

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 15, 2014 ☒ Consent ☐ Regular
 ☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

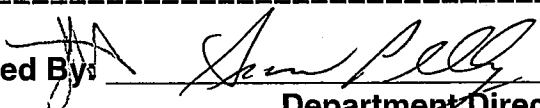
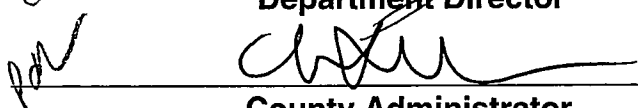
Motion and Title: Staff recommends motion to approve: A contract with ATCi Communications, Inc. in the amount of \$785,845.06 for the Miscellaneous General Aviation Airport Security Improvements at North Palm Beach County General Aviation Airport (F45) and Palm Beach County Glades Airport (PHK).

Summary: This project was advertised utilizing the County's competitive bid process. On December 10, 2013, seven (7) bids were received for the Miscellaneous General Aviation Airport Security Improvements at F45 and PHK. Of the seven (7) bids, ATCi Communications, Inc., a Miami Dade County company has been identified as the lowest responsible/responsive bidder in the amount of \$785,845.06. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 13%. ATCi Communications, Inc. is responsive to the DBE requirements and met the goal of 13%. Florida Department of Transportation (FDOT) grant funding of \$735,461 and Airport funding of \$50,384.06 are being utilized to fund this project. Countywide (JCM)

Background and Justification: This project will provide for Miscellaneous General Aviation Airport Security Improvements at F45 and PHK including, but not limited to, the installation of new gate operators, safety/egress and detection loops, card readers, pole mounted Closed Circuit TV cameras, Fixed Based Operator Terminal interior and exterior cameras, and associated work such as miscellaneous demolition, conduits and cabling, electrical, fencing and gates, and other equipment. Builder's Risk Insurance will be provided by the contractor.

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and DBE Recommendation

Recommended By:  2/27/14
Department Director Date
Approved By:  3/7/14
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$785,845.				
Operating Costs					
External Revenues (Grants)	\$(735,461)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 50,384.				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No
Budget Account No.: Fund 4111 Department 121 Unit A183/A303 Object 6211/6504
Reporting Category

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

Approval of this item provides budget for the ATCi Communications, Inc. contract of \$785,845.06. Funding sources consist of FDOT grant funds of \$735,461 and Airport funding of \$50,384.06; which are in the current budget.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

3/13/14 AM OFMB 3/17/14 3/25/14
Contract Dev. and Control
3-25-14 B. Whelan

B. Legal Sufficiency:

3/27/14
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CONTRACT

THIS CONTRACT, made and entered on _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and ATCi Communications, Inc. hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Miscellaneous GA Airport Security Improvements
North Palm Beach County General Aviation Airport
Palm Beach County Glades Airport
PALM BEACH COUNTY PROJECT No. NCGL 12-6**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated October 2013.
- Completed Bond, Surety and Insurance Forms, dated 1/28/14.
- Specifications, dated October 2013.
- General Provisions, dated October 2013.
- Special Provisions, dated October 2013.
- Addendum No. 1, dated November 14, 2013.
- Addendum No. 2, dated November 21, 2013.
- Addendum No. 3, dated November 26, 2013.
- Drawings, dated October 2013.
- Completed Bid and Attachments, dated December 10, 2013.

and to accept as full compensation for the satisfactory performance of this Contract the sum of Seven Hundred Eighty Five Thousand Eight Hundred Forty Five and 06/100 Dollars (\$ 785,845.06) which includes Base Bid, Alternate Bid No. 1 and Alternate Bid No. 2 for Miscellaneous General Aviation Airport Security Improvements at North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport.

Federal Front End Documents

NCGL12-6 Miscellaneous GA Airport Security Improvements
North Palm Beach County General Aviation Airport and Glades Airport

Contract Documents v 081313
October 2013

CD - 1 of 12

Attachment #

A

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year above written.

ATTEST: SHARON R. BOCK, Clerk &
Comptroller

COUNTY: PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Priscilla A. Taylor, Mayor

(SEAL)

ATTEST: _____
BY: Vincent J Vento
Secretary

CONTRACTOR Vin J Vento

BY: VINCENT J VENTO

TITLE: Pres.

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: Sam Kelly
Director of Airports

BY: _____
County Attorney

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02.14.2014

Palm Beach County
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE:

Principal: ATCi Communications, Inc.
Bond #: 0634127
Project: N. Palm Beach County General Aviation Airport and Palm Beach
County Glades Airport (#NCGL 12-6)
Amount: \$785,845.06

Gentlemen,

The copy of the contract we received for the above referenced project was not dated. Accordingly, we could not date the bonds as the bonds cannot predate the contract.

Please accept this letter as your authority to date the bonds and power of attorney concurrent with the contract date. Please forward a copy of the dated bonds and power of attorney to our office via fax: 239.791.1074.

Please call our office with any questions.

Very truly yours,
Smith Insurance & Bonds

Matthew T. Smith
Attorney in Fact for Surety

Smith Insurance & Bonds
10501 Six Mile Cypress Pkwy Suite #110
Fort Myers, FL 33966

P 239.243.9729 F. 239.791.1074 www.FLSuretyBonds.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 0634127

BOND AMOUNT: \$785,845.06

CONTRACT AMOUNT: \$785,845.06

CONTRACTOR'S NAME: ATCI COMMUNICATIONS, INC.

CONTRACTOR'S ADDRESS: 1270 NW 165TH ST.
MIAMI, FL 33169

CONTRACTOR'S PHONE: 305.620.0062

SURETY COMPANY: INTERNATIONAL FIDELITY INSURANCE COMPANY

SURETY'S ADDRESS: ONE NEWARK CENTER
20TH FLOOR
NEWARK, NJ 07102

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: Project includes security improvements including, but not limited to, the installation of new gate operators, safety/egress and detection loops, card readers, pole mounted CCTV cameras, FBO Terminal interior and exterior cameras, and associated work such as miscellaneous demolitions, conduits and cabling, electrical, fencing and gates, and other equipment.

PROJECT LOCATION: North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, Palm Beach County, Florida

LEGAL DESCRIPTION: Project No. NCGL 12-6: Miscellaneous General Aviation Airport Security Improvements at North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport. North Palm Beach County General Aviation Airport Property Control Number: 00-41 42-02-00-000-7000 and Palm Beach County Glades Airport Property Control Number: 00-36-42-25-00 000-3060.

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Seven Hundred Eighty Five Thousand Eight Hundred Forty Five and 06/100 Dollars (\$785,845.06), which includes Base Bid, Alternate Bid No. 1 and Alternate Bid No. 2 for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 20__, entered into a contract with the County for

Project Name: **Miscellaneous GA Airport Security Improvements**

Project No.: **NCGL 12-6**

Project Description: Project includes security improvements including, but not limited to, the installation of new gate operators, safety/egress and detection loops, card readers, pole mounted CCTV cameras, FBO Terminal interior and exterior cameras, and associated work such as miscellaneous demolitions, conduits and cabling, electrical, fencing and gates, and other equipment.

Project Location: **North Palm Beach County General Aviation Airport and Glades Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

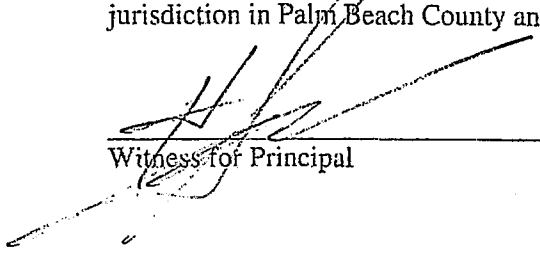
NAME OF FIRM: Big Sky Incorporated
LOCATION OF FIRM: Manassas, Virginia
PHONE: 703-365-0021
FAX: 703-361-9858

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

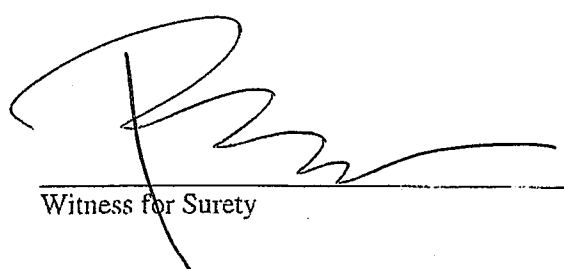
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County for the construction of Miscellaneous General Aviation Airport Security Improvements at North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, 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; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness for Principal



Witness for Surety

ATCI COMMUNICATIONS, INC.

Principal

(Seal)



Title

VINCENT J. VENTO, PRESIDENT

INTERNATIONAL FIDELITY INSURANCE COMPANY

Surety

(Seal)



Title

MATTHEW T. SMITH, ATTORNEY IN FACT

POWER OF ATTORNEY**INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY**

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

BERNARD F. MCGOVERN, MATTHEW T. SMITH

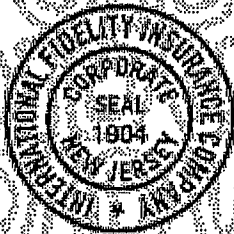
Fort Myers, FL

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

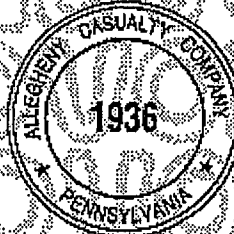
IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

Robert W. Minster

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal at the City of Newark, New Jersey, the day and year first above written.

Cathy Vazquez

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

58th day of Dec, 2014

Maria H. Branco

MARIA BRANCO, Assistant Secretary

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NCGL 12-6

DATE: 1/28/14

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of ATC Communications Corporation, a corporation organized and existing in good standing under the laws of the State of FLORIDA, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 28 day of Jan, 2014 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

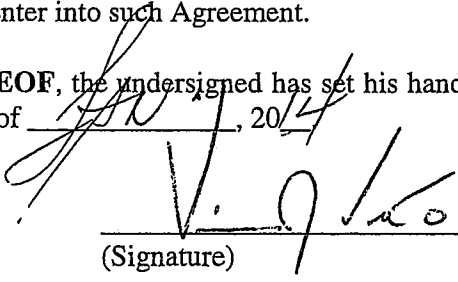
RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that VINCENT J VENTO the Pres. & Secretary of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 28 day of Jan, 2014



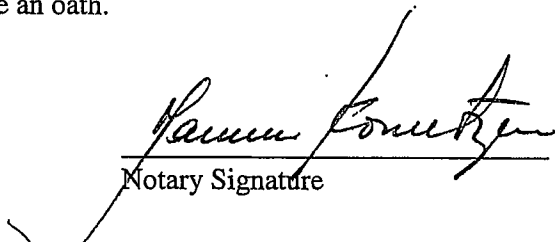
(Signature)

VINCENT J VENTO

(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 27 day of January, 2014 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.


Notary Signature

 MARIANA KOENITZER
MY COMMISSION # EE 169344
Print Name: _____ EXPIRES: March 3, 2016
NOTARY PUBLIC Bonded Thru Budget Notary Services
State of Florida at Large

My Commission Expires:

FORM OF GUARANTEE

GUARANTEE FOR _____

We, the undersigned, hereby guarantee that the Miscellaneous GA Airport Security Improvements at North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: _____
(Signature)

Matthew T. Smith
(Seal) Agent ET48192

SURETY

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28 day of January, 2014 by Vincent J. Vento who is personally known to me or who has produced as identification and who did (did not) take an oath.

Mariana Koenitzer
Notary Public, State of Florida

My Commission Expires: _____



Commission Number: _____

Federal Front End Documents
NCGL12-6 Miscellaneous GA Airport Security Improvements
North Palm Beach County General Aviation Airport and Glades Airport

Contract Documents v 081313
October 2013

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CERTIFICATE OF LIABILITY INSURANCE

ATCIN-1 OP ID: CE

DATE (MM/DD/YYYY)
02/18/2014

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).

PRODUCER Wilson, Washburn and Forster 16505 N.W. 13th Avenue Miami, FL 33169-5719 Thomas E. Washburn, CPCU	Phone: 305-666-6636 Fax: 305-662-7778	CONTACT NAME: PHONE (A/C, No, Ext): 305-666-6636 FAX (A/C, No): 305-662-7778 E-MAIL ADDRESS: certificates@wwfins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ATC i Communications, Inc. 1270 NW 165th Street, #100 Miami, FL 33169	INSURER A : United National Insurance Co.		003128
	INSURER B : Associated International Ins.		27189
	INSURER C : AmTrust North America, Inc.		23140
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		L7218993	05/21/2013	05/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Hired & Non-owned						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	X	XOBW3932713	05/21/2013	05/21/2014	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	N/A	AWC1021905	06/16/2013	06/16/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Project # NCGL 12-6

Please see attached:

CERTIFICATE HOLDER

PALMBCH

Palm Beach International
Airport
846 Palm Beach International
Airport
West Palm Beach, FL 33406

CANCELLATION

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
Thomas E. Washburn

NOTEPAD:

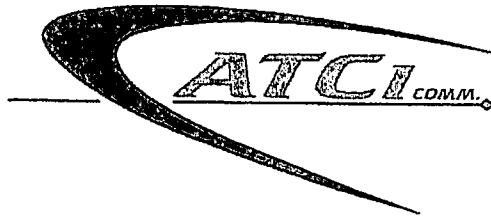
HOLDER CODE PALMBCH
INSURED'S NAME ATC i Communications, Inc.

ATCIN-1
OP ID: CE

PAGE 2
DATE 02/18/14

The following are listed as additional insured with respects to General Liability & Excess Liability:

Palm Beach International Airport Project # NCGL 12-6
Miscellaneous General Aviation Airport Security Improvement
North Palm Beach County General Aviation Airport
Palm Beach County Glades Airport
846 Palm Beach International Airport
West Palm Beach, Fl 33406



February 21, 2014

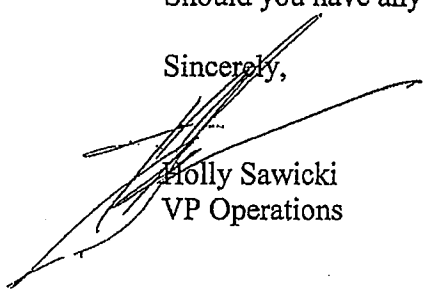
Nancy D. Herrera
Administrative Assistant
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

Re: Project # NCGL 12-6

This letter will serve to confirm that ATCi Communications, Inc that we will only use vehicles on the job that are listed on our scheduled policy

Should you have any questions, please feel free to contact me.

Sincerely,



Holly Sawicki
VP Operations

1270 NW 165th Street Miami, Florida 33169
www.atcsystems.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2014

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).

PRODUCER Marsh Program & Franchise a service of Seabury & Smith, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-320-9393 FAX (A/C, No): 515-365-0895 E-MAIL: riskmanagement@marshpm.com PRODUCER CUSTOMER ID #: Vendor ID: 31459
INSURED ATCi Communications, Inc. 1270 NW 165th Street, Suite 100 MIAMI, FL 33169	INSURER(S) AFFORDING COVERAGE INSURER A: Protective Insurance Company NAIC # 12416 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	LE001009126933	06/16/2013	06/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) GPBR: 2QL2

Policy provides protection for any & all operations/jobs performed by the named Insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Dept. of Airports 846 Palm Beach Int'l Airport West Palm Beach, FL 33406	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
----------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



EVIDENCE OF PROPERTY INSURANCE

CSR: IG

DATE (MM/DD/YYYY)
03/24/2014

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

AGENCY Wilson, Washburn and Forster 16505 N.W. 13th Avenue Miami, FL 33169-5719 Thomas E. Washburn, CPCU	PHONE (A/C No. Ext.) 305-666-6636	COMPANY American Zurich Ins Company
FAX (A/C No.) 305-662-7778	E-MAIL ADDRESS: receptionist@wwfins.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER NO. ATCIN-1		
INSURED ATC I Communications, Inc. 1270 NW 165th Street, #100 Miami, FL 33169	LOAN NUMBER	POLICY NUMBER BR06371803
	EFFECTIVE DATE 02/20/14	EXPIRATION DATE 02/20/15
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION 848 Palm Beach Intrnl Airport West Pam Beach, FL 33406	Miscellaneous General Aviation Airport Security Improvements North Palm Beach County General Aviation Airport Palm Beach County Glades Airport Project No., NCGL 12-6
-----------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK COVERAGE FORM RENOVATIONS AND IMPROVEMENTS ALL COVERED PROPERTY AT ALL LOCATIONS	\$800,000	1,500

REMARKS (Including Special Conditions)

ADDITIONAL INSURED:
Palm Beach County Board of County Commissioners, a Political
Subdivision of the State of Florida, its Officers, Employees and
agents.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Department of Airport 846 Palm Beach Intrnl Airport West Pam Beach, FL	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE			
		<i>Thomas E. Washburn</i>	

ACORD 27 (2009/12)

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Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



Important Notice to Florida Policyholders

In the event you need to contact someone about this policy, for any reason, please contact your agent. If you have additional questions, you may contact the Zurich U.S. office at the following address and telephone number:

Customer Inquiry Center
Zurich North America
1400 American Lane
Schaumburg, IL 60196
800-382-2150

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Florida Office of Insurance Regulation at:

Office of Insurance Regulation
200 East Gaines Street
Tallahassee, Florida 32399
850-413-3140

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

FLORIDA FRAUD STATEMENT

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Florida Hurricane Catastrophe Fund (FHCF) Emergency Assessment - 2005 Hurricanes



The Florida legislature created the FHCF in order to provide capacity to the personal and commercial residential property insurance market. In accordance with Florida law, deficits of the FHCF are funded through emergency assessments on direct premiums for certain property and casualty lines of business in the state of Florida.

The current FHCF emergency assessment is for the purpose of financing the FHCF's shortfall from the 2005 hurricane season. In order to fund this deficit, policies effective on or after January 1, 2011 are subject to an emergency assessment of 1.30% of premium for the following lines of business:

Fire, Allied Lines, Multi-Peril Crop, Farmowners Multi-Peril, Homeowners Multi-Peril, Commercial Multi-Peril (liability and non-liability), Mortgage Guaranty, Ocean Marine, Inland Marine, Financial Guaranty, Earthquake, Other Liability, Products Liability, Private Passenger Auto No-Fault, Other Private Passenger Auto Liability, Commercial Auto No-Fault, Other Commercial Auto Liability, Private Passenger Auto Physical Damage, Commercial Auto Physical Damage, Aircraft, Fidelity, Surety, Burglary and Theft, Boiler and Machinery, Credit, Warranty, and Aggregate Write Ins for Other Lines of Insurance.

The FHCF emergency assessment applicable to this policy is not subject to premium taxes, fees, or commissions.

Florida Insurance Guaranty Association

2012 Regular Assessment



The Florida Insurance Guaranty Association, Inc. ("FIGA") pays the claims of insolvent property and casualty insurance companies. FIGA has statutory authority to fund its deficits through assessments based on the premium of subject lines of property and casualty insurance.

To secure funds for the payment of covered claims and to pay the reasonable costs to administer the same, FIGA has imposed a 2012 Regular Assessment on premium for the following lines: Fire, allied lines, farmowners multiple peril, homeowners multiple peril, commercial multiple peril (non-liability portion), commercial multiple peril (liability portion), inland marine, medical malpractice, earthquake, other liability, other liability – occurrence, other liability - claims made, products liability, products liability – occurrence, products liability – claims made, aircraft (all perils), burglary and theft, and boiler and machinery.

For new and renewal policies effective on or after May 1, 2013, a 0.75 % regular assessment applies to premium for the subject lines.

2012 FIGA Regular Assessment

The assessment is not subject to fees, or commissions.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1400 American Lane
Schaumburg, IL 60196

- ☒ New Policy BR06371803
- ☐ Renewal of
- ☐ Rewrite of

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

ATC i Communications, Inc.
1270 NW 165 Street # 100
Miami, FL 33169
2. Producer Information:

A Name: WILSON, WASHBURN & FORSTER, INC.
16505 NW 13TH AVE
MIAMI, FL 33169-5719

B Telephone # +1 305 666 6636

C Fax # +1 305 662 7778

D Zurich Producer # 02115848

E Field Office Name

F Field Office Code
3. Policy Period – From: 02/20/2014 To: 08/20/2014
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other
5. Limits of Insurance (either One-Shot or Reporting Form as indicated below)

☒ SUPPLEMENTAL DECLARATIONS
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ Reporting Form (continuous policy)

☐ Annual Rate ☐ Monthly Rate (HBIS – 4)
- A) Any one building or structure \$

B) All covered property at all locations \$

C) Rate Per Report

D) Premium Per Report

E) Total Taxes and Surcharges Per Report
(per attached endorsement – N/A in NY)

F) Total Fully Earned Policy Premium Per Report

- ☒ One-Shot (non-reporting form/single structure policy)

☐ 1-4 Family Dwelling ☒ Commercial Structure

Property Location
846 Palm Beach International Airport
West Palm Beach, FL 33406
- New Construction

A) Any one building or structure \$ 800,000

B) All covered property at all locations \$ 800,000
(same as A unless otherwise noted)

Remodeling

D) Renovations and improvements \$ See new construction

E) Existing buildings or structures \$

F) Rate \$ 0.29

G) Premium \$ 2,320.00

H) Total Taxes and Surcharges \$ 47.56
(per attached endorsement)

I) Total Fully Earned Policy Premium \$ 2,367.56
(minimum premium applicable)

6. Deductible: ☐\$500 ☐\$1,000 ☐\$2,500 ☐\$5,000 ☒Other \$1,500

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR06371803	POLICY CHANGES EFFECTIVE From 02/20/2014 to 08/20/2014	COMPANY American Zurich Insurance Company
NAMED INSURED ATC I Communications, Inc. 1270 NW 165 Street # 100 Miami, FL 33169		AUTHORIZED REPRESENTATIVE WILSON, WASHBURN & FORSTER, INC. 16505 NW 13TH AVE MIAMI, FL 33169-5719
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES 2005 Florida Hurricane Catastrophe Fund (FHCF) Assessment: 1.3% \$30.16 2012 FIGA Regular Assessment: 0.75% \$17.40		

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR06371803	POLICY CHANGES EFFECTIVE From 02/20/2014To 08/20/2014	COMPANY American Zurich Insurance Company
NAMED INSURED ATC I Communications, Inc. 1270 NW 165 Street # 100 Miami, FL 33169		AUTHORIZED REPRESENTATIVE WILSON, WASHBURN & FORSTER, INC. 16505 NW 13TH AVE MIAMI, FL 33169-5719
COVERAGE PARTS AFFECTED Builders Risk Coverage		
<div>CHANGES Additional Insured: North Palm Beach County General Aviation Airport and Palm Beach County G 301 N. Olive Avenue West Palm Beach, FL 33401</div>		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR06371803

Policy Type: ☐ Reporting Forms (continuous policy) OR ☒ One-Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)	LIMIT OF INSURANCE
a. Collapse	
b. Scaffolding, Construction Forms And Temporary Structures	\$ 20,000
Re-erection Of Scaffolding	\$ 10,000
c. Debris Removal	\$ 20,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 5,000
e. Fire Department Service Charge	\$ 10,000
f. Valuable Papers And Records	\$ 20,000
g. Pollutant Clean-Up And Removal	\$ 15,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	
Demolition Cost	\$
Increased Cost Of Construction	\$
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$
i. Preservation Of Property	
j. Rewards	\$ 10,000
k. Property At A Temporary Storage Location	\$ 20,000
l. Property In Transit	\$ 40,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)

Anticipated Project Completion Date

Monthly Limit Of Indemnity

Deductible Period

Civil Authority

Included

☐ Business Income And Extra Expense (HBIS-82)

Anticipated Project Completion Date

Monthly Limit Of Indemnity

Deductible Period

Business Income

Extra Expense

Civil Authority

Included

Included

Included

☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)

☐ Expediting Expense (HBIS-93)

☐ Extra Expense (HBIS-92)

☐ Marine Model Home Contents Coverage (☐ HBIS-52 –OR– ☐ HBIS-77)

☐ Soft Costs Coverage (HBIS-88)

Anticipated Project Completion Date

Deductible Period

Expense To Mitigate Loss

Civil Authority (coverage extended for 3 additional consecutive weeks)

Included

Included

OPTIONAL COVERAGE EXTENSION (ENDORSEMENT)

☐ Builders Risk Green Building Coverage Extension (HBIS-96)

Aggregate Limit of Liability

“LEED® Building Rating”

Policy Number BR06371803

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: ATC i Communications, Inc.

Effective Date: 02/20/2014
12:01 A.M., Standard Time

Agent Name: WILSON, WASHBURN & FORSTER, INC.

Agent No.: 02115848

FM170001(04/10), IL1201(11/85), HBIS-91(04/09), U-GU-619-A CW(10/02), 40471(04/09), HBIS-1(04/09), HBIS-43(4/09), HBIS-67(04/09), HBIS-65(04/09), HBIS-83(04/09), HBIS-84(04/09), U-GU-692-C CW(06/13), U-GU-767-A(01/08), IL0003(09/08), CM0001(09/04), IL0175(09/07), CM0116(02/12), IL0017(11/98), IL0255(02/12), U-GU-319-F(01/09)

U-GU-619-A CW (10/02)

Builders Risk 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. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss described in this Coverage Form.

1. Covered Property, as used in the Coverage Form, means:

Property which has been installed, or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

- a. Your property;
- b. Property of others for which you are legally responsible;
- c. Paving, curbing, fences and outdoor fixtures;
- d. Trees, shrubs, plants and lawns installed by you or on your behalf;
- e. Completed single family dwelling which is being used as a Model Home when reported to us as such on monthly reports with an amount shown; and
- f. Foundations of buildings and foundations of structures in the course of construction.

2. Property Not Covered

Covered Property does not include:

- a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;
- b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;
- c. Land and water;
- d. "Existing inventory", unless specifically endorsed;
- e. Contractors tools and equipment.

3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property, except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

- a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by collapse of all or part of a building or structure insured under this Coverage Form, if the collapse is caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; or "water damage"; but only if the causes of loss are otherwise covered in this Coverage Form;
- (2) Hidden decay;
- (3) Hidden insect or vermin damage;
- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

- (1) We will pay for direct physical loss or damage which is caused by or results from a Covered Cause of Loss, to scaffolding, construction forms and temporary structures, including fully enclosed office and fully enclosed tool trailers, but only while they are at a construction site you have reported to us. The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.
- (2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property. This debris must result from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the limit of insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the limit of insurance applicable to the property up to, but not exceeding the amount shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

- (1) Extract "pollutants" from land or water; or
- (2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

- (1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance.

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

The value will be based on the blank materials for reproducing the records and labor to transcribe or copy the records when there is a duplicate. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay under this Additional Coverage is the amount shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor, or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay under this Additional Coverage is the amount shown on the Supplemental Declarations for Pollutant Clean-Up And Removal for the sum of all expenses which are incurred as a result of all Covered Causes of Loss during each separate 12 month period from the effective date of the policy.

No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

- (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- (ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and
- (iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable limit of insurance for that location at the construction site.

This only applies when the ordinance or law went into effect after the start of the construction of the structure or dwelling.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, caused by enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost is the amount of loss or damage or the amount shown in the Supplemental Declarations for Demolition Cost Coverage, whichever is less.

(3) Increased Cost Of Construction Coverage

- (a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.
 - (b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph (c) below.
 - (c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the amount shown in the Supplemental Declarations for Increased Cost Of Construction Coverage, whichever is less.
- (4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the limit shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.
- (5) We will not pay under:
- (a) Coverage For Loss To The Undamaged Portion Of The Building Or Structure;
 - (b) Demolition Cost Coverage; or
 - (c) Increased Cost Of Construction Coverage
- for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".
- (6) In the event that this policy is endorsed to provide coverage for existing buildings or structures, or the policy covers renovation, remodeling or other work being done on such buildings or structures, this Additional Coverage shall not apply to such buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. We will be the sole judge as to the payment and amount of reimbursement.

The most we will pay for this Additional Coverage is the amount shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

- (1) We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.
- (2) We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

(3) The most we will pay for this Additional Coverage is the amount shown in the Supplemental Declarations for Property At A Temporary Storage Location.

I. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the amount shown in the Supplemental Declarations for Property In Transit.

B. EXCLUSIONS

1. We will not pay for a loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

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

(3) Insurrection, rebellion, revolution, usurped power or action taken by government authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether driven by wind or not;
- (2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- (3) Mudslide or mudflow;
- (4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;
- (5) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if water, as described in e.(1) through e.(5) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition;
- b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

- (1) While acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees or leased employees; but theft by employees or leased employees is not covered.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

- c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.
 - d. Shortage of property found on taking inventory.
 - e. Penalties for noncompliance with contract conditions.
 - f. Collapse, except as provided in the **Collapse** Additional Coverage.
 - g. (1) Wear and tear;
 - (2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration;
 - (3) Insects, vermin, rodents;
 - (4) Corrosion, rust, fungus, mold, mildew, rot;
 - (5) Dampness, changes in or extremes of temperatures, freezing;
- However, we will cover freezing loss or damage to property in the building reported to us, if you have shut off the water supply and drained the plumbing systems and appliances or made a reasonable effort to maintain heat in the building.
- (6) Settling, cracking, shrinking, or expansion of any Covered Property.

- h. Rain, snow, sleet, sand or dust if Covered Property is in the open. This does not apply to Covered Property in the custody of a carrier for hire.
 - i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.
 - j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions which contribute in any way to a cause or event excluded in paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance
 of all or part of any Covered Property wherever located.
 - d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal Additional Coverage**.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the limit shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions) and Canada.

2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

- a. At any construction site you have reported;
- b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

- c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

- a. Once your interest in the Covered Property ceases;
- b. Ninety days after initial occupancy of the Covered Property unless:
 - (1) That building is being used as a model home;
 - (2) That building is being remodeled and is a single family dwelling; or
 - (3) That building is being used as a "model home leaseback".
- c. When the Covered Property is leased to or rented to others:
 - (1) For a single family dwelling, when the building is leased or rented to others;
 - (2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or
 - (3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

- d. When you abandon the reported location with no intention to complete it;
- e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term;

Coverage for existing buildings or structures that are being or have been remodeled:

At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

- f. When permanent property insurance applies; or
- g. Once the Covered Property is accepted by the owner or buyer.

4. Reporting Provisions

- a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

- (1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or
 - (2) When you acquire title to the existing structure.
- b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be

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covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

- c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy nor stop us from asserting any right we have under the terms of this policy.
- d. The premium charged is fully earned and no refund is due you when coverage ends.
- e. A dwelling being used as a Model Home must be reported and should be identified as a Model Home.
- f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.
- g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us and you still have that location in your inventory, you may report that location to us a third time.

Coverage for existing buildings or structures that are being or have been remodeled:

If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time (year).

- h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

- a. The term mortgage holder includes trustees.
- b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.
- c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so;
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

- e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. We will not notify the mortgage holder if:
 - (1) You cancel this policy, or
 - (2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to \$25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

- a. Divide the reported value by the "total estimated completed value" of the Covered Property;
- b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph a.;
- c. Subtract the deductible from the figure determined in paragraph b.

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported Value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$100,000 = 1.00$
- b. Amount of loss or damage multiplied by percentage in paragraph a.
 $\$60,000 \times 1.00 = \$60,000$
- c. Deductible amount subtracted from result of paragraph b.
 $\$60,000 - \$1,000 = \$59,000$

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	\$1,000
Reported Value	\$100,000
"Total estimated completed value"	\$120,000
Amount of loss or damage	\$60,000

- a. Reported value divided by "total estimated completed value"
 $\$100,000 / \$120,000 = .833$

- b. Amount of loss or damage multiplied by percentage in paragraph a.

$$\$60,000 \times .833 = \$49,980$$

- c. Deductible amount Subtracted from result of paragraph b.

$$\$49,980 - \$1,000 = \$48,980$$

8. Liberalization Clause

If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Commercial structure" means any structure other than a one to four family dwelling.
2. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.
3. "Existing inventory" means buildings or structures in the course of construction that are more than 30% complete prior to the inception date of this policy.
4. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.
5. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.
6. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.
7. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.
8. "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.
9. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.
10. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.
11. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".
12. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:
 - a. Money or securities;

- b. Converted data;
 - c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.
13. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

Non-Reporting Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

4. Reporting Provisions

a. The premium charged is fully earned and no refund is due to you when coverage ends.

b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

7. Coinsurance

If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No 1.

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$100,000 = 1.00$$

b. Amount of loss x percentage in A

$$\$60,000 \times 1.00 = \$60,000$$

c. Deductible amount subtracted from results in B

$$\$60,000 - \$1,000 = \$59,000$$

Total amount of loss payable = \$59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	\$1,000
Limit of Insurance	\$100,000
"Total Completed Estimated Value"	\$120,000
Amount of loss	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$120,000 = .833$$

b. Amount of loss x percentage in A

$$\$60,000 \times .833 = \$49,980$$

c. Deductible amount subtracted from results in B

$$\$49,980 - \$1,000 = \$48,980$$

Total amount of loss payable = \$48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

Windstorm Percentage Deductible



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

SCHEDULE	
1	846 Palm Beach International Airport, West Palm Beach, FL 33406
Loc. #	Address
Windstorm Deductible Percentage: 3 %	

For loss or damage caused by windstorm, Section D. Deductible is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

With respect to Covered Property, no other deductible applies to windstorm.

The Windstorm Deductible applies whenever there is an occurrence of windstorm.

WINDSTORM DEDUCTIBLE CLAUSE

A. Non Reporting Form

- 1. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage as shown in the Schedule by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to, each location described in the Declarations, if the location sustains loss or damage.
- 2. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the "total estimated completed value" or the Limit of Insurance for that Covered Property.

B. Reporting Form

- 1. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage as shown in the Schedule by the "total estimated completed value" of the location reported to us that has sustained loss or damage. This Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.
- 2. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the "total estimated completed value" reported to us for that Covered Property.

All other terms, conditions, provisions and exclusions of this policy remain unchanged.

Deductible Amendatory Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **D. DEDUCTIBLE** replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more locations sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Florida Notice To Policyholder – Coinsurance Contract



THIS IS A COINSURANCE CONTRACT:

The rate charged in this policy is based upon the use of the coinsurance clause attached to this policy, with the consent of the insured.

Changes In Cancellation Condition



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Paragraph 5. in the **Cancellation** Common Policy Condition is replaced by the following:

5. The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Changes In Valuation Condition



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR
POLICY.
THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS
AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**DISCLOSURE OF PREMIUM
(RELATING TO DISPOSITION OF TRIA)**

SCHEDULE*

(1) Premium attributable to risk of loss from certified acts of terrorism through the end of the policy period based on the extension of the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Extension Act of 2005, ("TRIA") for lines subject to TRIA and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA):

INCLUDED

If TRIA terminates, the portion of this premium attributable to the remaining part of the policy period, as modified by any change shown in (2) of this Schedule, applies to the risk of loss from terrorism after the termination of TRIA.

(2) Premium change upon termination of TRIA or upon applicability of a Conditional Endorsement:

No change unless one of the following is completed -

Return Premium:

Additional Premium:

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

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

A. Disclosure of Premium

In accordance with the TRIA, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of your premium attributable is shown in the Schedule of this endorsement or in the Declarations.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The Act currently provides for no insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year. The federal program established by the Act is scheduled to terminate at the end of

December 31, 2014 unless extended by the federal government.

C. Possibility of Additional or Return Premium

The premium attributable to the risk of loss from certified acts of terrorism coverage is calculated based on the coverage (if any) in effect at the beginning of your policy for certified acts of terrorism. If your policy contains a Conditional Endorsement, the termination of TRIA or extension of the federal program with certain modifications (as explained in that endorsement) may modify the extent of coverage (if any) your policy provides for terrorism. If TRIA terminates or the Conditional Endorsement becomes applicable to your policy, the return premium (if any) or additional premium (if any) shown in (2) of the Schedule will apply. If the level or terms of federal participation change, the premium shown in (1) of the Schedule attributable to that part of the policy period extending beyond such a change may not be appropriate and we will notify you of any changes in your premium.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act ("TRIA"). The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and

must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – LEGAL ACTION AGAINST US

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following replaces the second paragraph of the
Legal Action Against Us Condition:

LEGAL ACTION AGAINST US

Legal action against us involving direct physical loss
or damage to property must be brought within 5 years
from the date the loss occurs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Paragraph 5. of Loss Condition E. Loss Payment in the Commercial Inland Marine Conditions is replaced by the following:

- 5.** Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
- a.** 20 days after we receive the sworn proof of loss and reach written agreement with you; or
 - b.** 30 days after we receive the sworn proof of loss and:
 - (1)** There is an entry of final judgment; or
 - (2)** There is a filing of an appraisal award with us.

Paragraph **A.** does not apply to the Mail Coverage Form.

B. The following provisions are added to Loss Condition **C. Duties In The Event Of Loss** in the Commercial Inland Marine Conditions:

- 1.** A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of claim is given to us in accordance with the terms of this Coverage Part within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

This provision concerning time for submission of claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this Coverage Part under the Legal Action Against Us Condition, including any amendment to that condition.

- 2.** Any inspection or survey by us, or on our behalf, of property that is the subject of a claim, will be conducted with at least 48 hours' notice to you. The 48-hour notice may be waived by you.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. Cancellation For Policies In Effect 90 Days Or Less

a. If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

(a) A material misstatement or misrepresentation; or

(b) A failure to comply with underwriting requirements established by the insurer.

b. However, Paragraph 2.a.(2) does not apply to a first Named Insured whose residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of written notice. Instead, refer to Paragraph C.7.b.(4) of this endorsement.

c. We may not cancel:

(1) On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(2) Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

B. Paragraph 5. of the **Cancellation Common Policy Condition is replaced by the following:**

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the Cancellation Common Policy Condition:

7. Cancellation For Policies In Effect For More Than 90 Days

a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) There has been a failure to comply with underwriting requirements established by us within 90 days of the effective date of coverage;
- (4) There has been a substantial change in the risk covered by the policy;
- (5) The cancellation is for all insureds under such policies for a given class of insureds;
- (6) On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
- (7) On the basis of a single property insurance claim which is the result of water damage, if we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or
- (8) The cancellation of some or all of our policies is necessary to protect the best interests of the public or policyholders and such cancellation is approved by the Florida Office of Insurance Regulation.

b. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the specific reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if cancellation is for nonpayment of premium;

(2) 45 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above, and this policy does not cover a residential structure or its contents; or

(b) Cancellation is based on the reason stated in Paragraph 7.a.(8) above;

(3) 100 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above; and

(b) This policy covers a residential structure or its contents, unless Paragraph 7.b.(4) applies.

However, if cancellation is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation at least 100 days prior to the effective date of cancellation or by June 1, whichever is earlier. Therefore, when cancellation is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of cancellation by June 1; or

(4) 120 days before the effective date of cancellation if:

(a) Cancellation is for one or more of the reasons stated in Paragraphs 7.a.(2) through 7.a.(7) above; and

(b) The first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.

D. The following is added:

Nonrenewal

1. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the specific reason for nonrenewal, at least:

a. 45 days prior to the expiration of the policy if this policy does not cover a residential structure or its contents, or if nonrenewal is for the reason stated in Paragraph D.5.; or

b. 100 days prior to the expiration of the policy if this policy covers a residential structure or its contents, unless Subsection c. or d. applies.

- c. If this policy covers a residential structure or its contents and nonrenewal is to become effective between June 1 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal at least 100 days prior to the effective date of nonrenewal or by June 1, whichever is earlier. Therefore, when nonrenewal is to become effective between September 9 and November 30, we will mail or deliver to the first Named Insured written notice of nonrenewal by June 1. If nonrenewal is due to a revision to this policy's coverage for sinkhole losses or catastrophic ground cover collapse, pursuant to section 627.706, Florida Statutes, then this subsection, c., does not apply. Therefore, in such a case, Subsection b. or d. applies.
 - d. 120 days prior to the effective date of nonrenewal if the first Named Insured's residential structure has been insured by us or an affiliated insurer for at least a five-year period immediately prior to the date of the written notice.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
 3. We may not refuse to renew this policy:
 - a. On the basis of property insurance claims that are the result of an act of God, unless we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;
 - b. On the basis of filing of claims for sinkhole loss. However, we may refuse to renew this policy if:
 - (1) The total of such property insurance claim payments for this policy equals or exceeds the policy limits in effect on the date of loss for property damage to the covered building; or
 - (2) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based; or
- c. Solely on the basis of a single property insurance claim which is the result of water damage, unless we can demonstrate that you have failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.
4. Notwithstanding the provisions of Paragraph D.3., we may refuse to renew this policy if this policy includes Sinkhole Loss coverage. If we nonrenew this policy for purposes of removing Sinkhole Loss coverage, pursuant to section 627.706, Florida Statutes, we will offer you a policy that includes catastrophic ground cover collapse coverage.
 5. Notwithstanding the provisions of Paragraph D.3., we may refuse to renew this policy if nonrenewal of some or all of our policies is necessary to protect the best interests of the public or policyholders and such nonrenewal is approved by the Florida Office of Insurance Regulation.
- E. Limitations On Cancellation And Nonrenewal In The Event Of Hurricane Or Wind Loss – Residential Property**
1. The following provisions apply to a policy covering a residential structure or its contents, if such property has sustained damage as a result of a hurricane or windstorm that is the subject of a declaration of emergency by the Governor and filing of an order by the Commissioner of Insurance Regulation:
 - a. Except as provided in Paragraph E.1.b., we may not cancel or nonrenew the policy until at least 90 days after repairs to the residential structure or its contents have been substantially completed so that it is restored to the extent that it is insurable by another insurer writing policies in Florida. If we elect to not renew the policy, we will provide at least 100 days' notice that we intend to nonrenew 90 days after the substantial completion of repairs.
 - b. We may cancel or nonrenew the policy prior to restoration of the structure or its contents for any of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Material misstatement or fraud related to the claim;
 - (3) We determine that you have unreasonably caused a delay in the repair of the structure; or
 - (4) We have paid the policy limits.

If we cancel or nonrenew for nonpayment of premium, we will give you 10 days' notice. If we cancel or nonrenew for a reason listed in Paragraph b.(2), b.(3) or b.(4), we will give you 45 days' notice.

2. With respect to a policy covering a residential structure or its contents, any cancellation or nonrenewal that would otherwise take effect during the duration of a hurricane will not take effect until the end of the duration of such hurricane, unless a replacement policy has been obtained and is in effect for a claim occurring during the duration of the hurricane. We may collect premium for the period of time for which the policy period is extended.

3. With respect to Paragraph E.2., a hurricane is a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service (hereafter referred to as NHC). The hurricane occurrence begins at the time a hurricane watch or hurricane warning is issued for any part of Florida by the NHC and ends 72 hours after the termination of the last hurricane watch or hurricane warning issued for any part of Florida by the NHC.



Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Mueller

President

David J. Kennedy

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: NO			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Vincent J. Vento Title: Pres Telephone No: 3056200062 Date: 1/28/14		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

ATTACHMENT No. 2

Palm Beach

INTERNATIONAL AIRPORT




COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS

Based on the reviews provided by the Department of Airports Consulting Engineers and the S/DBE Office, it is our intent to award a contract to **ATCI Communications, Inc.** for the below listed project:

**Miscellaneous General Aviation Airport Security Improvements at
North Palm Beach County General Aviation Airport and
Palm Beach County Glades Airport
Palm Beach County Project No. NCGL 12-6
Department of Airports**

Total Amount: \$785,845.06


Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports

(Posted)
RECEIVED
2014 JAN -8 PM 3:08
DEPT. OF AIRPORTS
BLDG. 846. PBIA

(Removed)
RECEIVED
2014 JAN 15 PM 3:15
DEPT. OF AIRPORTS
BLDG. 846. PBIA

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"



January 8, 2014

VIA EMAIL

Gary Sypek
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RE: PBC Project No. NCGL 12-6, Miscellaneous General Aviation Airport Security Improvements, Bid Tabulation and Contract Award Recommendation

Dear Mr. Sypek:

Enclosed for your review are the Bid Tabulation Sheet and a Bid Review Checklist for the referenced project. The Bid Opening was conducted on December 10, 2013 at 2:00 PM, which was the deadline established for submitting the bids.

A total of seven bids were received. The following list provides the Engineer's Estimate, and the value of the bids for the total of the Base Bid, Alternate Bid #1, and Alternate Bid #2:

Engineer's Estimate:	\$882,429.00
ATCI Communications, Inc.	\$785,845.06
Protect Video, Inc.	\$876,730.75
Sitesecure, LLC.	\$916,162.47
Alen Construction Group, Inc.	\$1,014,163.00
Coastland Construction, Inc.	\$1,065,682.08
Hypower, Inc.	\$1,276,990.00
OnPower Services, LLC.	\$1,209,498.50

Based on the bid evaluation performed by our Team, it is our recommendation to award this project to the lowest responsive, responsible bidder; ATCI Communications, Inc. Our recommendation is also contingent on the Department's legal review of the bid documents and the DBE Program Coordinator's review of the DBE subcontractors proposed for this project. The Palm Beach County Department of

1000 N.W. 57th COURT, SUITE 920, MIAMI, FL 33126
TEL (305) 260-2727 • FAX (305) 260-2728



Mr. Gary Sypek
Palm Beach County Department of Airports
January 8, 2014
Page 2

Airports has the right to reject bids that are not in the best interest of the Department, in accordance with the Instructions to Bidders of the Contract Documents.

Should you have any questions regarding the information enclosed or the recommendation provided above, please do not hesitate to give me a call at (305) 677-0372.

Sincerely,

RICONDO & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "David Ramacorti".

David Ramacorti, C.M.
Director

ENCLOSURES

cc: 09-04-0624-1028
C. Portnoy, DOA
J. Allen, DOA
G. Poldy, Big Sky
R. Fletcher, Big Sky
T. Doran, Hillers
J. Kappes, Hillers

				Engineer's Estimate		ATCI COMMUNICATIONS, INC.		PROTECT VIDEO, INC.		SITESECURE, LLC		ALEN CONSTRUCTION GROUP INC.		COASTLAND CONSTRUCTION, INC.		HYPOWER, INC.		ONPOWER SERVICES, LLC	
Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
Base Bid - North Palm Beach County Airport																			
1	Maintenance of Traffic	LS	1	\$12,000.00	\$12,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$2,100.00	\$2,100.00	\$1,130.00	\$1,130.00	\$105,922.00	\$105,922.00	\$26,000.00	\$26,000.00	\$11,538.00	\$11,538.00
2	Mobilization	LS	1	\$70,921.00	\$70,921.00	\$16,794.00	\$16,794.00	\$55,547.78	\$55,547.78	\$12,600.00	\$12,600.00	\$62,291.00	\$62,291.00	\$5,508.00	\$5,508.00	\$84,200.00	\$84,200.00	\$51,538.00	\$51,538.00
3	Training	LS	2	\$2,500.00	\$5,000.00	\$720.00	\$1,440.00	\$2,500.00	\$5,000.00	\$3,150.00	\$6,300.00	\$1,412.50	\$2,825.00	*Incl. with Bid Item 1	N/A	\$3,000.00	\$6,000.00	\$2,154.00	\$4,308.00
16001-1	One 4" schedule 40 PVC conduit direct buried installed earth/rock/sidewalk	LF	100	\$8.00	\$800.00	\$15.00	\$1,500.00	\$17.00	\$1,700.00	\$29.88	\$2,988.00	\$30.51	\$3,051.00	\$28.31	\$2,831.00	\$12.00	\$1,200.00	\$9.70	\$970.00
16001-2	One 4" HDPE directional bored conduit minimum 36" under existing roadway/pavement.	LF	700	\$18.00	\$12,600.00	\$26.00	\$18,200.00	\$17.00	\$11,900.00	\$30.03	\$21,021.00	\$35.03	\$24,521.00	\$28.64	\$20,048.00	\$45.00	\$31,500.00	\$25.85	\$18,095.00
16001-3	One 2" schedule 40 PVC conduit direct buried installed earth/rock/sidewalk	LF	700	\$6.00	\$4,200.00	\$7.00	\$4,900.00	\$17.00	\$11,900.00	\$12.88	\$9,016.00	\$28.25	\$19,775.00	\$12.28	\$8,596.00	\$8.00	\$5,600.00	\$8.75	\$4,725.00
16001-4	One 2" HDPE directional bored conduit minimum 36" under existing roadway/pavement.	LF	1,000	\$15.00	\$15,000.00	\$18.70	\$18,700.00	\$17.00	\$17,000.00	\$18.64	\$19,640.00	\$32.77	\$32,770.00	\$18.73	\$18,730.00	\$40.00	\$40,000.00	\$13.85	\$13,850.00
16001-5	Vehicle Gate #1 power and control system, complete in place.	LS	1	\$10,000.00	\$10,000.00	\$23,430.00	\$23,430.00	\$10,145.00	\$10,145.00	\$29,221.50	\$29,221.50	\$10,848.00	\$10,846.00	\$27,871.00	\$27,871.00	\$35,000.00	\$35,000.00	\$42,488.00	\$42,488.00
16001-6	Vehicle Gate #2 power and control system, complete in place.	LS	1	\$5,000.00	\$5,000.00	\$10,835.00	\$10,835.00	\$6,500.00	\$6,500.00	\$13,686.75	\$13,686.75	\$7,108.00	\$7,108.00		\$13,054.32	\$21,000.00	\$21,000.00	\$17,877.00	\$17,877.00
16001-7	Vehicle Gate #3 power and control system, complete in place.	LS	1	\$7,000.00	\$7,000.00	\$17,369.00	\$17,369.00	\$10,267.00	\$10,267.00	\$22,857.45	\$22,857.45	\$16,686.00	\$16,686.00		\$21,801.26	\$15,000.00	\$15,000.00	\$42,943.00	\$42,943.00
16001-8	Modify existing FBO terminal building power and control system, complete in place	LS	1	\$5,000.00	\$5,000.00	\$4,587.00	\$4,587.00	\$14,762.00	\$14,762.00	\$4,816.35	\$4,816.35	\$3,503.00	\$3,503.00		\$4,584.00	\$13,000.00	\$13,000.00	\$25,077.00	\$25,077.00
16001-9	Vehicle Gate #4 power and control system, complete in place.	LS	1	\$7,000.00	\$7,000.00	\$32,329.00	\$32,329.00	\$10,388.00	\$10,388.00	\$40,875.45	\$40,875.45	\$10,917.00	\$10,917.00		\$38,987.00	\$16,000.00	\$16,000.00	\$60,848.00	\$60,848.00
16001-10	Core drill existing concrete manhole for conduit installation, complete.	EA	15	\$250.00	\$3,750.00	\$165.00	\$2,475.00	\$200.00	\$3,000.00	\$173.25	\$2,598.75	\$226.00	\$3,390.00	\$165.24	\$2,478.60	\$291.00	\$4,365.00	\$254.00	\$3,810.00
16001-11	Modify existing electrical vault electrical and communication distribution system, complete in place	LS	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00	\$5,204.00	\$5,204.00	\$4,620.00	\$4,620.00	\$7,463.00	\$7,463.00		\$4,407.00	\$8,500.00	\$8,500.00	\$9,231.00	\$9,231.00
16001-12	#2, XHHW, 600V conductor installed in new conduit system.	LF	2,000	\$4.00	\$8,000.00	\$3.08	\$6,160.00	\$1.60	\$3,200.00	\$3.23	\$6,460.00	\$7.91	\$15,820.00	\$3.08	\$6,160.00	\$2.25	\$4,500.00	\$2.85	\$5,300.00
16001-13	#4, XHHW, 600V conductor installed in new conduit system.	LF	2,200	\$2.90	\$6,380.00	\$2.26	\$4,972.00	\$1.08	\$2,376.00	\$2.37	\$5,214.00	\$7.35	\$16,170.00	\$2.26	\$4,972.00	\$1.55	\$3,410.00	\$1.95	\$4,290.00
16001-14	#10, XHHW, 600V conductor installed in new conduit system.	LF	900	\$1.10	\$990.00	\$1.05	\$945.00	\$0.75	\$675.00	\$1.10	\$990.00	\$3.17	\$2,853.00	\$1.05	\$945.00	\$1.00	\$900.00	\$0.95	\$855.00
16001-15	Quazite Pullbox 17"W x 30"D x 36"H with Cover installed in earth.	EA	2	\$500.00	\$1,000.00	\$1,540.00	\$3,080.00	\$550.00	\$1,100.00	\$1,617.00	\$3,234.00	\$678.00	\$1,356.00	\$1,542.50	\$3,085.00	\$2,200.00	\$4,400.00	\$862.00	\$1,724.00
16001-16	Re-rack & modify existing manhole, complete.	EA	12	\$150.00	\$1,800.00	\$880.00	\$10,560.00	\$150.00	\$1,800.00	\$1,732.50	\$20,790.00	\$904.00	\$10,848.00	\$1,652.45	\$19,829.40	\$2,015.00	\$24,180.00	\$1,577.00	\$18,924.00
S-1	Demolition at gates, including removal of existing fencing, vehicle gates, gate controllers, loop detectors, card reader pedestals, camera poles, and concrete pads.	LS	1	\$17,455.00	\$17,455.00	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$6,208.13	\$6,208.13	\$11,300.00	\$11,300.00		\$26,412.00	\$11,345.00	\$11,345.00	\$17,654.00	\$17,654.00
S-2	Site preparation, including trenching, excavation, backfilling, patching, and new concrete pads.	LS	1	\$9,691.00	\$9,691.00	\$9,000.00	\$9,000.00	\$17,213.00	\$17,213.00	\$14,700.00	\$14,700.00	\$8,272.00	\$8,272.00		\$10,688.00	\$4,250.00	\$4,250.00	\$4,231.00	\$4,231.00
S-3	Fencing, gates & gate operators, including new chain link fencing, vehicle gates, gate operators, concrete bollards, and signage.	LS	1	\$48,120.00	\$48,120.00	\$77,000.00	\$77,000.00	\$105,394.00	\$105,394.00	\$103,822.95	\$103,822.95	\$101,576.00	\$101,576.00		\$97,862.00	\$115,000.00	\$115,000.00	\$138,591.00	\$138,591.00
S-4	Access Control System, including new headend server, software, workstations, printers, controllers, network equipment, patch panels, connections, terminations, power supplies, UPS units, TVSS, key cards (ID badges), card readers, pedestals, Knox boxes, sensors, loop detectors, video intercoms, enclosures, cabinets, racks, back boxes, spares, and ancillary equipment.	LS	1	\$176,367.00	\$176,367.00	\$79,056.10	\$79,056.10	\$143,689.95	\$143,689.95	\$178,544.10	\$178,544.10	\$74,580.00	\$74,580.00		\$207,699.00	\$217,125.00	\$217,125.00	\$199,055.00	\$199,055.00
S-5	Video Surveillance System, including new software, SAN, controls, monitors, cameras, poles, power supplies, TVSS, spares, and ancillary equipment.	LS	1	\$86,527.00	\$86,527.00	\$147,807.74	\$147,807.74	\$85,683.82	\$85,683.82	\$56,630.70	\$56,630.70	\$108,882.00	\$108,882.00		\$115,162.00	\$130,000.00	\$130,000.00	\$80,885.00	\$80,885.00
S-6	Communications cabling and conduit, including new emt, RGS and PVC conduit, fiber optic cabling, fiber splice kits, copper conductors, pull boxes, junction boxes, terminations, and ancillary equipment.	LS	1	\$58,041.00	\$58,041.00	\$40,967.25	\$40,967.25	\$85,386.95	\$85,386.95	\$72,462.50	\$72,462.50	\$191,224.00	\$191,224.00		Included with Bid Item S-5	\$58,740.00	\$58,740.00	\$104,615.00	\$104,615.00
Total Base Bid Amount - North Palm Beach County Airport					\$576,642.00		\$542,007.09		\$619,342.50		\$661,377.63		\$749,167.00		\$767,640.58		\$881,215.00		\$883,420.00

Bidder's Total \$64,991.55

\$767,642.00

Alternate Bid 1 - Pedestrian Gates - North Palm Beach County Airport

AS1-3	Bid Alternate No. 1 - Pedestrian Gates, including new controllers, card readers, sensors, locks, power supplies, cameras, poles, TVSS, copper conductors, pull boxes, junction boxes, terminations, conduit, electrical, and ancillary equipment.	LS	1	\$82,765.00	\$82,765.00	\$68,311.76	\$68,311.76	\$61,290.00	\$61,290.00	\$55,799.53	\$55,799.53	\$72,218.00	\$72,218.00		\$92,593.00	\$97,000.00	\$97,000.00	\$49,538.00	\$49,538.00
16001-3	One 2" schedule 40 PVC conduit direct buried installed earth/rock	LF	300	\$6.00	\$1,800.00	\$12.27	\$3,681.00	\$17.00	\$5,100.00	\$12.88	\$3,864.00	\$28.25	\$8,475.00	\$12.28	\$3,684.00	\$7.10	\$2,130.00	\$6.75	\$2,025.00
16001-4	One 2" schedule 40 PVC directional bored conduit minimum 36" under existing pavement.	LF	650	\$15.00	\$9,750.00	\$18.70	\$12,155.00	\$17.00	\$11,050.00	\$19.64	\$12,766.00	\$35.00	\$22,750.00	\$16.73	\$12,174.50	\$11.50	\$7,475.00	\$13.85	\$9,002.50
Total Bid Amount, Alternate Bid 1 - Pedestrian Gates - North Palm Beach County Airport					\$94,315.00		\$84,147.76		\$77,440.00		\$72,429.53		\$103,443.00		\$108,441.50		\$106,605.00		\$60,565.50

Bidder's Total \$84,148.26

\$108,441.50

				Engineer's Estimate		ATCI COMMUNICATIONS, INC.		PROTECT VIDEO, INC.		SITESECURE, LLC		ALEN CONSTRUCTION GROUP INC.		COASTLAND CONSTRUCTION, INC.		HYPOWER, INC.		ONPOWER SERVICES, LLC	
Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
Alternate Bid 2- Palm Beach County Glades Airport																			
1	Maintenance of Traffic	LS	1	\$4,000.00	\$4,000.00	\$3,560.00	\$3,560.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$565.00	\$565.00	-	\$19,861.00	\$15,100.00	\$15,100.00	\$8,538.00	\$8,538.00
2	Mobilization	LS	1	\$27,058.00	\$27,058.00	\$6,000.00	\$6,000.00	\$22,267.00	\$22,267.00	\$4,914.00	\$4,914.00	\$21,301.00	\$21,301.00		\$2,203.00	\$28,400.00	\$28,400.00	\$16,154.00	\$16,154.00
3	Training	LS	2	\$2,500.00	\$5,000.00	\$360.00	\$720.00	\$1,500.00	\$3,000.00	\$3,150.00	\$6,300.00	\$706.50	\$1,413.00	Included with Bid	\$1,000.00	\$2,000.00	\$1,757.00	\$3,514.00	
16001-1	One 2" schedule 40 PVC conduit direct buried installed earth/rock.	LF	50	\$7.00	\$350.00	\$12.27	\$613.50	\$20.00	\$1,000.00	\$12.88	\$644.00	\$28.50	\$1,425.00	\$12.27		\$8.00	\$300.00	\$8.75	\$337.50
16001-2	One 2" schedule 40 PVC conduit installed under existing pavement.	LF	10	\$20.00	\$200.00	\$28.33	\$283.30	\$20.00	\$200.00	\$29.74	\$297.40	\$28.50	\$285.00	\$28.42		\$1,680.00	\$16,800.00	\$23.10	\$231.00
16001-3	One 1" schedule 40 PVC conduit direct buried installed earth/rock.	LF	50	\$5.00	\$250.00	\$28.27	\$1,413.50	\$20.00	\$1,000.00	\$29.68	\$1,484.00	\$28.50	\$1,425.00	\$28.31		\$2.50	\$125.00	\$6.80	\$330.00
16001-4	One 1" schedule 40 PVC conduit installed under existing pavement.	LF	10	\$14.00	\$140.00	\$37.62	\$376.20	\$20.00	\$200.00	\$39.50	\$395.00	\$28.50	\$285.00	\$37.68		\$820.00	\$8,200.00	\$22.75	\$227.50
16001-5	Modify existing Terminal Building/Maintenance Hangar, complete	LS	1	\$11,000.00	\$11,000.00	\$7,782.50	\$7,782.50	0-Included In bid item S-4	N/A	\$8,171.63	\$8,171.63	\$6,328.00	\$6,328.00		\$7,794.00	\$4,650.00	\$4,650.00	\$25,077.00	\$25,077.00
16001-6	#10, XHHW, 600V conductor installed in new conduit system.	LF	1,100	\$1.70	\$1,870.00	\$1.05	\$1,155.00	\$0.75	\$825.00	\$1.00	\$1,100.00	\$3.17	\$3,487.00	\$0.95		\$1.00	\$1,100.00	\$0.95	\$1,045.00
16001-7	New Gate control pedestal, complete.	LS	1	\$3,500.00	\$3,500.00	\$4,675.00	\$4,675.00	\$5,130.00	\$5,130.00	\$4,908.75	\$4,908.75	\$3,051.00	\$3,051.00		\$4,682.00	\$5,770.00	\$5,770.00	\$80,846.00	\$80,846.00
S-1	Site preparation, including trenching, excavation, backfilling, patching, new concrete pads, concrete bollards, and signage.	LS	1	\$4,455.00	\$4,455.00	\$450.00	\$450.00	\$6,956.00	\$6,956.00	\$619.50	\$619.50	\$339.00	\$339.00		\$4,175.00	\$7,225.00	\$7,225.00	\$4,231.00	\$4,231.00
S-2	Access Control System, including new headend server, software, printers, controllers, network equipment, patch panels, connections, terminations, power supplies, UPS units, TVSS, key cards (ID badges), card readers, pedestals, sensors, loop detectors, vid	LS	1	\$89,741.00	\$89,741.00	\$72,691.60	\$72,691.60	\$62,030.15	\$62,030.15	\$105,043.58	\$105,043.58	\$26,268.00	\$26,266.00		\$75,851.00	\$85,420.00	\$85,420.00	\$93,512.00	\$93,512.00
S-3	Video Surveillance System, including new software, SAN, controls, cameras, poles, power supplies, TVSS, spares, and ancillary equipment.	LS	1	\$57,795.00	\$57,795.00	\$55,677.61	\$55,677.61	\$66,012.10	\$66,012.10	\$41,862.45	\$41,862.45	\$77,089.00	\$77,089.00		\$75,034.00	\$84,480.00	\$84,480.00	\$35,085.00	\$35,085.00
S-4	Communications cabling and conduit, including new emt and PVC conduit, copper conductors, pull boxes, junction boxes, terminations, and ancillary equipment.	LS	1	\$6,113.00	\$6,113.00	\$4,292.00	\$4,292.00	\$10,328.00	\$10,328.00	\$5,565.00	\$5,565.00	\$18,304.00	\$18,304.00	Included with Bid Item S-3	\$29,800.00	\$29,600.00	\$18,385.00	\$18,385.00	
Total Bid Amount, Alternate Bid 2 - Palm Beach County Glades Airport				\$211,472.00		\$159,690.21		\$179,948.25		\$182,355.31		\$161,563.00		\$189,600.00		\$289,170.00		\$265,513.00	
				Bidder's Total		\$159,690.21		✓		\$182,355.29		✓		\$193,337.00 - does not include missing totals from above		✓		✓	

Total Bid Amount - Base Bid Plus Alternate 1	\$670,957.00	\$626,154.85	\$696,782.50	\$733,807.16	\$852,600.00	\$876,082.08	\$987,820.00	\$943,985.50
Total Bid Amount - Base Bid Plus Alternate 2	\$788,114.00	\$701,697.30	\$799,290.75	\$843,732.94	\$910,720.00	\$957,240.58	\$1,170,385.00	\$1,148,933.00
Total Amount - Base Bid, Plus Alternate Bid 1 Plus Alternate Bid 2	\$882,429.00	\$785,845.06	\$876,730.75	\$916,162.47	\$1,014,163.00	\$1,065,682.08	\$1,276,990.00	\$1,209,498.50
Bidder's Total Base Bid Plus Alternate 1	\$626,137.85		✓	✓	✓	\$876,084.00	✓	✓
Bidder's Total Base Bid Plus Alternate 2	\$701,676.00		✓	✓	✓	\$960,960.00	✓	✓
Bidder's Total Base Bid Plus Alternates - - 2	\$785,822.25		✓	✓	✓	\$1,069,421.00	✓	✓

				Engineer's Estimate		ATCI COMMUNICATIONS, INC.		PROTECT VIDEO, INC.		SITESECURE, LLC		ALEN CONSTRUCTION GROUP INC.		COASTLAND CONSTRUCTION, INC.		HYPOWER, INC.		ONPOWER SERVICES, LLC				
Bid Item	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)			
DISCREPANCIES ON BIDDER'S BIDFORMS:				ATCI COMMUNICATIONS, INC.		PROTECT VIDEO, INC.		SITESECURE, LLC		ALEN CONSTRUCTION GROUP, INC.		COASTLAND CONSTRUCTION, INC.		HYPOWER, INC.		ONPOWER SERVICES						
				LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment	LINE ITEM NO.	Comment					
				BASE BID:		BASE BID:		BASE BID:		BASE BID:		BASE BID:		BASE BID:		BASE BID:						
				24	\$11 math error	No Discrepancies Found		No Discrepancies Found		No Discrepancies Found		13	\$2 math error	No Discrepancies Found		No Discrepancies Found						
				25	\$4.50 math error							14	\$2 math error									
				34	\$15.50 math error							15	\$2 math error									
												17,18,19 & 20	No Unit Prices									
												21	\$0.40 math error									
												22	No Unit Price									
												23	\$9.00 math error									
								24		\$4 math error												
								25		\$3 math error												
								27		\$0.40 math error												
								28,29,30 & 31		No Unit Prices												
								34		\$2.42 math error												
ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:		ALTERNATE BID 1:								
38	\$1.50 math error	No Discrepancies Found		No Discrepancies Found		No Discrepancies Found		37	No Unit Price	No Discrepancies Found		39	\$0.10 math error									
40	\$1.50 math error							38	\$1.00 math error													
								39	\$1.50 math error													
								40	\$0.50 math error													
ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:		ALTERNATE BID 2:								
46	\$0.25 math error	No Discrepancies Found		No Discrepancies Found		47	\$0.34 math error	No Discrepancies Found		43 & 44	No Unit Prices	No Discrepancies Found										
47	\$0.05 math error					57	\$0.02 math error			46,47,48 & 49	No Total Amounts											
51	\$5.50 math error									50	No Unit Price											
57	\$5.80 math error									51	No Total Amount											
								52,53,54, & 55		No Unit Prices												
								57		\$3,737 math error												
										PLUS Missing Totals??												
TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:		TOTAL BID AMOUNTS:								
Base + Alt 1	\$17.00 math error	Base + Alt 1	No Discrepancies	Base + Alt 1	No Discrepancies	Base + Alt 1	No Discrepancies	Base + Alt 1	No Discrepancies	Base + Alt 1	\$1.92 math error	Base + Alt 1	No Discrepancies	Base + Alt 1	No Discrepancies							
Base + Alt 2	\$21.30 math error	Base & Alt 2	No Discrepancies	Base & Alt 2	No Discrepancies	Base & Alt 2	\$6.98 math error	Base & Alt 2	No Discrepancies	Base & Alt 2	\$3,739.42 math error	Base & Alt 2	No Discrepancies	Base & Alt 2	No Discrepancies							
Base + Alts 1 & 2	\$22.81 math error	Base + Alts 1 & 2	No Discrepancies	Base + Alts 1 & 2	No Discrepancies	Base + Alts 1 & 2	\$0.02 math error	Base + Alts 1 & 2	No Discrepancies	Base + Alts 1 & 2	\$3,738.92 math error	Base + Alts 1 & 2	No Discrepancies	Base + Alts 1 & 2	No Discrepancies							
Totals DO NOT include missing Total Amounts in Bidder's Bid Price Form																						

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Description	ATCI COMMUNICATIONS, INC.	PROTECT VIDEO	SITSECURE, LLC	ALEN CONSTRUCTION GROUP	COASTLAND CONSTRUCTION, INC.	HYPOWER INC.	ONPOWER SERVICES, LLC
Addendum No. 1 Acknowledgment	✓	✓	✓	✓	X	✓	✓
Addendum No. 2 Acknowledgment	✓	✓	✓	✓	X	✓	✓
Addendum No. 3 Acknowledgment	✓	✓	✓	✓	X	✓	✓
Addendum No. 4 Acknowledgment	✓	✓	✓	✓	X	✓	✓
Bid Form Letter Pages BF-2 and BF-3	✓	✓	✓	✓	✓	✓	✓
Bid Price Form Completed (Attachment 1)	✓	✓	✓	✓	✓	✓	✓
Milestone and Damages Data (Attachment 2)	✓	✓	✓	✓	✓	✓	✓
Designation of Subcontractors Completed (Attachment 3)	✓	✓	✓	✓	✓	✓	✓
Prime Contract Work Completed (Attachment 4)	✓	✓	✓	✓	✓	X Used 6/13/13 Addendum No. 5 Form	✓
Bid Bond Included (Attachment 5)	✓	✓	✓	✓	✓	✓	Conflicting dates - Dec/Nov/July; manual date change on pg 1
Surety - U.S. Treasury Listed (Part of Attachment 5)	✓	✓	✓	✓	✓	✓	
Partnership Certificate Complete (If Applicable) (Attachment 6a)	N/A	N/A	N/A	N/A	X	N/A	N/A
Limited Liability Certificate Complete (If Applicable) (Attachment 6b)	N/A	N/A	✓	N/A	X	N/A	✓
Statement of Participation in Contracts subject to Non- Discrimination Clause (Attachment 7)	✓	✓ (3 copies - Indicated has NOT)	✓	✓	✓	✓	✓
Sched. 1 - List of Proposed DBE Subcontractors (Goal: 13.0%) (Attachment 8) - Base Bid	Refer to attached DBE review						
Sched. 1 - List of Proposed DBE Subcontractors (Goal: 13.0%) (Attachment 8) - Alternate Bid #1	Refer to attached DBE review						
Sched. 1 - List of Proposed DBE Subcontractors (Goal: 13.0%) (Attachment 8) - Alternate Bid #2	Refer to attached DBE review						
Sched. 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - Base Bid	Refer to attached DBE review						
Sched. 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - Alternate Bid #1	Refer to attached DBE review						
Sched. 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - Alternate Bid #2	Refer to attached DBE review						
Sched. 3 - Demonstration of Good Faith Efforts (Attachment 10) - Base Bid	Refer to attached DBE review						
Sched. 3 - Demonstration of Good Faith Efforts (Attachment 10) - Alternate Bid #1	Refer to attached DBE review						
Sched. 3 - Demonstration of Good Faith Efforts (Attachment 10) - Alternate Bid #2	Refer to attached DBE review						
Sched. 6 - Bidder and Subcontractor Information (Attachment 11) - Base Bid	Refer to attached DBE review						
Sched. 6 - Bidder and Subcontractor Information (Attachment 11) - Alternate Bid #1	Refer to attached DBE review						
Sched. 6 - Bidder and Subcontractor Information (Attachment 11) - Alternate Bid #2	Refer to attached DBE review						

Description	ATCI COMMUNICATIONS, INC.	PROTECT VIDEO	SITSESECURE, LLC	ALEN CONSTRUCTION GROUP	COASTLAND CONSTRUCTION, INC.	HYPOWER INC.	ONPOWER SERVICES, LLC
Certification of Non-Segregated Facilities (Attachment 12)	✓	✓	✓	✓	✓	✓	✓
Trench Safety Affidavit (Attachment 13)	✓	✓	✓	✓	✓	✓	✓
Buy American Certificate (Attachment 14)	✓	✓	✓	✓	✓	✓	✓
Certification Regarding Foreign Participation (Attachment 15)	✓	✓	✓	✓	✓	✓	✓
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment 16)	✓	✓	✓	✓	✓	✓	✓
Form of Non-Collusion Affidavit (Attachment 17)	✓	✓	✓	✓	✓	✓	✓
Bidder Qualification Questionnaire (Attachment 18)	?	?	?	?	?	?	?
Meets Qualifications in Attachment 18	?	?	?	?	?	?	?
E-Verification Certification (Attachment 19)	✓	✓	✓	✓	✓	✓	✓
Safety Plan Compliance Document (SPCD) Certification (Attachment 20)	✓	✓	✓	✓	✓	✓	✓

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Laura Beebe, Deputy Director, Airport Business Affairs



DATE: January 8, 2014

RE: Misc. General Aviation Security Improvements, Project No. NCGL 12-6

I have reviewed the bids submitted in response to the Invitation for Bids issued for Misc. General Aviation Security Improvements, Project No. NCGL 12-6. The bid submitted by the apparent low bidder, ACTi Communications, Inc., is responsive to the DBE requirements.

With the exception of OnPower Services, LLC, all other bidders achieved the DBE goal and are responsive to the DBE requirements, subject to correction/clarification of minor, non-material irregularities.

OnPower Services, LLC, is not responsive to the DBE requirements. I was unable to verify one of its listed subcontractors, Tropic Fence, is certified as a DBE, which resulted in a reduction in the DBE participation. In addition, the dollar amount of B&E Electrical Supply's quotes should have been reduced to 60% for purposes of determining DBE participation as indicated in the IFB, which resulted in a further reduction in DBE participation. OnPower also failed to complete Schedule 3, demonstrating good faith efforts to achieve the DBE goal, which is a requirement when the DBE goal is not achieved.

If you have any questions, please let me know.

Enc. (1)

Miscellaneous GA Airport Security Improvements (Project No: NCGL 12-6)									
	Protect Video	DBE (\$)	DBE (%)	Alen Construction Group	DBE (\$)	DBE (%)	Site Secure, LLC	DBE (\$)	DBE (%)
Base Bid	\$ 619,342.50	\$ 454,576.50	73%	\$ 749,157.00	\$ 597,969.26	80%	\$ 661,377.63	\$ 185,090.00	28%
Alternate 1	\$ 77,440.00	\$ 71,940.00	93%	\$ 103,443.00	\$ 88,992.90	86%	\$ 72,429.53	\$ 18,195.00	25%
Alternate 2	\$ 179,948.25	\$ 171,528.25	95%	\$ 161,563.00	\$ 120,224.78	74%	\$ 182,355.29	\$ 16,716.50	9%
Total Base Bid + all Alternates	\$ 876,730.75	\$ 698,044.75	80%	\$ 1,014,163.00	\$ 807,186.94	80%	\$ 916,162.45	\$ 220,001.50	24%
	AICI Communications, Inc.	DBE (\$)	DBE (%)	Hypower, Inc.	DBE (\$)	DBE (%)	Coastland Construction, Inc.	DBE (\$)	DBE (%)
Base Bid	\$ 541,991.59	\$ 70,460.00	13%	\$ 881,215.00	\$ 269,866.00	31%	\$ 767,643.00	\$ 464,936.00	61%
Alternate 1	\$ 84,146.26	\$ 10,940.00	13%	\$ 106,605.00	\$ 63,648.00	60%	\$ 108,441.00	\$ 89,243.00	82%
Alternate 2	\$ 159,684.41	\$ 20,760.00	13%	\$ 289,170.00	\$ 136,965.56	47%	\$ 193,337.00	\$ 153,681.56	79%
Total Base Bid + all Alternates	\$ 785,822.26	\$ 102,160.00	13%	\$ 1,276,990.00	\$ 470,479.56	37%	\$ 1,069,421.00	\$ 707,860.56	66%
	OnPower Services	DBE (\$)	DBE (%)						
Base Bid	\$ 883,420.00	\$ 1,325.13	0%						
Alternate 1	\$ 60,565.50	\$ 4,256.11	7%						
Alternate 2	\$ 265,513.00	\$ 20,710.01	8%						
Total Base Bid + all Alternates	\$ 1,209,498.50	\$ 26,291.25	2%						