

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$121,472	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$121,472	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 4111 Department 121 Unit A243 Object 6502

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funds are available in the account referenced above.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

[Signature] 4/22/08
 OFMB 38
 4/21/08 4/22/08 4/17/08

[Signature] 4/22/08
 Contract Dev. and Control
 4/22/08

B. Legal Sufficiency:

[Signature] 4/23/08
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

 Department Director

PALM BEACH COUNTY

CHANGE ORDER

ISSUED TO: David Brooks Enterprises, Inc.
9000 Burma Rd. Suite 101
Palm Beach Gardens, FL. 33403

CHANGE ORDER NO.: 20
REFERENCE CCP NO: attached
RESOLUTION NO.: R2006 1408

PROJECT: PB 05-1 PBIA Administration Building and
Communications Facility

PROJECT NO. DISTRICT NO.: 2

The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

DESCRIPTION OF CHANGE: This CO #20 references 1 request for change order as submitted by David Brooks Enterprises (summary backup attached). Reference modifications are in the attached summary by CCP number along with a description of the CCP, individual cost, category of change, and a brief explanation. Referenced field bulletin, field instruction, and or RFI documentation is available under separate cover.

CONTRACT PRICE

Original Contract Price: \$ 10,997,000
CO # 1 through 19 \$ 540,980
This CO # 20 \$ 121,472
ADJUSTED Contract Price \$ 11,659,452

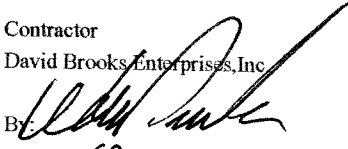
COMPLETION DATE

Contract Completion Date will be **(increased)** (decreased)
by 0 calendar days per CO # 20.
Contract Completion Date from CO # 1 thru CO #19 increased
by 86 calendar days.
Contract Notice To Proceed Date: 10-09-06
Contract Substantial Completion Date: 10-29-07

ADJUSTED Substantial Completion Date: 01-02-08

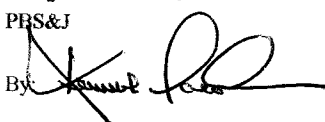
CONTRACTOR

Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract.
The above changes are accepted:

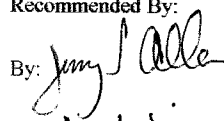
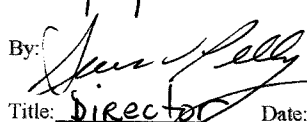
Contractor
David Brooks Enterprises, Inc.
By: 
Title: VP Date: 3/24/08

DESIGN PROFESSIONAL

The above changes are recommended for approval by the Owner:

Design Professional
PBS&J
By: 
Title: Sr prg mgr Date: 3/26/08

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

Recommended By:
By: 
Title: Deputy Director Date: 4-9-08
By: 
Title: Director Date: 4-9-08

PBC BOARD OF COUNTY COMMISSIONERS

Approved By:
By:
Title: _____ Date: _____

CHANGE ORDER NO:20 SUMMARY

CCP #	DESCRIPTION	COST	DAYS	CATEGORY	SUMMARY EXPLANATION
62R	Electrical Plan Revisions / Added Fire Alarm Panel	\$121,472		Contract Adjustments	Electrical and data communication infrastructure modifications are being made under this contract in order to facilitate the future move of information and security functions from the main terminal operations area to this location.
TOTAL CHANGE ORDER NO: 20		\$121,472	tbd	CALENDAR DAYS	

LEGEND	
	Error
\$0	Omission/recommended and/or required in project.
\$0	Other Agency (TSA, PZ&B, Fire Marshall)
\$0	Department of Airports
\$0	Conditions not normally anticipated or encountered in construction.
\$121,472	Quantity Underruns, contract adjustments,
\$121,472	Total Change Order # 20

SCHEDULE FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTORS
(FORM DBE SCHEDULE 1)

PROJECT NAME: PBIA Admin. Bldg. & Comm. Facility PROJECT NUMBER: PB 05-01
 NAME OF PRIME: David Brooks Enterprises, Inc. TELEPHONE NO: (561) 626-9960
 CONTACT PERSON: M.L. (Mark) Davidson, Sr. Project Manager
 BID DATE: Change Order # 20

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE

Name, Address and Telephone Number of Minority Contractor	Type and Description of Work To Be Performed	Contract Amount			
		Black	Hispanic	Other	Woman
1. E & N Construction, Inc. 12068 Sunset Blvd., Royal P. Bch., FL (561) 795-4007	Earthwork	\$ _____	\$ _____	\$ _____	\$ _____
2. Metro Caulking & Waterproofing 1100 SW 30 th Ave. Pompano Bch, FL (954) 974-0770	Waterproofing	\$ _____	\$ _____	\$ _____	\$ _____
3. Brown & Phillips 901 Northpoint Pkwy. WPB, FL (561) 615-3988	Surveyor	\$ _____	\$ _____	\$ _____	\$ _____
4. ISI Mechanical P.O. Box 4167, Boynton Bch, FL (561) 364-5881	Plumbing	\$ _____	\$ _____	\$ _____	\$ _____
5. Superior Interiors 613 Industrial St., Lake Worth, FL (561) 586-3821	Acoustical	\$ _____	\$ _____	\$ _____	\$ _____
	Sub-total	\$ 0	\$ 0	\$ 0	\$ 0

PRIME CONTRACTOR TO COMPLETE:

BID PRICE: \$121,472.00 TOTAL % PARTICIPATION: 0%
 DBE

2/23/94

SCHEDULE FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE CONTRACTORS
(FORM DBE SCHEDULE 1)

PROJECT NAME: PBIA Admin. Bldg. & Comm. Facility PROJECT NUMBER: PB 05-01
 NAME OF PRIME: David Brooks Enterprises, Inc. TELEPHONE NO: (561) 626-9960
 CONTACT PERSON: M.L. (Mark) Davidson, Sr. Project Manager
 BID DATE: Change Order # 20

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE

Name, Address and Telephone Number of Minority Contractor	Type and Description of Work To Be Performed	Contract Amount			
		Black	Hispanic	Other	Woman
6. WBI Contracting 2415 Cecile Ave, WPB, FL (561) 640-5540	Site Utilities	\$ _____	\$ _____	\$ _____	\$ _____
7. Tropic Fence 1864 NW 21 st St., Pompano Bch, FL (954) 978-1250	Fence	\$ _____	\$ _____	\$ _____	\$ _____
8. Zaharion's Flooring 1338 S. Killian Dr., Lake Park, FL (561) 848-0454	Flooring	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
	Total	\$ 0	\$ 0	\$ 0	\$ 0

PRIME CONTRACTOR TO COMPLETE:
 BID PRICE: \$121,472.00

TOTAL % PARTICIPATION: 0%
 DBE

2/23/94

PALM BEACH INTERNATIONAL AIRPORT
 ADMIN BLDG AND COMM FACILITY
 FAA AIP No.: 3-12-0085-044-2005
 FDOT WPI: 41635-1-94-01
 PB NO: PB 05-1
 CONTRACT SUMMARY

	ORIGINAL	CURRENT
DATE: NTP	10/9/2006	451 Thru CO #19
CONTRACT TIME =	365	1/2/2008
CONTRACT COMPLETION DA	10/9/2007	
CONTRACT AMOUNT =	\$10,997,000.00	\$11,537,980.00
LIQUIDATED DAMAGES	\$3,000.00	

CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS
1		Builders Risk Increase - Delay in awarding contract due to protest			\$						0.00%	\$10,997,000.00	Rejected
2	12/6/2006	Elevator Substitution			(\$57,880.00)	\$ (57,880.00)		(\$57,880.00)			-0.53%	\$10,939,120.00	Approved
3	3/21/2007 CRC Meeting	Palm Tree Relocation required by PZB after award	21	\$63,000	\$ 23,903.00	\$ 86,903.00		\$ 23,903.00	\$ 23,903.00		0.22%	\$10,963,023.00	Approved by Lead Department 11/22/2006. Needs to go CRC due to the time extension (Value of change order with time extension more than \$50k)
4	2/12/2007	Sanitary and additional Water Taps Revision	0	\$0	\$41,629.00	\$ 41,629.00	\$41,629.00		\$ 65,532.00		0.38%	\$11,004,652.00	Approved
5	4/10/07 Board Meeting	CCP 4,6,7R,10,11RR,12RR	65	\$195,000	\$176,295.00	\$ 371,295.00			\$ 65,532.00	\$176,295.00	1.60%	\$11,180,947.00	Approved on 4/10/2007. R-2007-0479
6	4/10/2007	CCP 15R, 16R, 17R, 19R	0	\$0	\$33,895.00	\$ 33,895.00	\$33,895.00		\$ 99,427.00		0.31%	\$11,214,842.00	Approved
7	5/15/07 Board Meeting	CCP 8RR	0	\$0	(\$120,805.00)	\$ (120,805.00)			\$ 99,427.00	(\$120,805.00)	-1.10%	\$11,094,037.00	Approved on 5/15/2007. R-2007-0756
8	5/16/07 CRC Meeting	CCP 20R,26	0	\$0	\$73,051.00	\$ 73,051.00		\$73,051.00	\$ 172,478.00		0.66%	\$11,167,088.00	Approved on 5/16/07
9	7/17/2007	CCP 22,23 Condensate Lines	0	\$0	\$18,794.00	\$ 18,794.00	\$18,794.00		\$ 191,272.00		0.17%	\$11,185,862.00	Approved by Lead Dept on 7/17/2007

PALM BEACH INTERNATIONAL AIRPORT
 ADMIN BLDG AND COMM FACILITY
 FAA AIP No.: 3-12-0085-044-2005
 FDOT WPI: 41635-1-94-01
 PB NO: PB 05-1
 CONTRACT SUMMARY

	ORIGINAL	CURRENT
DATE: NTP	10/9/2006	451 Thru CO #19
CONTRACT TIME =	365	1/2/2008
CONTRACT COMPLETION DA	10/9/2007	
CONTRACT AMOUNT =	\$10,997,000.00	\$11,537,980.00
LIQUIDATED DAMAGES	\$3,000.00	

CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS
10	8/21/07 Board Meeting	CCP 25, 29	0	\$0	\$24,477.00	\$ 24,477.00			\$ 191,272.00	\$24,477.00	0.22%	\$11,210,359.00	Approved R2007-1287. Went to the Board due to cumulative amount would have exceeded \$200,000
11 ³	8/15/07 CRC Meeting	CCP 30,31,32	0	\$0	\$14,706.00	\$ 14,706.00		\$14,706.00			0.13%	\$11,225,065.00	Approved 8/15/07
12	10/3/07 CRC	CCP28R, 36	0	\$0	\$15,377.00	\$ 15,377.00		\$15,377.00			0.14%	\$11,240,442.00	Approved 10/03/07
13	10/10/07 CRC	CCP 37	0	\$0	\$54,181.00	\$ 54,181.00		\$54,181.00			0.49%	\$11,294,623.00	Approved on 10/10/07
14	10/17/07 CRC	CCP33,34R,35RR,40	0	\$0	\$9,387.00	\$ (9,387.00)		(\$9,387.00)			-0.09%	\$11,285,236.00	Approved
15	12/05/07 CRC	CCP 38,39,41R,42,43,45,48,50	0	\$0	\$44,509.00	\$ 44,509.00		\$44,509.00			0.40%	\$11,329,745.00	Approved
16	1/2/2008	CCP 46,49,51,52,53,54,57,58,59,61	0	\$0	\$54,464.00	\$ 54,464.00		\$54,464.00			0.50%	\$11,384,209.00	Approved
17	1/23/2008	CCP 55, 60R	0	\$0	\$89,091.00	\$ 89,091.00		\$89,091.00			0.81%	\$11,473,300.00	Approved
18	2/20/2008	CCP 44,63,64,65,66,67	0	\$0	\$32,493.00	\$ 32,493.00		\$32,493.00			0.30%	\$11,505,793.00	Approved
19	4/9/2008	CCP 69,70,71R,72,73R,76,77,78	0	\$0	\$32,187.00	\$ 32,187.00		\$32,187.00			0.29%	\$11,505,487.00	Waiting for Approval
Total			86		\$ 540,980.00	\$ 94,318.00		\$ 302,015.00		\$200,772.00	4.92%	\$11,537,980.00	

To be approved by the Dept
 To be approved by the CRC
 To be approved by the Board

696865
 696865

Notes:

- Change Order No 2 is not included in the cumulative amount for additive change orders. It is tracked separately
- Change Order No 10 went to the board due to the cumulative amount would have exceeded \$200,000 with CO no 10
- Change Order No 11 to be approved by the CRC due to cumulative amount being exceeded. All subsequent change orders will be approved by the Board or the CRC (Need to submit a total of 11 copies to the CRC for distribution to the commissioners)

Approval Authority	CO Value	Authority
	\$0-50,000	Lead Dept
	\$50,001-100,000	CRC
	>\$100,001	BCC
	Cummulative Valu	Authority
	\$0-100,000	Lead Dept
	\$100,101 - 200,000	CRC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2008

PRODUCER (561)746-4546 FAX: (561)746-9599

Tequesta Agency, Inc.
218 S. US Highway One
Suite 300

Tequesta FL 33469

INSURED

David Brooks Enterprises, Inc.
9000 Burma Road, Suite 101

Palm Beach Gardens FL 33403

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Fire Insurance	20893C
INSURER B: Auto-Owners Insurance	18988
INSURER C: Continental Casualty	20443C
INSURER D: Valley Forge Insurance	20508C
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	C2082846122	8/1/2007	8/1/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY	4689563400	8/1/2007	8/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OTHER THAN EA ACC <input type="checkbox"/> AUTO ONLY: AGG				\$
C		EXCESS/UMBRELLA LIABILITY	C2025706404	8/1/2007	8/1/2008	EACH OCCURRENCE \$ 4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 4,000,000
						\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC178965914	3/1/2008	3/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
		OTHER				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees & Agents are additional insureds per form G17957G attached to the General Liability policy and form CA2048 0299 attached the Business Automobile policy. Copy of forms G17957G & CA2048 0299 attached for reference. A Subrogation Waiver applies to all policies. Project No. 05-1 New Administration Building at Palm Beach International Airport

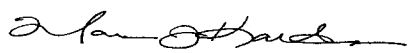
CERTIFICATE HOLDER

PALM BEACH COUNTY
c/o DEPARTMENT OF AIRPORTS
ATTN: JERRY ALLEN
846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mark Kasten/GLORIA



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

See Certificate of Insurance

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
 - a. The period of time required by the written contract or written agreement; or

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,
whichever is less.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
- 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
 - e. An additional insured under this endorsement will as soon as practicable:
 - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
 - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
 - 2. Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced with the following:
 - 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
Any person or organization which is required to be named as a result of a written contract with You and which We have on file via Certificate of Insurance.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.