Agenda Item: 3F1

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# **AGENDA ITEM SUMMARY**

Meeting Date: May 20, 2014	[x]	Consent	[ ] Regular
Department:	[]	Workshop	[ ] Public Hearing
Submitted By: Department of Airports			
Submitted For:			
EXE	CUTIVE	BRIEF	
Motion and Title: Staff recommends mot M-3: Interior Signage Improvements at Palm with The Morganti Group, Inc. for a time ext cost.	Beach	International Ai	irport (PBIA) of the contrac
Summary: The CM at Risk Contract with T for Terminal Improvements at PBIA was approached. The Contract is for 2 years with 3 or based contract for CM at Risk Services at Connecticut, based firm; however, the wor regional office in Palm Beach County. Task the amount of \$97,240 was approved by the No. 1 in the amount of \$1,483 approved by contract time by 90 Calendar Days. Approve additional 86 Calendar Days due to permitting to PPM CW-F-50, this Change Order is being cumulative time extension exceeding the lime Business Enterprise (DBE) goal for this concentrated Countywide (JCM)	oroved ne (1) PBIA. k will M-3: I Depa the Cl al of Ch g issue ng brou nit of 1 ntract	by the Board year renewal of The Morganti be directly manterior Signage the T	on June 4, 2013 (R-2013 pptions and is a task orderoup, Inc. is a Danbury anaged by their southeas at Improvements at PBIA in 24, 2013. Change Orderous 18, 2013 extended the co. 2 will extend the time ar increase in cost. Pursuan ard for approval due to the Days. The Disadvantaged DBE participation for this
Background and Justification: Task I illuminated way finding signage in the Termir permits were issued by Palm Beach County electrical connections were thought to be However, during final inspection of the new exceeded the licensing threshold of a signage be enlisted for the project and was required to electrical connections/work that were greater of new signs. The electrical permit procurem that the time for this task be extended by 86 County 100 miles and 100 miles 100	nal and Buildir cove signs it e cont o proc than 1 ent an	Concourses.  Ing Department,  Ired by the si  I was determined  I ractor. An elect  I ure an electrical  I feet from the  I subsequent in	, all of the permitted signs ign contractor's licensing ed that the electrical scope trical subcontractor had to al 'no fee' sub-permit for al electrical connection poin
Attachments:			
1. Change Order No. 2 to Task M-3 of the Contra	act with	The Morganti G	roup, Inc. (3 originals)
	1		
Recommended By: Departme	nt Dire	ector	<u> </u>

**County Administrator** 

Approved By: 💯

# **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fisc	al Impact:				
Fiscal Years	2014	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>
Capital Expenditures Operating Costs External Revenues (Grants) Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	*				
# ADDITIONAL FTE POSITIONS (Cumulative)				,	
Is Item Included in Current Bu Budget Account No: Fund	dget? Yes Depar	S No rtment	 Unit	Obj	ect
Repor	ting Category	/			
B. Recommended Sources of	Funds/Summ	nary of Fisca	I Impact:		
*There is no Fiscal Impact	for this item.				
C. Departmental Fiscal Review	n:	1 Simm	<u> </u>		
	III. REVIEW	COMMENTS	e.		
A. OFMB Fiscal and/or Contra	ct Developm	ent and Cont	rol Commen	ts:	
OFMB AM 4/23	2014	Contr 4-2 s	ract Dev, and	Control 4	128/14
B. Legal Sufficiency:					
Assistant County Attorney	5/1/14				
C. Other Department Review:					
Department Director	_				
REVISED 9/03 ADM FORM 01					

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

CHANGE ORDER	0			
	Owner Initiate Differing Site Conditions Zoning/Code/Ordinance Errors/Omissions/In Des	Changes		Quantity Overruns/Underruns Request By Another Agency/Outside Party A. Reimbursable   B. Non-Reimbursable Other
PROJECT:	Task M3 Terminal Signage Palm Beach International The Morganti Group 1450 Centrepark Blvd.,	Airport	A.	CHANGE ORDER NO: Two(2) COUNTY/FAA PROJECT NO: PB12-14 CONTRACT DATE: June 4, 2013 RESOLUTION NO.R-2013-0663,(Contract) TASK M3 APPROVED BY DEPARTMENT: 6/24/13 DISTRICT # Countywide
	West Palm Beach, Flor			
permitted sign during final in threshold of a required to profeet from the inspection profeet from the inspection profeet from the inspection profeet from the inspection profeet from the ASSOCIATED, DI DELAYS OR DISETHE ABOVE-STATE THE ORIGINAL O	iginal signage permits was electrical connections was electrical connections was electrical connection. A coure an electrical 'no fee electrical connection poocess required that the time of the control	were thought to be ns it was determin n electrical subcor 's sub-permit for all int of new signs. ne for this task be e  VLEDGES FINAL SETTL H THE ABOVE STATE AUSED BY, OR INCIDEN UTES, IN WHOLE OR PA  Ce (GMP) was  ange Order  will be increased by	covered that a tractor electrica. The electrica electrica extended EMENT OID MODIFICATION, SURT, A CAR	each County Building Department, all of the ed by the sign contractor's licensing. However, at the electrical scope exceeded the licensing related to be enlisted for the project and was cal connections/work that were greater than 10 electrical permit procurement and subsequented by 86 Calendar Days.  OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME EICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE UCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT ARDINAL CHANGE TO THE CONTRACT.  \$97,240.00 \$1,483.00 \$98,723.00 \$0.00 \$98,723.00  \$98,723.00  March 20, 2014
N/A	, , , , , , , , , , , , , , , , , , ,	The Morganti Grou	ıp Inc.	PBC Bd Of County Commissioners
Architect		Contractor		Owners
Address		Address	V.	Address
		1450 Centrepark E	Blyd., Sui	uite 260 PO Box 21229
2		West Palm Beach,	Florida 3	33401 West Palm Beach, Fl 33416-1229
Ву:		By:		Ву:
Date:		Date: 4-14-1	4	Date:
Attest: SHARC Clerk &		ACH COUNTY DEPAPEROVED AS TO		Approved as to Form and Legal Sufficiency
By:	Denuty Clerk	-1 1		By: May County Attorney

Director of Airports

#### PALM BEACH COUNTY INTERNATIONAL AIRPORT PBI Terminal Improvements - CMR

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

CONTRACT
APPROVED ON: 6/4/2013
RESOLUTION NCR-2013-0663
CONTRACT TIME2 Yrs with an option of 3 - 1yr renewals

Expiration

6/4/2015

REF DOC	DESCRIPTION	TIME(Cal Days)	DBE Participation	AMOUNT	CHANGE ORDER OR ADJUSTMENT	FINAL AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TASK CLOSED
Amendment 1	Task M1 Building 3400 Interior Improvements-GMP	180	13.08%	\$1,130,000.00						July 2 2013 Board Meeting (R2013- 0829)	
	CO No 1 Tenant Improvements to Server Room	0			\$33,290.00	\$1,163,290.00				Nov 19 Board Meeting due to Budget Transfer	
	GMP Adjustment	0									
Amendment 2	Task M2 Emergency Phone System - GMP	70	0.00%	\$190,000.00					\$190,000.00	July 16, 2013 Board Meeting (R2013- 0866)	
	GMP Adjustment				-\$7,141.00	\$182,859.00					3/5/14 CRC
Task M3 (work order)	PBI Interior Signage	90	60.50%	\$97,240.00			\$97,240.00			Approved on 6/24/13	
	CO No 1	90			\$1,483.00	\$98,723.00		\$1,483.00		12/18/13 CRC	
	CO No 2	86							86 Cal Day time extension for a total of 264 days		
mendment 3	Task M4 Traffic Deck Coating	180	68.92%	\$519,242.00					\$519,242.00	Approved on 9/10/13 (R-2013-1150)	
	CO No 1	30			\$8,954.00	\$528,196.00				Pending - Value Engineering in progress	
	Task M5 Security Improvements									Pending - Value Engineering in progress	
Amendment 4	Task M6 Airport Overflow Lot	75	5.00%	\$400,000.00					\$400,000.00	11/19/13 Board Meeting (R2013- 1630)	
									\$2,272,532.00		

Notes:

Approval Authority for Task Authorizations (CM @ Risk) - No cummulative tracking Document
Task Order
Lead Dept
Lead Dept
Less than \$100,000
\$100,000 <\$200,000

Document Task Order Task Order Amendment

BCC

≥ \$200,000

Approval Authority \*Time

CO Value \$0-50,000 Authority Lead Dept \$50,001-100,000 CRC

Cumulative Days 0-30 days 31-90 120

Authority Lead Dept CRC BCC

>\$100,001 BCC Time Extensions in excess of 90 Days must be approved by the Board and does not count towards the Cumulative Limit

Cumulative Value - Revised as of 6/24/09

When the cumulative value of changes or additional work exceeds the greater of \$250,000 or 5% of the original contract then it must be brought to the board. The cumulative value is then reset to 0.

# ®

## CERTIFICATE OF LIABILITY INSURANCE

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 Aon Risk Services Northeast, Inc.	CONTACT NAME:						
Boston MA Office One Federal Street Boston MA 02110 USA	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.); (800) 363-01	05					
	E-MAIL ADDRESS:						
	INSURER(S) AFFORDING COVERAGE						
INSURED	INSURER A: Zurich American Ins Co	16535					
The Morganti Group, Inc. 1450 Centrepark Boulevard Suite 260 West Palm Beach FL 33401 USA	INSURER B: National Union Fire Ins Co of Pittsburgh	19445					
	INSURER C: Catlin Specialty Insurance Company	15989					
	INSURER D:						
	INSURER E:						
	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 570050518433 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.

	CLUSIONS AND CONDITIONS OF SUCH						Lillie Silvi	wn are as requested
INSR LTR	TYPE OF INSURANCE	INSR	SUBR	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL0386731506	07/01/2013	07/01/2014	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
		1					PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT X LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
Α	AUTOMOBILE LIABILITY			BAP 3867314-06 AOS	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY ( Per person)	
	ALL OWNED SCHEDULED			,*			BODILY INJURY (Per accident)	
	AUTOS AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	X Comp Ded. \$1,000 X Coll Ded. \$1,000							
В	UMBRELLA LIAB X OCCUR			8766139	07/01/2013	07/01/2014	EACH OCCURRENCE	\$10,000,000
	X EXCESS LIAB CLAIMS-MADE				-		AGGREGATE	\$10,000,000
	DED RETENTION							
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC386731306	07/01/2013	07/01/2014	X WC STATU- OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	117.				1	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Project: Terminal Improvements Palm Beach Airport. Project # PB 12-14. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents included as Additional Insured on the captioned General Liability and Excess Liability policies with respect to the work performed by The Morganti Group. Contractual Liability Coverage is included under General Liability policy. Insurance is Primary and Non- Contributory. A Waiver of Subrogation applies. (See attached Endorsements)

CERT	IFI	CAT	F	HOL	DER

#### 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

Son Prish Services Northeast, Inc

Palm Beach County c/o Department of Airports 846 P.B.I.A. West Palm Beach FL 33406 USA





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

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

- A. Section II Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I Coverage A Bodily Injury And Property Damage Liability and Section I Coverage B Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising Injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization.

- C. However, regardless of the provisions of Paragraphs A. and B. above:
  - 1. We will not extend any insurance coverage to any additional insured person or organization:
    - a. That is not provided to you in this policy; or
    - That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
    - c. Subject to C.1.a. and b. above, as respects "products-completed operations hazard" coverage, unless a claim or "suit" for damages is presented to us no later than the following timeframes:
      - (1) If no time requirement is stipulated in the written contract or written agreement, one year from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; or
      - (2) If a time requirement is stipulated in the written contract or written agreement, the lesser of:
        - i. The stipulated time requirement;
        - ii. The period expiring when any Statute of Repose applicable to the loss has been reached; or
        - iii. 10 years from the "products-completed operations hazard" completion date deemed applicable to "your work" from which the loss originates; and

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

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

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

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

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

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Designated Construction Project(s):

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

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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