

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

=====  
Meeting Date: November 19, 2013

[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:**

- (A) Change Order No. 1 to Task M-1 under the Construction Manager (CM) at Risk Contract with The Morganti Group, Inc. increasing the Guaranteed Maximum Price (GMP) in the amount of \$33,290 for Building 3400 Improvements at Palm Beach International Airport (PBIА); and
- (B) A Budget Amendment of \$33,290 in the Airport Improvement and Development Fund to provide budget for the Change Order; including reimbursement from Workforce Alliance, Inc. (Tenant) of \$33,290.

**Summary:** The Department of Airports is requesting Board approval of Change Order No. 1 to Task M-1 under the continuing CM at Risk Contract with The Morganti Group, Inc. approved June 4, 2013 (R-2013-0663). Task M-1 for Building 3400 Improvements was approved by the Board on July 2, 2013 (R-2013-0829) in the amount of \$1,130,000. Approval of Change Order No. 1 in the amount of \$33,290 will provide funds for additional electrical and HVAC improvements requested by the Tenant. The costs will be reimbursed to the Department of Airports by the Tenant. The Morganti Group, Inc. is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. The Disadvantaged Business Enterprise (DBE) goal for this contract was established at 13%. The total DBE anticipated participation including Change Order No. 1 to date is 31%.  
**Countywide (JCM)**

**Background and Justification:** The Board approved Task M-1 for Improvements to Building 3400 on July 2, 2013. Following the Notice to Proceed issued on July 10, 2013, the Tenant completed a final inventory of their existing equipment to be relocated to the facility. It was determined that the electrical and HVAC scope in the server room would need to be expanded to support the additional equipment. The work includes the addition of electrical circuits and a separate wall mounted air conditioner unit due to the loads generated. The Tenant will be reimbursing the Department of Airports for the costs included in this change order; however, a budget amendment is needed in the interim to fund the additional work.

**Attachments:**

- 1. Change Order No. 1 with Contract History – (3 originals)
- 2. Budget Amendment

=====  
Recommended By: [Signature] Department Director 10/21/13 Date  
Approved By: [Signature] County Administrator 11/01/13 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$ 33,290				
Operating Costs					
External Revenues (Tenant)	\$(33,290)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>-0-</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>					

Is Item Included in Current Budget? Yes \_\_\_ No X  
 Budget Account No: Fund 4111 Department 121 Unit A267 Object 6211 Rsc 6943

Reporting Category \_\_\_\_\_

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

Approval of this item provides budget for Change Order No. 1 for the Building 3400 Improvements at PBIA. The Tenant is reimbursing the Department of Airports \$33,290 for the cost of the improvements.

C. Departmental Fiscal Review: CM Sumier

**III. REVIEW COMMENTS**

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

Susan Nelson 10/30/13  
 AM 10/30 OFMB SA 10/29

Dr. J. Jacobson 11/4/13  
 Contract Dev. and Control 11-4-13 [Signature]

**B. Legal Sufficiency:**

[Signature] 11/4/13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**CHANGE ORDER**

- |                          |                               |                                     |  |
|--------------------------|-------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | Owner Initiate                | <input type="checkbox"/>            | Quantity Overruns/Underruns                                  |
| <input type="checkbox"/> | Differing Site Conditions     | <input checked="" type="checkbox"/> | Request By Another Agency/Outside Party                      |
| <input type="checkbox"/> | Zoning/Code/Ordinance Changes | <input type="checkbox"/>            | A. Reimbursable <input type="checkbox"/> B. Non-Reimbursable |
| <input type="checkbox"/> | Errors/Omissions/In Design    | <input type="checkbox"/>            | Other  |

PROJECT: **Task M1 Building 3400 Improvements Palm Beach International Airport**

CHANGE ORDER NO: **One(1)**  
 COUNTY/FAA PROJECT NO: **PB12-14**  
 CONTRACT DATE: **July 2, 2013**  
 RESOLUTION NO. **R2013-0829/R-2013-0663**  
 DISTRICT # **Countywide**

TO: **The Morganti Group  
 1450 Centrepark Blvd., Suite 260  
 West Palm Beach, Florida 33401**


**Description of Change:**

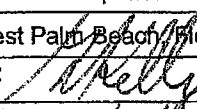
After completing a final inventory of their existing equipment to be relocated to the facility, the tenant is requesting that additional circuits be provided in the server room. The equipment also requires that a separate wall mounted air conditioner unit be installed in the server room to accommodate the additional loads generated. The tenant will be reimbursing the Depart of Airports for the costs included in this change order. There is no change in contract time associated with this change order.

**Total increase to the Contract ..... \$33,290.00**

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 Original Guaranteed Maximum Price (GMP) was.....	<b>\$1,130,000.00</b>
Net change by previous Change Orders .....	<b>\$00.00</b>
The GMP prior to this Change Order.....	<b>\$1,130,000.00</b>
The GMP will be <b>increased</b> by this Change Order .....	<b>\$33,290.00</b>
The new GMP including Change Order will be.....	<b>\$1,163,290.00</b>
The Time to complete this Task will be increased by .....	<b>0 Calendar days.</b>
The Date of Substantial Completion of this Change Order therefore is.....	<b>January 6, 2014</b>

Colomé & Associates, Inc.
<b>Architect</b>
Address
530 24th Street
West Palm Beach, Florida 33407
By: 
Date: <b>9/26/13</b>

The Morganti Group
<b>Contractor</b>
Address
1450 Centrepark Blvd., Suite 260
West Palm Beach, Florida 33401
By: 
Date: <b>9/24/13</b>

PBC Bd Of County Commissioners
<b>Owners</b>
Address
PO Box 21229
West Palm Beach, Fl 33416-1229
By:
Date:

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

Attest: SHARON R. BOCK  
 Clerk & Comptroller

Approved as to Form and Legal  
 Sufficiency

By: \_\_\_\_\_  
 Deputy Clerk

**APPROVED AS TO TERMS  
 AND CONDITIONS:**

By: \_\_\_\_\_  
 County Attorney

By:   
 Director of Airports

**SCHEDULE 1  
LIST OF PROPOSED DBE FIRMS  
(Attachment \_\_\_\_ to Bid Form)**

Project/Bid Name: \_\_\_PBIA 3400 Building Interior Renovation\_\_\_ Project/Bid No: \_\_\_\_\_Task M1\_\_\_\_\_  
 Name of Prime Bidder: \_\_\_The Morganti Group, Inc.\_\_\_\_\_ Change Order/Task/Amendment No. (if applicable): \_\_\_\_\_C.O. #1\_\_\_\_\_  
 Contact Person: \_\_\_Tracy Bruce\_\_\_\_\_ Bid Opening Date: \_\_\_\_\_  
 Address: \_\_\_1450 Centrepark Blvd., WPB, Fl. 33401\_\_\_\_\_ Department: \_\_\_\_\_  
 Phone No.: \_\_\_561-689-0200\_\_\_ Fax No: \_\_\_561-689-4774\_\_\_\_\_ E-mail Address: \_\_\_\_\_Tbruce@morganti.com\_\_\_\_\_

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
None		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

**Total** \_\_\_\_\_ **Price: \$** \_\_\_\_\_  
 (Insert: Base Bid/Bid + Alternate, etc.)

**Total Value of DBE Participation: \$** \_\_\_\_\_ , 00 \_\_\_\_\_

**Notes:**

- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE Firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms.

By: Tracy Bruce  
 Signature

Tracy Bruce  
 Print Name/Title of Person Executing on Behalf of the Prime

Date: 9-26-13

\*Additional sheets may be used if necessary.  
 Schedule 1 (v. 11-8-11)

**SCHEDULE 2  
(Attachment \_\_ to the Bid Form)**

**LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE**

Project/Bid No.: Task M1 Project/Bid Name PBIA 3400 Building Interior Renovations Deleted:  

Change Order/Task/Amendment No. (if applicable): 1-13-BB1-R-065

Name of Prime Bidder: The Morganti Group, Inc

Name of DBE Firm: None

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- Black       Hispanic       X Women       Other (Please Specify) \_\_\_\_\_  
 Prime Contractor    Subcontractor    Manufacturer    Supplier

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
			\$	\$
			\$	\$

at the following price<sup>1</sup>: \$ \_\_\_\_\_  
(Subcontractor/Supplier'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 the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:**

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

**The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.**

\_\_\_\_\_  
Printed Name of DBE Subcontractor

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

<sup>1</sup> Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1.

PALM BEACH COUNTY INTERNATIONAL AIRPORT  
PBI Terminal Improvements - CMR

The Morganti Group  
PB NO: PB 12-14  
CONTRACT HISTORY

CONTRACT APPROVED ON: 6/4/2013 RESOLUTION NO R-2013-0663 CONTRACT TIME 2 Yrs with an option of 3 - 1yr renewals	Expiration 6/4/2015
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REF DOC	DESCRIPTION	TIME(Cal Days)	DBE Participation	AMOUNT	CHANGE ORDER OR ADJUSTMENT	FINAL AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TASK CLOSED
Amendment 1	Task M1 Building 3400 Interior Improvements-GMP	180	13.08%	\$1,130,000.00					\$1,130,000.00	July 2 2013 Board Meeting	R2013-0829
	CO No 1 Tenant Improvements to Server Room	0			\$33,290.00	\$1,163,290.00			\$33,290.00	Nov 19 Board Meeting due to Budget Transfer	
	GMP Adjustment	0									
Amendment 2	Task M2 Emergency Phone System - GMP	70	0.00%	\$190,000.00					\$190,000.00	July 16, 2013 Board Meeting	R2013-0866
Task M3	PBI Interior Signage	90	60.50%	\$97,240.00			\$97,240.00			Approved on 6/24/13	
Amendment 3	Task M4 Traffic Deck Coating	180	68.92%	\$519,242.00							
	Total			\$1,936,482.00			\$97,240.00	\$0.00	\$1,353,290.00		

08/27/2013

**Notes:**

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking  
Authority  
Lead Dept  
CRC  
BCC

Approval Authority  
\*Time  
CO Value  
Authority  
Lead Dept  
CRC  
BCC  
Cumulative Days  
Authority  
Lead Dept  
CRC  
BCC

**Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit**  
**Cumulative Value - Revised as of 6/24/09**  
\$1.00 When the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract then it must be brought to the board. The cumulative value is then reset to 0



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/28/2013

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 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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>  		
<b>INSURED</b> The Morganti Group, Inc. 1450 Centrepark Boulevard Suite 260 West Palm Beach FL 33401 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Zurich American Ins Co		16535
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570050518523**      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GLO386731506	07/01/2013	07/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll. Ded. \$1000 <input checked="" type="checkbox"/> Comp Ded. \$1000			BAP 3867314-06 AOS	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION			8766139	07/01/2013	07/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	WC386731306	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570050518523

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: 33SE18/Task M1 PBIA Bldg. 3400 Interior Improvements at 3400 Berlvedere Rd. W.P.B. FL.33406.Palm Beach County Board of Commissioners, a Political Subdivision of the state of Florida. its Officers, Employees, agents, are are listed as Additional insured on a primary non-contributory basis with respects to General Liability, Auto Liability and Umbrella Liability policies. Waiver of Subrogation is in favor of the Additional insured with respects to all policies. XCU Coverage is included under the General Liability policy where required by written contract.

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach FL 33406 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Northeast, Inc.</i>
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# Additional Insured – Automatic – Owners, Lessees Or Contractors – Products-Completed Operations Liability Amendment



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO386731505	07-01-13	07-01-14				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, 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,
 and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
    - c. Subject to C.1.a. and b. above, as respects "products-completed operations hazard" coverage, unless a claim or "suit" for damages is presented to us no later than the following timeframes:
      - (1) If no time requirement is stipulated in the written contract or written agreement, one year from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; or
      - (2) If a time requirement is stipulated in the written contract or written agreement, the lesser of:
        - i. The stipulated time requirement;
        - ii. The period expiring when any Statute of Repose applicable to the loss has been reached; or
        - iii. 10 years from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; and



2. We will not provide Limits of Insurance to any additional Insured person or organization that exceed the lower of:
  - a. The Limits of Insurance provided to you in this policy; or
  - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional Insured person or organization does not apply to:

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

  1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  2. Supervisory, inspection, architectural or engineering activities.
- E. The additional Insured must see to it that:
  1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
  2. We receive written notice of a claim or "suit" as soon as practicable; and
  3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another Insurer under which the additional Insured may be an Insured in any capacity. This provision does not apply to insurance on which the additional Insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
  1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional Insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional Insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional Insured on which the additional Insured person or organization is a Named Insured.
  2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional Insured, in which the additional Insured on our policy is also covered as an additional Insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional Insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional Insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional Insured which has been added to this policy by an endorsement showing the additional Insured in a Schedule of additional Insureds, and which endorsement applies specifically to that identified additional Insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, A GENERAL AGGREGATE LIMIT DOES NOT APPLY TO ANY CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP-UP OR ANY OTHER CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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BUDGET AMENDMENT  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement & Development Fund

Advantage Document Numbers:  
BGEX 101513/121  
BGRV 101513/012

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/15/13	REMAINING BALANCE
<b>Revenues</b>								
121-A267-6943	Reimbursed Expenses -Other	0	0	33,290	0	33,290		
	<b>Total Receipts and Balances</b>	<u>183,290,630</u>	<u>182,119,888</u>	<u>33,290</u>	<u>0</u>	<u>182,153,178</u>		
<b>Expenditures</b>								
121-A267-6211	Building Improvements	1,132,235	903,595	33,290	0	936,885	859,299	44,296
	<b>Total Appropriations &amp; Expenditures</b>	<u>183,290,630</u>	<u>182,119,888</u>	<u>33,290</u>	<u>0</u>	<u>182,153,178</u>		

	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION	<u><i>CM Sumner</i></u>	<u>10/16/13</u>	November 19, 2013
Administration/Budget Department Approval	<u><i>Susan Neary</i></u>	<u>10/30/13</u>	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			

*Am*  
*10/30/13*

Attachment # 2