

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Change Order No. 7 to the contract with ThyssenKrupp Airport Systems, Inc. in the amount of \$9,293 for replacement of Passenger Loading Bridges at Palm Beach International Airport (PBIA). There is no change in contract time related to this change order.

Summary: On October 17, 2006 the BCC approved a contract (R-2006-2205) with ThyssenKrupp Airport Systems, Inc. to replace the existing Passenger Loading Bridges at PBIA in the amount of \$15,360,608. Change Orders 1-6 increased the contract in the amount of \$773,648 and 26 Calendar Days. Change Order No. 7 must be approved by the Board because its approval, combined with previous approvals, would exceed the combined authority of the Contract Review Committee and the Lead Department. The Small Business Enterprise (SBE) participation for this Change Order is 99.94 %. The total SBE contract goal including this Change Order is 7.46%. **Countywide (JCM)**

Background and Justification: Approval of Change Order No. 7 will provide funds to install tenant airline telephone service to each of the bridges and minor modifications to the pre-conditioned air system at one of the gates. Approval of this Change Order will increase the total contract price by \$9,293. There is no change in contract time. Funding for this project is provided by the Florida Department of Transportation and PFC Funds.

Attachments:

- 1. Three (3) Original Change Orders with Change Order Summary Report/Contract Summary

Recommended By: [Signature] 11/17/03
Department Director Date
Approved By: [Signature] 1/21/04
County Administrator Date



PALM BEACH COUNTY

CHANGE ORDER

ISSUED TO: ThyssenKrupp Airport Systems, Inc.
3200 Sylvania Ave, Suite 100E
Fort Worth, TX. 76111

CHANGE ORDER NO.: 7

REFERENCE CCP NO.: attached

PROJECT : PB 06-2 PBIA Passenger Loading Bridges

RESOLUTION NO.: R2006 2205

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 # 7 references 1 request for change order as submitted by Thyssen Krupp Airport Systems, Inc. (summary back up page attached). Reference modifications are in the attached summary by COR number along with a description of the COR, individual costs, category of change, and a brief explanation

CONTRACT PRICE

Original Contract Price: \$ 15,360,608
CO # 1 through CO # 6 \$ 773,648
This CO # 7 \$ 9,293
ADJUSTED Contract Price \$ 16,143,549

COMPLETION DATE

Contract Completion Date will be **(increased)** (decreased) by 0 calendar days per CO # 7.
Contract Date from CO# 1 thru CO# 6 increased by 26 calendar days.
Contract Notice To Proceed Date: 10-24-06
Contract Substantial Completion Date: 06-19-08
ADJUSTED Substantial Completion Date: 07-15-08

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
ThyssenKrupp Airport Systems, Inc.

By: Raymond K. Streeter

Raymond K. Streeter
Title: Operations Director Date: 5/1/08

DESIGN PROFESSIONAL

The above changes are recommended for approval by the Owner:

Design Professional
PBS&J

By: *[Signature]*

Title: SR Proj mgr Date: 5/6/08

PALM BEACH COUNTY

DEPARTMENT OF AIRPORTS

Recommended By:

By: *[Signature]*
Title: Deputy Director Date: 7-16-08

By: *[Signature]*
Title: Director Date: 7-16-08

PBC BOARD OF COUNTY COMMISSIONERS

Approved By:

By:

Title: _____ Date: _____

CHANGE ORDER NO: 7 SUMMARY REPORT

**PALM BEACH INTERNATIONAL AIRPORT
PASSENGER LOADING BRIDGES**

**RESOLUTION NO: 2006 2205
THYSSENKRUPP AIRPORT SYSTEMS, INC.**

COR #	DESCRIPTION	COST	DAYS	CATEGORY	SUMMARY EXPLANATION
12	Install overhead condensate drain line from gate C15 to Gate C11 drain location	\$1,448	0	contract adjustment	AFCO Constructors did not install gravity condensate line at gate C15 and not could not meet the passenger loading bridge installation schedule timeframes. PBS&J instructed Thyssen to have Stokes Mechanical to provide a pumped overhead condensate drain line over to gate C-11's underground service.
13	Provide tenant airline telco service to new Concourse C passenger loading bridge gates	\$7,845	0	contract adjustment	Tenant Airline Telephone service for new construction gates C8,10,12,14, and 15 was not included in the Concourse C Expansion project and is being added under Thyssen's add phone service connecting the above bridge locations back to the new Concourse C Data rm CC 1202.
TOTAL CHANGE ORDER NO: 7		\$9,293	0		CALENDAR DAYS

LEGEND	
\$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.
\$9,293	Quantity Under runs, contract adjustments
\$9,293	Total Change Order # 7

3.11 SCHEDULE 2
 LETTER OF INTENT TO PERFORM AS A SBE OR W/MBE SUBCONTRACTOR
 (Attachment No. 9 To The Proposal Form)

PROJECT NAME: Passenger Loading Bridges PROJECT NO: RFP 06-2 CO 1
 TO: Thyssenkrupp Airport Systems Inc
 (Name of Prime Proposer)

The undersigned is certified by Palm Beach County as a(n) (check one or more as applicable):
 Small Business Enterprise Minority Business Enterprise
 Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>CONCRETE PAVEMENT</u>			<u>\$ 1066.30</u>

at the following price: \$ 1066.30
 (Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-SBE subcontractor or supplier, the amount of any such subcontract must be stated:
 \$ 0.00. The undersigned subcontractor understands that the provision of this form to prime proposer does not prevent subcontractor from providing quotations to other proposers.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 3

DATE 10/04/2007

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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.
INSURED ThyssenKrupp Airport Systems, Inc. 3201 N. Sylvania Suite 100E Fort Worth, TX 76111		INSURERS AFFORDING COVERAGE INSURER A: Gerling America Insurance Company 41343-000 INSURER B: Wausau Business Insurance Company 26069-001 INSURER C: INSURER D: 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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	7200516GLP	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <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	ASKY91428004027	10/1/2007	10/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	9000194CUP	10/1/2007	10/1/2008	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCKY91428004017	10/1/2007	10/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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
	OTHER				

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 and agents are included as Additional Insureds pertaining to the General Liability and Automobile Liability policies with respects to liability arising out of the Named Insured's operations, where required by written contract.

General Liability policy does not exclude "XCU" hazards.

CERTIFICATE HOLDER Palm Beach County c/o Department of Airports 846 Palm Beach International 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 <i>Taren J. Chambers</i>
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Willis**CERTIFICATE OF LIABILITY INSURANCE**

Page 2 of 3

DATE
10/04/2007

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	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#
INSURED ThyssenKrupp Airport Systems, Inc. 3201 N. Sylvania Suite 100E Fort Worth, TX 76111	INSURER A: Gerling America Insurance Company	41343-000
	INSURER B: Wausau Business Insurance Company	26069-001
	INSURER C:	
	INSURER D:	
	INSURER E:	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This insurance will be primary/non-contributory insurance with respect to any other available insurance to the Additional Insureds for the negligence of the Insured on the referenced project, where required by written contract.

The Automobile Liability policy includes coverage for all owned, hired and non-owned autos.

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.

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
Any Person or Organization for which the Named Insured is obligated to provide such coverage under a written contract.	Any Location for which the Named Insured is obligated to provide such coverage under a 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.

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.