fill in the name of the limited liability company, followed by the signature and printed name of the Manager who is authorized to sign on behalf of the LLC,

The below LLC is organized and existing under the laws of the State of _____, authorized by law to make this Proposal and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Federal ID # _____

Name of Limited Liability Company

Phone: _____

By: _____
(signature of Manager)

Fax: _____

Name: _____
(Please print legibly or type)

Address of LLC: _____

(Affix Corporate Seal)

Attest: _____
(Secretary)

The full name and address and title of every Member and Manager are as follows (attach additional pages if necessary):

Name	Address	Title
_____ Name	_____ Address	_____ Title
_____ Name	_____ Address	_____ Title
_____ Name	_____ Address	_____ Title

ORLANDO INTERNATIONAL AIRPORT
H-00361, JFB (LOOP ROAD) B TERMINAL
ENTRANCE RECONFIGURATION (D/B)

PROPOSAL FORM – db-nf-(single-Prime Contract)
SECTION 00 41 13

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(If Proposer is a joint venture or partnership, complete this signature block)

Fill in name of joint venture or partnership, followed by the signature of each partner of the joint venture or partnership. By signing below, each partner of the joint venture or partnership acknowledges and agrees that the partner is jointly and severally liable for all obligations of the joint venture or partnership pursuant to the Contract (attach additional pages if necessary).

Name of joint venture or partnership: _____

Federal ID#: _____ Phone: _____ Fax: _____

By: _____ Federal ID#: _____
(Signature of Partner)

Name: _____
(Please print legibly or type)

Address: _____

Phone: _____ Fax: _____

By: _____ Federal ID#: _____
(Signature of Partner)

Name: _____
(Please print legibly or type)

Address: _____

Phone: _____ Fax: _____

(If Proposer is an individual, complete this signature block)

SSN: _____ By: _____
(Signature)

Phone: _____ Name: _____
(Please print legibly or type)

Fax: _____ Date: _____

Address: _____

END OF SECTION 00 41 13

SECTION 00 41 13.13.2 - EXHIBIT A - ENVELOPE B

Bidder: The Middlesex Corporation

SCHEDULE OF MWBE SUBCONTRACTOR PARTICIPATION MONETARY VALUES

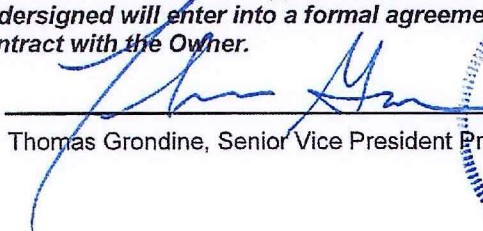
	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED MWBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK AND NAICS CODE	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)***
1	Tierra, Inc.	7351 Temple Terrace Highway, Tampa FL 33637 813-989-1354	Quality Control & Geotechnical Engineering 541380, 541330	\$44,119.00	\$44,119.00
2	Arazoza Brothers Corporation	7027 SW 87 Court, Miami, FL 33173 305-246-3223	Landscape & Irrigation 561730, 221310	\$166,150.00	\$166,150.00
3	Sunrise Hauling & Excavating, Inc.	345 Enterprise Street, Ocoee, FL 34761 321-231-6092	Trucking/Hauling 484220, 423320	\$33,232.00	\$33,232.00
4	Shelby Erectors, Inc.	4575 Oakes Road, Davie, FL 33314 954-275-3123	Rebar Installation 238120	\$2,125.00	\$2,125.00
5	American Infrastructure Develo	3810 Northdale Blvd, Ste 170, Tampa, FL 33624; 813-374-2200	Drainage Engineering 541330, 541611	\$22,150.00	\$22,150.00
6	Coyle & Caron	236 Pasadena Place, Orlando, FL 32803 407-866-0650	Landscape Architectural Services 541320	\$13,975.00	\$13,975.00
	TOTALS \$ Page 1			\$281,751.00	
	Example Firm, Manufacturer,			\$100	\$281,751.00
	Example Vendor/Supplier			\$60	\$100

***"D" Show MWBE Bid Values: The Proposal value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

***"E" Show MWBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above MWBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By:


Thomas Grondine, Senior Vice President Preconstruction

See Page 2 for total MWBE

SECTION 00 41 13.13.2 - EXHIBIT A - ENVELOPE B

Bidder: The Middlesex Corporation

SCHEDULE OF MWBE SUBCONTRACTOR PARTICIPATION MONETARY VALUES

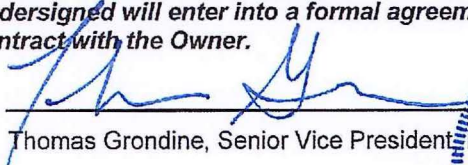
	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED MWBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK AND NAICS CODE	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)**
1	Manuel G Vera & Associates, Inc.	3421 SW 107th Ave, Miami, FL 33165 305-221-6210	Topographic Survey 541370	\$18,073.00	\$18,073.00
2	Garcia Civil Contractors, LLC.	13110 Moss Park Ridge Dr., Orlando, FL 32832 407-744-2790	Curb & Barrier Wall 237310	\$238,290.00	\$238,290.00
3					
4					
5					
6					
	TOTALS \$ Pg. 1 & 2			\$538,114.00	
	Example Firm, Manufacturer,			\$100	\$538,114.00
	Example Vendor/Supplier			\$60	\$100

*"D" Show MWBE Bid Values: The Proposal value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

** "E" Show MWBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above MWBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By:


Thomas Grondine, Senior Vice President, Preconstruction



Page 2

ORLANDO INTERNATIONAL AIRPORT
H-00361, JFB (LOOP ROAD) B TERMINAL
ENTRANCE RECONFIGURATION (D/B)

EXHIBIT B
SECTION 00 41 13.14

SECTION 00 41 13.14.2 - EXHIBIT B – ENVELOPE B

Bidder: The Middlesex Corporation

SCHEDULE OF LDB/VBE SUBCONTRACTOR PARTICIPATION MONETARY VALUES

	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED LDB/VBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK AND NAICS CODE	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)**
1	Transportation Systems, Inc.	575 Cooper Industrial Parkway, Unit 408, Apopka, FL 32703; 407-525-9940	Electrical and Signage 238210	\$871,887.00	\$871,887.00
2					
3					
4					
5					
6					
	TOTALS \$			\$871,887.00	
	Example Firm, Manufacturer,			\$100	\$871,887.00
	Example Vendor/Supplier			\$60	\$100

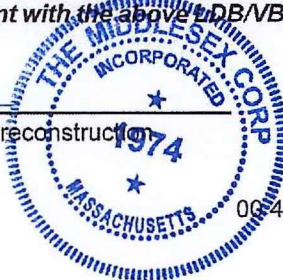
***"D" Show LDB/VBE Bid Values: The Proposal value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

** "E" Show LDB/VBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above LDB/VBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By:


Thomas Grondine, Senior Vice President Preconstruction



00 41 13.14 - 3

GOAA

GOAA March 2022
Design-Build Version

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Tierra, Inc
OWNER	Mr Luis Mahiquez
ADDRESS	7351 Temple Terrace Highway Tampa, FL 33637 [map]
PHONE	813-989-1354
FAX	813-989-1355
EMAIL	lmahiquez@tierraeng.com
WEBSITE	http://www.tierraeng.com

Certification Information

CERTIFYING AGENCY	City of Orlando
CERTIFICATION TYPE	MBE - Minority Business Enterprise
EXPIRATION DATE	9/30/2024
CERTIFIED BUSINESS DESCRIPTION	Engineering Consulting-Geotechnical, Environmental and Material Testing & Inspection

Commodity Codes

Code	Description
NIGP 91843	Environmental Consulting
NIGP 92535	Environmental Engineering
NIGP 92546	Geotechnical Engineering

Additional Information

PROFESSIONALS/CONSULTANTS	Yes
---------------------------	------------

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Arazoza Brothers Corporation
OWNER	Mr Albert Arazoza
ADDRESS	7027 SW 87 Court Miami, FL 33173 [map]
PHONE	305-246-3223 Ext. 13
FAX	305-246-0481
EMAIL	RASENSIO@arazozabrothers.com
WEBSITE	http://www.arazozabrothers.com

Certification Information

CERTIFYING AGENCY	City of Orlando
CERTIFICATION TYPE	MBE - Minority Business Enterprise
EXPIRATION DATE	6/30/2025
CERTIFIED BUSINESS DESCRIPTION	Landscape Maintenance; Installation and Irrigation

Commodity Codes

Code	Description
NIGP 93437	Irrigation Systems Installation, Maintenance and Repair
NIGP 98875	Roadside Maintenance Services, Including Mowing, etc. (Inactive, please see commodity code 988-36 effective January 1, 2016)

Additional Information

SERVICES	Yes
----------	------------

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME **Sunrise Hauling & Excavating, Inc.**

OWNER **Mrs. Nakeranie Persaud**

ADDRESS **345 Enterprise Street
Ocoee, FL 34761 [\[map\]](#)**

PHONE **321-231-6092**

FAX **407-395-2331**

EMAIL **Sunrisehauling@gmail.com**

Certification Information

CERTIFYING AGENCY **Greater Orlando Aviation Authority**

CERTIFICATION TYPE **MWBE - Minority/Women Business Enterprise**

CERTIFIED BUSINESS DESCRIPTION **Hauling dirt, sand, rocks**

Commodity Codes

Code	Description
NAICS 484220	Sand hauling, local
NAICS 484220	Top-soil hauling, local
NAICS 484230	Sand hauling, long-distance
NAICS 562119	Rubble hauling, local

Additional Information

FIRM IS LDB OR LDB CMAR: **LDB CMAR**

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	American Infrastructure Development, Inc.
OWNER	Ms. Sabina Mohammadi
ADDRESS	3810 Northdale Mabry Hwy., Suite 170 Tampa, FL 33624 [map]
PHONE	813-374-2200
FAX	813-374-8905
EMAIL	sabina@aidinc.us
WEBSITE	http://aidinc.us

Certification Information

CERTIFYING AGENCY	Greater Orlando Aviation Authority
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Civil Engineering And Program And Project Management

Commodity Codes

Code	Description
NAICS 541330	Civil engineering services

Additional Information

FIRM IS LDB OR LDB CMAR:	Not Applicable
--------------------------	-----------------------

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Coyle & Caron, Inc.
OWNER	Ms. Sally Coyle
ADDRESS	833 Highland Avenue Suite 200 Orlando, FL 32803-3946 [map]
PHONE	407-866-0650
FAX	407-866-0650
EMAIL	scoyle@coylecaron.com
WEBSITE	http://www.coylecaron.com

Certification Information

CERTIFYING AGENCY	Greater Orlando Aviation Authority
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Landscape Architecture

Commodity Codes

Code	Description
NAICS 541320	Landscape architectural services
NIGP 90656	Landscape, Architectural Services

Additional Information

FIRM IS LDB OR LDB CMAR:	LDB
--------------------------	------------

Florida UCP DBE Directory**Number of Vendors Returned:** 1**Selection Criteria:**

Vendor : SHELBY ERECTORS INC

Vendor Name:	SHELBY ERECTORS INC						
DBE	CERTIFIED	MBE	CERTIFIED	ACDBE Status:	N	Statewide Availability:	Y
Certification:		Certification:		Former Name:			
DBA:							
Business Description:	STEEL SUBCONTRACTOR						
Mailing Address:	4575 OAKES ROAD DAVIE FL 33314						
Contact Name:	JENNIFER M NIX			Phone:	(954) 275-3123	Fax:	(954) 432-6489
Email:	JENNIFERNIX@SHELBYERECTORS.COM			Web Site:			
<u>Certified NAICS</u>							
238120	Structural Steel and Precast Concrete Contractors						

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Garcia Civil Contractors, LLC
OWNER	Mr. Eduardo Garcia
ADDRESS	13110 Moss Park Ridge Dr. Orlando, FL 32832 [map]
PHONE	407-744-2790
FAX	000-000-0000
EMAIL	eddy@garciacivil.com
WEBSITE	http://www.garciacivil.com

Certification Information

CERTIFYING AGENCY	Greater Orlando Aviation Authority
CERTIFICATION TYPE	MWBE - Minority/Women Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Heavy civil construction - road construction, concrete sidewalks, curb and gutters, drainage, utilities, earthwork, site work

Commodity Codes

Code	Description
NAICS 237310	Curbs and street gutters, highway, road and street, construction
NAICS 237310	Sidewalk, public, construction

Additional Information

FIRM IS LDB OR LDB CMAR:	Not Applicable
--------------------------	-----------------------

Florida UCP DBE Directory**Number of Vendors Returned:** 1**Selection Criteria:**

Vendor : MANUEL G VERA & ASSOCIATES INC

Vendor Name:	MANUEL G VERA & ASSOCIATES INC					
DBE	CERTIFIED	MBE	ACDBE Status:	N	Statewide Availability:	N
Certification:		Certification:			Former Name:	
DBA:						
Business Description:	SURVEYING & MAPPING (EXCEPT GEOPHYSICAL) SERVICES					
Mailing Address:	3421 SW 107TH AVENUE MIAMI FL 33165					
Contact Name:	MARIA T VERA		Phone:	(305) 221-6210	Fax:	(305) 221-1295
Email:	MTVERA@MGVERA.COM		Web Site:	WWW.MGVERA.COM		
<u>Certified NAICS</u>						
541370	Surveying and Mapping (except Geophysical) Services					

Certified ProfileCLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	Transportation Systems, Inc.
OWNER	Mr. Eric Lesso
ADDRESS	575 Cooper Industrial Parkway Unit # 408 Apopka, FL 32703 [map]
PHONE	470-525-9940
FAX	407-612-2270
EMAIL	Elesso@tsi-fl.com
WEBSITE	http://www.tsi-fl.com

Certification Information

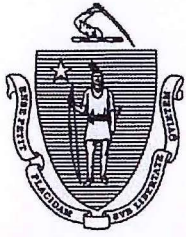
CERTIFYING AGENCY	Greater Orlando Aviation Authority
CERTIFICATION TYPE	LDB - Local Developing Business
CERTIFIED BUSINESS DESCRIPTION	Electrical signal installation

Commodity Codes

Code	Description
NAICS 238210	Highway, street and bridge lighting and electrical signal installation

Additional Information

FIRM IS LDB OR LDB CMAR:	LDB
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William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

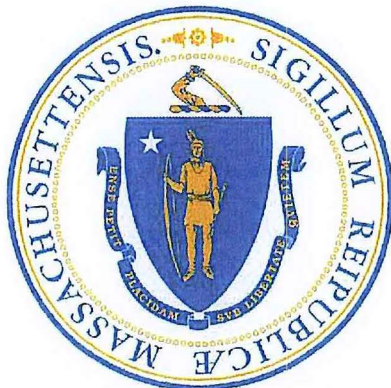
Date: September 18, 2023

To Whom It May Concern :

I hereby certify that according to the records of this office,

THE MIDDLESEX CORPORATION

is a domestic corporation organized on **January 23, 1974** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23090278630

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: pho

State of Florida

Department of State

I certify from the records of this office that THE MIDDLESEX CORPORATION is a Massachusetts corporation authorized to transact business in the State of Florida, qualified on February 12, 1991.

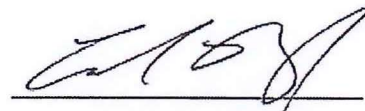
The document number of this corporation is P32795.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on June 6, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of August,
2023*




Secretary of State

Tracking Number: 7063765415CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Pavement widening
(assume 1,000 SF) with
new Type D curb

Striping with rpm
delineators every 5 FT.
Allows oversized vehicle to
exit

Striping with 36" tall flexible
delineators every 5 FT.

Remove curb and gate
operator equipment

Pavement widening
(assume 200 SF) with
new Type D curb

Relocate one gate arm and
pedestal for voice connection
to this location to allow one
oversize vehicle to pull off in
this location.

Remove all gate arms and
equipment (3 locations)

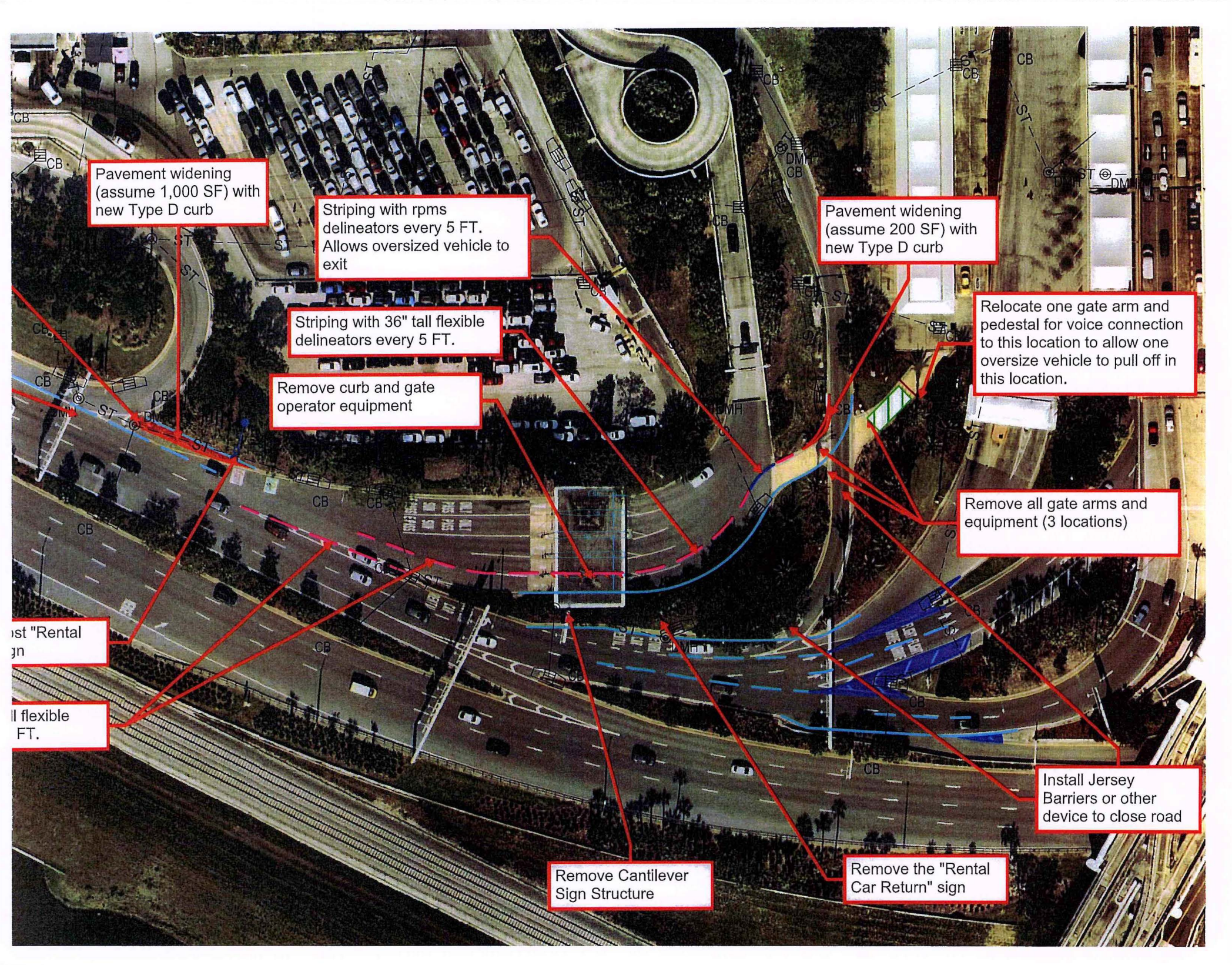
Install Jersey
Barriers or other
device to close road

Remove Cantilever
Sign Structure

Remove the "Rental
Car Return" sign

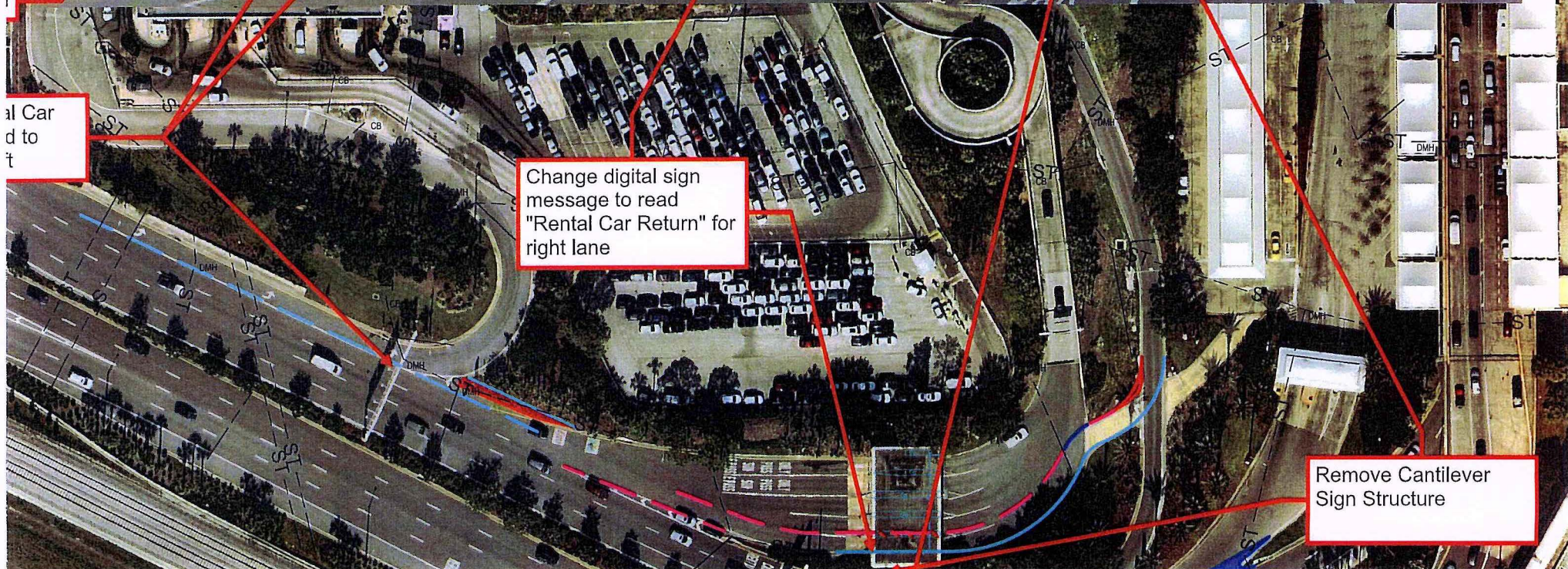
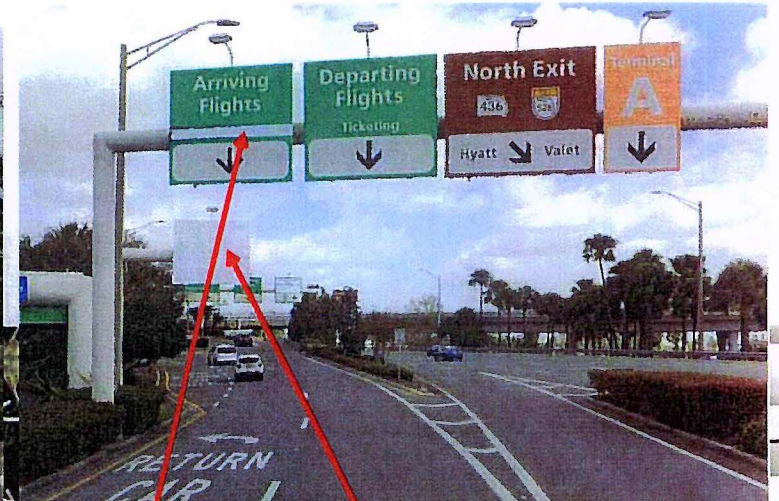
ost "Rental
gn

ll flexible
FT.





Change the "Parking B" green sign to Rental Car Return



al Car
d to
t

Change digital sign
message to read
"Rental Car Return" for
right lane

Remove Cantilever
Sign Structure

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Conditions of Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. Project/Work Identification:

- 1. The General overall description of the Work of the Contract for the:

H-00361, JFB (LOOP RD) B TERMINAL ENTRANCE RECONFIGURATION (D/B)
Orlando International Airport
Orlando, Florida

can be summarized for purposes of administration and payment in the manner of project segments as follows:

- 2. The Project consists of design and construction of a reconfigured roadway system that enters the B Terminal to include the entrances to the Arrivals Curb, the Departures Curb, the Ground Transportation Curb, the B Terminal Parking Garage, and the Rental Car Return. This project also includes pavement demolition, pavement installation, building partial demolition, maintenance of traffic, pavement markings, landscaping and any related roadway, building improvement and related services.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.

- 1. Minimize any disruption to all operating areas, including parking areas.

- a. Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.
 - b. Schedule and coordinate outages and interruptions of public service with the OAR. See the specific forms for processes and time constraints. Utilize the following forms:

- 1) Form #018 System Interruption/Utility Outage Notification.
 - 2) Form #018a System Interruption/Utility Outage Notification Procedured.
 - 3) Form #018b Roofing Impact Notification
 - 4) Form #018c Security System Interruption/Outage Request

- 2. Provide all temporary directional signage, safety, and barricading required for passenger services.

- a. Submit a plan indicating signage, safety, and barricading for access routes, storage areas and work sites, at the pre-construction meeting.
 - b. Directional signing at the access gate and or along the delivery route to the storage area or work site shall be as directed by the OAR.
 3. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 4. Access to site shall be shown on the plans or as directed by the OAR. Do not permit any unauthorized construction personnel or traffic on the site. Provide for traffic control to and from the various construction areas. Immediately clean-up any debris deposited along the access road as a result of construction traffic.
 - a. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 5. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.
 - a. Coordinate with the OAR and allow for the least possible disruption of the facilities normal operations for delivery of materials and removal of demolished and discarded materials.
 - b. Delivery of materials and removal of demolished and discarded materials shall be scheduled as follows:
 - 1) Schedule and coordinate all deliveries and removal of debris between the hours of 7:00 AM and 5:00 PM each day of the work week.
 6. The limits of construction material storage areas, equipment storage areas, and parking areas shall be as indicated in the documents or as directed by the OAR. Erect and maintain suitable fencing, marking and warning devices suitable for both day/night use to delineate the perimeter of all such areas. Refer to specification Section 01 55 30 Requirements for Use of Canal Road.
 - a. Parking management cards may be used to provide contractor parking in the terminal garages and terminal top parking. These cards will cost \$60 per card per month, taxes not included.
 - B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
- 1.4 OWNER OCCUPANCY
- A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts, facilitate occupancy usage, and protect persons and property in the project area during the entire construction period. Perform the Work so as not to interfere with the Owner's operations.

1. All work may be carried out without time restrictions, unless otherwise directed by the Owner.
2. Unless otherwise directed by the Owner, work shall be scheduled between the hours of 7:00 AM until 5:00 PM each day. Some night work will be anticipated and discussed.

1.5 LAWS, PERMITS, AND REGULATIONS

- A. Comply with all applicable laws, ordinances, regulations, codes, ADA requirements.
- B. Obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles.
- C. Abide by FAA and Owner's safety and security regulations and procedures relative to access to, and work in, Airport Operations Areas and secured facilities.
- D. Comply with Owner's insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

**Greater Orlando Aviation Authority
Addendum No. 1
Job Order Construction Services
(Page 1 of 2)**

THIS ADDENDUM, made and entered into this day of _____, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, ("Owner") and **THE MIDDLESEX CORPORATION**, ("Contractor").

WITNESSETH

WHEREAS, on **February 28, 2023**, Owner and Contractor entered into a contract to provide continuing horizontal construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner (the "Base Agreement"); and

WHEREAS, the Owner wishes to have the Contractor perform certain services relating to **Project No. H-361** for project named **JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B)**, at Orlando International Airport, hereinafter referred to as the "Work" as specified and agreed to below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. The Contractor shall perform the Work for the **Direct Negotiated** amount of:

SCHEDULE OF PRICING

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	AMOUNT
1	Labor and Materials	\$3,490,000.00	LS	1	\$3,490,000.00
		\$			\$
		\$			\$
TOTAL					\$3,490,000.00

2. The Contractor shall furnish all labor, materials and equipment necessary to perform the Work, as further described herein, which includes all plans, drawings, specifications and other documents as incorporated or referenced herein and made a part of this Addendum with the same effect as if they had been set forth fully in the body of this Addendum. The Work shall be performed in accordance with the terms of the Base Agreement unless modified by these Contract Documents.

3. The Contractor shall not begin the Work required under this Addendum until the Notice to Proceed date.

4. The Contractor shall perform the Work in accordance with all applicable federal, state and local laws, regulations, rules and ordinances now in effect or hereafter amended.

5. The Contractor agrees to enter into a formal agreement with the proposed MWBE/LDB sub-contractors.

6. **PUBLIC ENTITY CRIMES ACT:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply 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 Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7. **DISCRIMINATORY VENDOR LIST:** The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 unless that entity or affiliate has been removed from the list pursuant to Florida law.

8. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable): The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.
9. LOBBYING PROHIBITION: In accordance with Florida Statutes Section 216.347, no funds received pursuant to this contract may be expended for lobbying the Florida Legislature, judicial branch or any state agency.

PAYMENT & PERFORMANCE BONDS: ☒ Required ☐ Waived

WORK INCLUDES: ☐ Construction Only ☒ Design and Construction

SCHEDULE OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DOCUMENT DATE & # OF PAGES
1	Section 00 11 00, Summary of the Work	07/2019, 3 pages
2	Section 00 61 13, Performance and Payment Bonds	11/2014, 5 pages
3	Contractor's Proposal	11/10/23, 2 pages
4	Section 65 19.29, Final Release Form	07/2023, 1 page
5	Section 65 19.33, Subcontractor Final Release Form	07/2023, 1 page
6	Current Division 0/Division 1/Specification List	03/2022, 1 page

CONTRACT TIME:

- Substantial Completion 180 Calendar Days from Notice to Proceed Date
- Final Completion 30 Calendar Days from Actual Substantial Completion Date

LIQUIDATED DAMAGES:

- Late Substantial Completion \$ 1,700.00 Per Calendar Day
- Late Final Completion \$ 850.00 Per Calendar Day

The Middlesex Corporation

By: _____

Name & Title

Construction Committee Approval Date: November 21, 2023

Aviation Authority Board Approval Date: December 13, 2023

Notice to Proceed Date: December 27, 2023

Greater Orlando Aviation Authority

By: _____

Kevin J. Thibault, P.E,
Chief Executive Officer

Approved as to Form and Legality
(for the benefit of GOAA only)
this day of _____

By: _____
NELSON MULLINS BROAD AND
CASSEL, Legal Counsel
Greater Orlando Aviation Authority

SECTION 00610 - PERFORMANCE/PAYMENT BOND COVER SHEET

This cover sheet is an integral part of the attached bonds and must not be separated from them

**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA
(Public Work)**

In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:	107939699
PAYMENT BOND NO.:	107939699
CONTRACTOR INFORMATION:	Name: The Middlesex Corporation
	Address: 10801 Cosmonaut Blvd.
	Orlando FL 32824
	Phone: (978) 742-4400
SURETY PRINCIPAL BUSINESS INFORMATION:	Name: Travelers Casualty and Surety Company of America
	Address: One Tower Square
	Hartford, CT 06183
	Phone: (860) 277-0111
OWNER INFORMATION:	Name: Greater Orlando Aviation Authority
	Address: One Jeff Fuqua Blvd.
	Orlando, FL 32827
	Phone: (407) 825-2001
BOND AMOUNT:	\$3,490,000.00
CONTRACT NO. (if applicable):	H-361
DESCRIPTION OF WORK:	JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B)
PROJECT LOCATION:	Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name: Alliant Insurance Services, Inc.
	Address: 125 High Street, Suite 2205
	Boston, MA 02110
	Phone: (617) 535-7200

SECTION 00612 - PERFORMANCE BOND

BOND NO.: 107939699

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that THE MIDDLESEX CORPORATION, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **THREE MILLION FOUR HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$3,490,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 1/2/24, entered into a Contract with Owner for " Bid Package H-361, JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and
2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.
4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the

Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 2 day of January, 20 24, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Emilio Suarez
Bruce M. Butler

(SEAL)

Richard Ray
GC

(SEAL)

N/A

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

NOTE:

If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

THE MIDDLESEX CORPORATION
Principal

By: Thomas Grondine

Thomas Grondine, Senior Vice President Preconstruction

Name and Title

Travelers Casualty and Surety Company of America

Surety

By: Sandra C. Lopes

Sandra C. Lopes, Attorney-in-Fact; FL Non-Resident License No. W051270

Name and Title

Alliant Insurance Services, Inc.

Agency

125 High Street, Suite 2205, Boston, MA 02110

Address



Orlando International Airport
H-361, JFB (Loop Rd) Terminal B Entrance Reconfiguration
(D/B)

PAYMENT BOND FORM
SECTION 00 61 13.13

SECTION 00614 - PAYMENT BOND FORM

BOND NO.: 107939699

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that THE MIDDLESEX CORPORATION, hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, having its home office in the City of Hartford and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **THREE MILLION FOUR HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$3,490,000.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 1/2/24, entered into a contract with Owner for " Bid Package H-361, JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B), Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.**

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any

proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 2 day of January, 2024, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

Eugene Sargent
Bruce M. Carter

(SEAL)

Nicole Ray
GF

(SEAL)

N/A

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

NOTE:

If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

THE MIDDLESEX CORPORATION

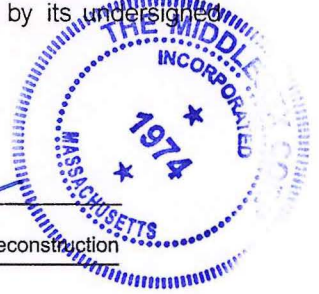
Principal

By: [Signature]
Thomas Grondine, Senior Vice President Preconstruction
Name and Title

Travelers Casualty and Surety Company of America

Surety

By: [Signature]
Sandra C. Lopes, Attorney-in-Fact; FL Non-Resident License No. W051270
Name and Title
Alliant Insurance Services, Inc.
Agency
125 High Street, Suite 2205, Boston, MA 02110
Address



TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SANDRA C LOPES** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SANDRA C LOPES** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

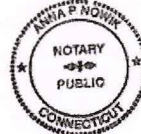
City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



November 10, 2023

Mr. Scott Shedek
Vice President of Construction
Greater Orlando Aviation Authority
11312 Terminal C Service Road
Orlando, FL 32824

Re: Continuing Horizontal Construction Services
H-00361 JFB (Loop Road) Terminal B Entrance Reconfiguration (D/B) Proposal

Mr. Shedek,

The Middlesex Corporation is pleased to provide our updated scope of work plan and price proposal for the above referenced project.

The refined concept is now the focal point of our proposal, and provides the opportunity for a lower cost, simpler, more efficient design and construction approach. Major elements from our initial proposal are reduced or eliminated as further identified below. This scope refinement allows us to deliver this project in a 4-month construction time frame, back in alignment with GOAA's initial expectation.

The revised concept and simplification of the design and construction allows us to present our lump sum proposal in the amount of \$3,490,000.00, highlighted by the following:

- The added sliver widening on the south end to add some additional lane capacity to the garage entry/new rental car lane. This adds a new sign panel on the existing overhead sign structure, shown on page 2 of the attached concept plans.
- Reconfiguration of the rental car/oversized area on the north end. Note we made a smoother curve for the rental cars, and we reconfigured the 3-gate system to a 1 gate system. We relocated the gate and voice entry pedestal slightly north to create a stacking lane for an oversized box truck. This minimized the widening in this area.
- Deletion of all canopy modifications – design and construction
- Deletion of long lead time overhead span sign structure - design and construction
- Reduction in pavement widening areas from 3 locations to 1 location.
- Reduction in MOT phasing from 5 phases to 2 phases
- Reduction in MOT work and nightly lane closures for reduced impact on airport customers
- Simplification and reduction of drainage, curbing, markings, signage, and landscaping
- Elimination of OUC light pole relocation work – design and construction
- Design simplification and streamlining including elimination of canopy permit & ERP modification.
- Project construction duration reduction from 11 months to 4 months

We are happy to meet with you at your convenience to review the details of our plan and pricing and answer any questions you may have. We are eager to get started on this project and ready to get preliminary design underway.

One Spectacle Pond Rd, Littleton, MA 01460 □ Tel: 978-742-4400 □ Fax: 978-742-4455

SAFETY □ QUALITY □ INTEGRITY □ PROFESSIONALISM □ STRONG WORK ETHIC □ COMMITMENT



We appreciate this opportunity and look forward to working with you to complete another successful project for GOAA. If you have any questions, please feel free to call me at 321-229-5662.

Sincerely,
THE MIDDLESEX CORPORATION

James Carr – Chief Estimator

Cc: Christina Taylor, GOAA Sr. PM Construction
Neil Mulrooney, TMC
Cary Strzepek, TMC

SECTION 00 65 19.29 - FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, **conditioned upon payment** of the sum of _____ DOLLARS (\$_____) (final total Contract amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as "Bid Package H-361,, JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B), Orlando International Airport," except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

The undersigned further covenants that all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in or for the Work will be paid in full upon receipt of final payment from Owner.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ____.

THE MIDDLESEX CORPORATION

By: _____

Title: _____

(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

SECTION 00 65 19.33 - SUBCONTRACTOR FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____

_____ DOLLARS (\$_____) (final total Contract amount), paid by the Contractor does hereby fully and completely discharge and release the Greater Orlando Aviation Authority from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Project known as "Bid Package H-361,, JFB (Loop Rd) Terminal B Entrance Reconfiguration (D/B), Orlando International Airport," except for those Claims made in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the Contractor's final Application for Payment.

This Final Release and Waiver is conditioned upon receipt of the final payment from the Contractor in the amount of _____ Dollars (\$_____) and is not effective until that payment is received.

The undersigned further covenants that all sub-subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used, directly or indirectly, on or for the Project have been paid in full.

The undersigned shall maintain in full force and effect all guaranties against defective work, and any other special guaranties required by the Subcontract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ____.

SUBCONTRACTOR (print/type name)

By: _____
(signature)

Title: _____
(CORPORATE SEAL)

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

**CURRENT DIVISION 0, DIVISION 1 AND SPECIFICATIONS
FOR JOB ORDERS
(Continuing Horizontal Construction Contracts)**

Unless the specific award provides otherwise, the Continuing Horizontal Contractor shall perform all work awarded through an addendum in accordance with the following Contract Documents (or latest revision):

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>EDITION</u>
00 72 13	General Conditions of the Contract for Construction	03/2022
00 73 00	Supplementary Conditions of the Contract for Construction	03/2022
00 73 19.13	Hazardous Materials	03/2022
00 73 93	Special Conditions Regarding Construction at Airport Facilities	03/2022
00 73 93.01	Security and Badging at Airports	03/2022
01 21 00	Allowances	07/2019
01 23 00	Alternates	07/2019
01 25 00	Substitution Procedures	07/2019
01 29 73	Schedule of Values	07/2019
01 31 00	Project Management and Coordination	07/2019
01 31 14.13	System Interruptions - UON Procedures	07/2019
01 31 19	Project Meetings	07/2019
01 32 13	Scheduling of Work	07/2019
01 32 33	Photographic Documentation	07/2019
01 33 23	Shop Drawings, Product Data and Samples	07/2019
01 42 00	References	07/2019
01 45 00	Quality Control	07/2019
01 50 00	Temporary Facilities and Controls	07/2019
01 55 30	Requirement for Use of Canal Road	07/2019
01 60 00	Product Requirements	07/2019
01 71 23	Field Engineering	07/2019
01 73 29	Cutting and Patching	07/2019
01 74 23	Final Cleaning	07/2019
01 78 00	Closeout Submittals	07/2019
Div. 3	Concrete	12/2014
Div. 4	Masonry	12/2014
Div. 5	Metals	03/2016
Div. 32	Exterior Improvements	03/2016
Tab B	Roads and Bridges (FDOT specs)	01/2021



MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: November 21, 2023

RE: Request for Recommendation of Approval of an Addendum to the Continuing Horizontal Construction Services Agreement with The Middlesex Corporation for the Award of H-00361 JFB (Loop Road) Terminal B Entrance Reconfiguration (D/B), Orlando International Airport

The Small Business Department has reviewed the proposal from The Middlesex Corporation and determined that The Middlesex Corporation proposed to achieve 9% MWBE/LDB participation on this addendum.

Prime Contractor and MWBE/LDB Subcontractors	Scope of Work	Renegotiated \$
The Middlesex Corporation		3,490,000.00
American Infrastructure Development, Inc.	Drainage Engineering	
Arazoza Brothers Corporation	Landscape and Irrigation	61,190.00
Coyle & Caron, Inc.	Landscape Architectural	
Garcia Civil Contractors, LLC	Curb & Barrier Wall	13,676.00
Manuel G Vera & Associates, Inc.	Topographic Survey	18,073.00
SHELBY ERECTORS INC	Rebar Installation	2,125.00
Sunrise Hauling & Excavating, Inc.	Trucking / Hauling	9,546.00
Tierra, Inc.	Quality control & geotechnical engineering	6,276.00
Transportation Systems, Inc.	Electrical and signage	190,000.00
Total MWBE/LDB participation		300,886.00
Percentage		9%

SECTION 00 41 13.13.2 - EXHIBIT A - ENVELOPE B

Bidder: The Middlesex Corporation

SCHEDULE OF MWBE SUBCONTRACTOR PARTICIPATION MONETARY VALUES

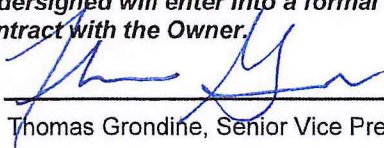
	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED MWBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK AND NAICS CODE	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)**
1	Tierra, Inc.	7351 Temple Terrace Highway, Tampa FL 33637 813-989-1354	Quality Control & Geotechnical Engineering 541380, 541330	\$6,276.00	\$6,276.00
2	Arazoza Brothers Corporation	7027 SW 87 Court, Miami, FL 33173 305-246-3223	Landscape & Irrigation 561730, 221310	\$61,190.00	\$61,190.00
3	Sunrise Hauling & Excavating, Inc.	345 Enterprise Street, Ocoee, FL 34761 321-231-6092	Trucking/Hauling 484220, 423320	\$9,546.00	\$9,546.00
4	Shelby Erectors, Inc.	4575 Oakes Road, Davie, FL 33314 954-275-3123	Rebar Installation 238120	\$2,125.00	\$2,125.00
5	Manuel G Vera & Associates, Inc.	3421 SW 107th Ave, Miami, FL 33165 305-221-6210	Topographic Survey 541370	\$18,073.00	\$18,073.00
6	Garcia Civil Contractors, LLC.	13110 Moss Park Ridge Dr., Orlando, FL 32832 407-744-2790	Curb & Barrier Wall 237310	\$13,676.00	\$13,676.00
	TOTALS \$ Page 1			\$110,886.00	
	Example Firm, Manufacturer,			\$100	\$110,886.00
	Example Vendor/Supplier			\$60	\$100

***"D" Show MWBE Bid Values: The Proposal value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

** "E" Show MWBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above MWBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By:


Thomas Grondine, Senior Vice President Preconstruction

See Page 2 for total MWBE

SECTION 00 41 13.14.2 - EXHIBIT B – ENVELOPE B

Bidder: The Middlesex Corporation

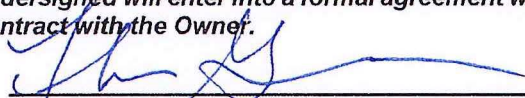
SCHEDULE OF LDB/VBE SUBCONTRACTOR PARTICIPATION MONETARY VALUES

	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED LDB/VBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK AND NAICS CODE	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)***
1	Transportation Systems, Inc.	575 Cooper Industrial Parkway, Unit 408, Apopka, FL 32703; 407-525-9940	Electrical and Signage 238210	\$190,000.00	\$190,000.00
2					
3					
4					
5					
6					
	TOTALS \$			\$190,000.00	
	Example Firm, Manufacturer,			\$100	\$190,000.00
	Example Vendor/Supplier			\$60	\$100

***"D" Show LDB/VBE Bid Values: The Proposal value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

** "E" Show LDB/VBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above LDB/VBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By: 
Thomas Grondine, Senior Vice President Preconstruction



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Max E. Marble, Chair, Construction Committee

DATE: December 13, 2023

ITEM DESCRIPTION

Recommendation of the Construction Committee to Award Project H-00361, Jeff Fuqua Boulevard (Loop Road) Terminal B Entrance Reconfiguration (Design/Build) at the Orlando International Airport, to The Middlesex Corporation

BACKGROUND

H-00361 consist of the design and reconfiguration of the roadway system that enters Terminal B, to include the entrances to the Arrivals curb, Departures curb, Ground Transportation curb, Terminal B Parking Garage and Rental Car Return at the Orlando International Airport. Scope also includes any related roadway, building improvement and related services. The improvements to this area will simplify the traffic movements, reduce congestion and improve overall traffic safety.

In 2018, the firms providing Continuing Horizontal Construction Services were selected through a competitive award process. The continuing vertical construction services will be for projects with an estimated construction amount that does not exceed \$4 million, in accordance with Aviation Authority policies.

On February 15, 2023, the Aviation Authority Board approved continuing horizontal construction services agreements with the following firms:

- Carr & Collier, Inc.
- Hormac Construction
- Kiewit Infrastructure South Co.
- Prime Construction Group, Inc.
- The Middlesex Corporation
- Valencia Construction Group, Inc.

ISSUES

On August 10, 2023, an Invitation to Bid for H-00361 was issued to the Aviation Authority's six Continuing Horizontal Contractors (Contractors).

On August 11, 2023, the Design Criteria Package (DCP) was made available to the Contractors. The DCP described the Work to be performed under this Project, and includes the performance and scope drawings, the Owner's Standards and Master Design Guidelines, the quantity and quality requirements of the Work, the sample forms, the Conditions of the Contract, the location of the Work, the time in which the Work must be completed, and the date, time, place and procedures of the receipt and opening of the Proposals. Since then, three bid addenda were issued which addressed questions and requested clarifications of the DCP.

The Project Description as provided in the Proposal Content Requirements (Section 00 24 16) of the RFP includes the following Submittal Parts:

- Part I: Qualifications and Approach
- Part II: MWBE/LDB/VBE Approach
- Part III: Project Schedule
- Part IV: Additional Documentation Required - Licenses

The DCP instructed the Contractors to submit its Technical Proposal (Envelope A) by September 15, 2023, and its Price Proposal (Envelope B) and Small Business Participation (Envelope C) by September 26, 2023.

On September 15, 2023, one Technical Proposal (Envelope A) was timely submitted by The Middlesex Corporation. Staff reviewed the proposal for compliance with the DCP and other RFP requirements.

On September 26, 2023, The Middlesex Corporation timely submitted its Price Proposal (Envelope B) and Small Business Participation (Envelope C) in accordance with the DCP and other RFP requirements.

On September 26, 2023, the Procurement Committee (PC) met to consider the one proposal submitted by The Middlesex Corporation. As set forth in the Proposal Content Requirements (Section 00 24 16) of the RFP, when there is only one proposer, there is no need to score the proposal. The PC determined that The Middlesex Corporation submitted a responsive proposal in accordance with the DCP and other RFP requirements.

The sealed Price Proposal (Envelope B) submitted by The Middlesex Corporation was publicly opened during the PC meeting. The Total Proposal Price submitted by The Middlesex Corporation is as follows:

Proposer	Total Proposal Price
The Middlesex Corporation	\$7,285,840.87

The original budget for H-00361 was approved by the Construction Finance Oversight Committee for \$2,700,000. The PC rejected the one proposal from The Middlesex Corporation because it was over budget, and authorized staff to negotiate the proposal design/build project with The Middlesex Corporation and evaluate the scope and budget for the project. A post-bid analysis was conducted with all continuing horizontal contractors, resulting in a determination that re-bidding amongst the continuing contractors was unlikely to generate additional competition. The Middlesex Corporation and Staff negotiated a scope of that fully satisfies the needs of the Aviation Authority while satisfying the intent of the project to reduce congestion at the Terminal B entrance. On November 20, 2023, the Construction Finance Oversight Committee increased the project budget to \$4,579,044 to include contingency and soft costs.

On November 21, 2023, the Construction Committee recommended the award of H-00361, Jeff Fuqua Boulevard (JFB) (Loop Road) Terminal B Entrance Reconfiguration (Design/Build) at the Orlando International Airport, to The Middlesex Corporation for the total direct-negotiated amount of \$3,490,000, as outlined in the memorandum.

SMALL BUSINESS

The Aviation Authority has reviewed of the proposal from The Middlesex Corporation, and determined that The Middlesex Corporation proposes 9% Minority and Women Business Enterprise (MWBE)/Local Developing Business (LDB). The Small Business Department certifies that The Middlesex Corporation is in good standing as it relates to its small business participation.

ALTERNATIVES

The Aviation Authority Board may send the matter back to committee for further consideration or reject all proposals.

FISCAL IMPACT

The fiscal impact is \$3,490,000. Funding is from General Airport Revenue Bonds.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and approve the award of H-00361, Jeff Fuqua Boulevard (JFB) (Loop Road) Terminal B Entrance Reconfiguration (Design/Build) at the Orlando International Airport, to The Middlesex Corporation for the total direct-negotiated amount of \$3,490,000, with funding from General Airport Revenue Bonds; and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary contract documents following satisfactory review by legal counsel.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 125 High Street, Suite 2205 Boston MA 02110	CONTACT NAME: Heather Roe	
	PHONE (A/C, No, Ext): 561-214-6368 FAX (A/C, No):	
	E-MAIL ADDRESS: TMCerts@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Executive Risk Indemnity Inc	35181
INSURED The Middlesex Corporation One Spectacle Pond Road Littleton, MA 01460	INSURER B : Federal Insurance Company	20281
	INSURER C : Berkley Assurance Company	39462
	INSURER D : Chubb National Insurance Compa	10052
	INSURER E : Zurich American Insurance Comp	16535
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 346680532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A D	☒ COMMERCIAL GENERAL LIABILITY	Y Y	54309974 (AOS) 54309975 (CT)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liab					MED EXP (Any one person) \$ 10,000
	☒ XCU Included					PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY	Y Y	54309973	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED RETENTION \$					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y N	WC0381368-08	7/1/2023	7/1/2024	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					
C	Contractor's Professional		PCAB-5022549-0723	7/1/2023	7/1/2024	Each Claim/Agg SIR \$15,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: TMC Job #2129.01, H-00361, JFB (Loop Road) B Terminal Entrance Reconfiguration (D/B)

The Greater Orlando Aviation Authority and the City of Orlando and their members (including without limitation, members of the Owner's board and the City Council and members of the citizens' advisory committee of each), the OAR and the Designer are included as Additional Insureds regarding general liability and automobile liability as respects Liability arising out of work performed by the Named Insured. A waiver of subrogation is provided in favor of the additional insureds, but only to the extent permitted by law as required by a written contract. No policy will permit cancellation or modification without 30 days prior written notice.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
The Greater Orlando Aviation Authority Attention: Engineering and Construction One Jeff Fuqua Blvd. Orlando FL 32827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Rich Shuman</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED The Middlesex Corporation One Spectacle Pond Road Littleton, MA 01460
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

GL Deductible - \$100,000
 Auto Liability Deductible - \$100,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY A WRITTEN CONTRACT THAT 'SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay damages that the insured becomes legally obligated to pay for "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages for the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages for "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" arising out of an act that:

- (1) Is expected or intended from the standpoint of the insured; or
- (2) Would be expected or intended from the standpoint of a reasonable person in the circumstances of the insured;

to cause "bodily injury" or "property damage", even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any person or organization may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
- (4) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in **c.(1)**, **(2)**, or **(3)** above.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

For the purposes of this exclusion, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will not be deemed, in itself, to constitute the business of furnishing, selling or serving alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages for "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

k. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

m. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Personal And Advertising Injury

"Bodily injury" arising out of "advertising injury" or "personal injury".

o. Access To Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through m. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay damages that the insured becomes legally obligated to pay for "advertising injury" or "personal injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "advertising injury" or "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "advertising injury" or "personal injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Advertising injury" or "personal injury" arising out of an offense committed by or on behalf of the insured, that:

(1) Is intended by such insured; or

(2) Would be expected from the standpoint of a reasonable person in the circumstances of such insured;

to cause injury.

b. Publications With Knowledge Of Falsity

"Advertising injury" or "personal injury" arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:

(1) With knowledge of its falsity; or

(2) If a reasonable person in the circumstances of such insured would have known such content or material to be false.

c. Prior Offenses

"Advertising injury" or "personal injury" arising out of any offense first committed before the beginning of the policy period.

d. Crime Or Fraud

"Advertising injury" or "personal injury" arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

e. Contracts

"Advertising injury" or "personal injury" for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages:

- (1) That such insured would have in the absence of such contract or agreement; or
- (2) Assumed in a written contract or agreement that is an "insured contract", provided the "advertising injury" or "personal injury" to which this insurance applies is caused by an offense first committed after the execution of such contract or agreement.

f. Breach Of Contract

"Advertising injury" or "personal injury" arising out of breach of contract.

g. Failure To Conform To Representations Or Warranties

"Advertising injury" or "personal injury" arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

h. Wrong Description Of Prices

"Advertising injury" or "personal injury" arising out of the wrong description of the price of goods, products or services.

i. Media Type Businesses

"Advertising injury" or "personal injury" arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to "personal injury" caused by an offense described in Paragraphs 21. a., b. and c. of the definition of "personal injury" under the Definitions Section.

j. Internet Activities

"Advertising injury" or "personal injury" arising out of:

- (1) Controlling, creating, designing or developing of another's Internet site;

- (2) Controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;

- (3) Controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or

- (4) Publication of content or material on or from the Internet, other than material developed by you to or at your direction.

k. Continuing Offenses

"Advertising injury" or "personal injury" that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- (1) This insurance; or
- (2) A subsequent, continuous renewal or replacement of this insurance, that:
 - (a) Is issued to you by us or by an affiliate of ours;
 - (b) Remains in force while the offense continues; and
 - (c) Would otherwise apply to "advertising injury" and "personal injury".

l. Pollution

"Advertising injury" or "personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

m. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

COVERAGE FORM EXCLUSIONS

The following exclusions apply to all Coverages in this Coverage Form and all endorsements attached to it.

1. Asbestos, Silica Or Similar Compounds, Including Mixed Dust

- a. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of:
 - (1) "Asbestos";
 - (2) "Silica"; or
 - (3) "Mixed dust".
- b. This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:
 - (1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or
 - (2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing; the effects of "asbestos", "silica" or "mixed dust".

2. Employment-Related Practices

This insurance does not apply to any damages, loss, cost or expense sustained at any time by:

- a. Any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission,

policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

- (1) Arrest, detention or imprisonment;
 - (2) Breach of any express or implied covenant;
 - (3) Coercion, criticism, humiliation, prosecution or retaliation;
 - (4) Defamation or disparagement;
 - (5) Demotion, discipline, evaluation or reassignment;
 - (6) Discrimination, harassment or segregation;
 - (7) (a) Eviction; or
(b) Invasion or other violation of any right of occupancy;
 - (8) Failure or refusal to advance, compensate, employ or promote;
 - (9) Invasion or other violation of any right of privacy or publicity;
 - (10) Termination of employment; or
 - (11) Other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
- b. The brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph a. above, as a consequence thereof.

This exclusion applies:

- i. Whether the insured may be liable as an employer or in any other capacity; and
- ii. To any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

3. Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- a. Enhancement or maintenance of any property; or
- b. Prevention of any injury or damage to any:
 - (1) Person or organization; or
 - (2) Property you own, rent or occupy.

4. Fungi Or Bacteria

This insurance does not apply to:

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "fungi" or bacteria.
- b. Any damages, loss, cost or expense arising out of any:
 - (1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or
 - (2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

the effects of "fungi" or bacteria.

5. Information Laws, Including Unauthorized Or Unsolicited Communications

This insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged violation of:

- a. The United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- b. The United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction;
- c. The United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction; or
- d. Any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

6. Intellectual Property Laws And Rights

This insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

- a. Assertion; or

b. Infringement or violation;

by any person or organization (including any insured) of any "intellectual property law or right".

Further, this insurance does not apply to the entirety of all allegations in any claim or "suit", if such claim or "suit" includes an allegation of or a reference to an infringement or violation of any "intellectual property law or right", even if this insurance would otherwise apply to any part of the allegations in the claim or "suit".

This exclusion applies unless the only infringement or violation of an "intellectual property law or right" is an offense described in the definition of "advertising injury" to which this insurance applies.

7. Lead

a. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of "lead".

b. This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:

(1) Demand, order, request or regulatory or statutory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess; or

(2) Claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing;

the effects of "lead".

8. War

This insurance does not apply to any damages, loss, cost or expense, however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

5. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury", "advertising injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages for the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- No person or organization is an insured with respect to the:
- a. Ownership, maintenance or use of any assets; or
 - b. Conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any:
 - a. "Bodily injury" or "property damage" that occurred; or
 - b. "Advertising injury" or "personal injury" arising out of an offense first committed;
- in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C; and
 - b. Damages under Coverage A, except damages for "bodily injury" or "property damage" included in the "products-completed operations hazard".
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages for "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. The Personal and Advertising Injury Aggregate Limit is the most we will pay for the sum of damages under Coverage B.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C for all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages for "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured for injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "Intellectual property law or right" means any:
- a. Certification mark, copyright, patent or trademark (including collective or service marks);
 - b. Right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
 - c. Other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
 - d. Other judicial or statutory law concerning piracy, passing off or similar practices.
14. "Lead" means the element lead in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

15. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

16. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

17. "Mixed dust" means any combination or mixture of "asbestos" or "silica" and any other dust, fibers or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

19. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

20. "Personal and advertising injury" means:

- a. "Advertising injury"; or
- b. Personal injury".

21. "Personal injury" means injury, other than "bodily injury", "property damage" or "advertising injury", caused by an offense of:

- a. False arrest, false detention or other false imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- d. Electronic, oral, written or other publication of material that:
 - (1) Libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or

(2) Violates a person's right of privacy.

22. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

23. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

24. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

25. "Silica" means silica in any form (including silicates or other similar silicon compounds), including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

26. "Suit" means a civil proceeding in which damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

27. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

28. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

29. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

30. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.