

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 20, 2019

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Change Order No. 5 to the Contract with ARINC Incorporated (ARINC) in the amount of \$109,310 for the installation of the Common Use Passenger Processing System (CUPPS) at Palm Beach International Airport (PBI).

Summary: The Contract with ARINC for the installation of the CUPPS at PBI was approved by the Board on October 18, 2016 (R-2016-1480). Change Order No. 2 (R-2017-0794) and No. 3 (R-2018-0893) in the amount of \$292,659 and 460 Calendar Days were approved by the Board; Change Orders No. 1 and 4 in the amount of \$55,600 and 90 Calendar Days were approved under the delegated authority detailed in PPM CW-F-050. The proprietary common use system contracted with ARINC included the installation of hardware and licensed software along with a 5-year license, support and maintenance agreement. The commencement of the monthly support and maintenance agreement became effective on February 1, 2018 when the system became operational. Approval of Change Order No. 5 in the amount of \$109,310 will provide additional spare parts and include installation of additional equipment to provide flexibility to the airlines and facilitate the phasing of current and future projects within the terminal and concourses. There is no extension in time. The contract will expire upon the completion of the maintenance agreement on February 1, 2023. ARINC is an Annapolis, Maryland based company. The Disadvantaged Business Enterprise (DBE) goal for this contract is 12%. ARINC has committed to 18% in their proposal. The total DBE participation to date is 49%. DBE participation for this Change Order is 0%. **Countywide (AH)**

Background and Justification: This project involved the deployment of shared tenant systems to support the common use of certain ticketing facilities and gates at PBI. The Department of Airports intended to rollout the installation of the common use terminal equipment at gates and ticketing counters that are not presently leased to serve seasonal carriers and charter operators in phases. Change Order No. 5 in the amount of \$109,310 will include installation of common use facilities at the check-in counter on the third level and in Concourse A. This will provide added flexibility to airlines currently serving or planning to serve PBI to increase performance and lower costs for airlines, improve utilization of ticket counters and gates, and improve customer service for passengers and tenants during construction of future improvements.

Attachments:

1. Change Order No. 5 – Three (3) Originals w/Contract History

Recommended By: *Laura Beube*
Department Director

7-25-19
Date

Approved By: *[Signature]*
County Administrator

8-8-19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$109,310	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$109,310	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4111 Department 121 Unit A305 Object 6504
 Reporting Category _____

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

Approval of this item provides budget for Change Order No. 5 to the Contract with ARINC in the amount of \$109,310. Passenger Facility Charge funds in the amount of \$109,310 are being utilized to fund this project.

C. Departmental Fiscal Review: M. Simon

III. REVIEW COMMENTS

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

[Signature] 8/2/19 OFMB [Signature] 8/1
 [Signature] 8/17/19 Contract Dev. and Control 8/2/19 TD

B. Legal Sufficiency:

Anne Helgand 8-8-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

ARINC INCORPORATED
SECRETARY'S CERTIFICATE

THE UNDERSIGNED, Secretary of ARINC Incorporated (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, with a principal place of business at 2551 Riva Road, Annapolis, Maryland 21401 USA, does hereby certify that as of the date hereof, Regan M. Rishel, Contract Manager, is authorized to execute customer facing documents, including proposals, contracts, agreements, licenses, NDAs and MOU/MOAs for and on behalf of the Company.

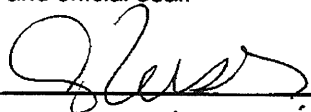
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and affixed the seal of the Company on this 30th day of July, 2019.

By: 
Richard M. Schwappach
Secretary

STATE OF MARYLAND)
)
COUNTY OF ANNE ARUNDEL)

On this 30th day of July, 2019, before me, the undersigned, personally appeared Richard M. Schwappach, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public Anamarië Reeser
My Commission expires 10 May 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2019

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 have ADDITIONAL INSURED provisions or 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 USA, INC. 20 CHURCH STREET HARTFORD, CT 06103 CN101479273-UTC-ROCK.-19-20		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):															
INSURED ROCKWELL COLLINS, INC. AND ITS WHOLLY OWNED SUBSIDIARY, ARINC, INC. 400 COLLINS ROAD N.E. CEDAR RAPIDS, IA 52498		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER D : American Home Assurance Company</td> <td>19380</td> </tr> <tr> <td>INSURER E : New Hampshire Ins Company</td> <td>23841</td> </tr> <tr> <td>INSURER F : AIU Insurance Co</td> <td>19399</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Underwriters Insurance Company	30104	INSURER C : National Union Fire Ins Co Pittsburgh PA	19445	INSURER D : American Home Assurance Company	19380	INSURER E : New Hampshire Ins Company	23841	INSURER F : AIU Insurance Co	19399
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COVERAGES **CERTIFICATE NUMBER:** NYC-010407478-06 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			*02CSET10004 "\$2,000,000 GEN AGG - PER" "LOCATION/PROJECT" "\$10,000,000 POL. GEN AGG"	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			*02CSET10000 (AOS)	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			*02CSET10019 (HI)	04/01/2019	04/01/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			*02HUT10021	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			*CT-QSI 5565605- SIR 2.5 MM	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	*CA-012717180	04/01/2019	04/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			*FL-012717182, MULTI-012717181	04/01/2019	04/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E				*MULTI-012717184, MULTI-012717183	04/01/2019	04/01/2020	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F				*NY-012717196	04/01/2019	04/01/2020	SEE ABOVE SEE ABOVE

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

RE: PROJECT/CONTRACT NBR: PB 15-1 PROJECT NAME: COMMON USE PASSENGER PROCESSING SYSTEM.
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY TO THE EXTENT REQUIRED BY CONTRACT.
GENERAL LIABILITY POLICY IS PRIMARY AND NON-CONTRIBUTORY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.
WAIVER OF SUBROGATION IS INCLUDED IF REQUIRED BY CONTRACT. CONTRACTUAL LIABILITY IS PROVIDED TO THE EXTENT AFFORDED BY THE ABOVE GL POLICY.

CERTIFICATE HOLDER PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) P.O. BOX 20270 LONG BEACH, CA 90801	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--

CHANGE ORDER

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

PROJECT: **Common Use Passenger Processing System (CUPPS) Palm Beach International Airport (PBI)**

CHANGE ORDER NO: **Five (5)**
 COUNTY/FAA PROJECT NO: **PB15-1**
 CONTRACT DATE: **October 18, 2016**
 RESOLUTION NO. **R-2016-1480**
 DISTRICT # **Countywide**

TO: **ARINC Incorporated**
2551 Riva Road
Annapolis, MD 21401

Description of Change:

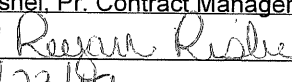
The proprietary common use system contracted with ARINC included the installation of hardware and licensed software along with a 5 year license, support and maintenance agreement. The commencement of the monthly support and maintenance agreement became effective on February 1, 2018 when the system was operational. Approval of Change Order No. 5 in the amount of \$109,310.00 will provide additional spare parts and include installation of additional equipment to provide flexibility to the airlines and facilitate the phasing of current and future projects within the terminal and concourses. There is no extension in time. The contract will expire upon the completion of the maintenance agreement.

Total Change in Contract Amount..... **\$109,310.00**

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Sum was..... **\$965,538.00**
 Net change by previous Change Orders **\$348,259.00**
 The Contract Sum prior to this Change Order was **\$1,313,797.00**
 The Contract Sum will be **increased**/decreased by this Change Order **\$109,310.00**
 The new Contract Sum including Change Order will be **\$1,423,107.00**
 The Contract Time will be increased/decreased by **0 Calendar days.**
 The Date of Substantial Completion of this Change Order therefore is..... **October 30, 2018**
 The Date of Contract Expiration is..... **February 1, 2023**

BARICH, Inc
Consultant
2241 E. Pecos Rd. Suite 2
Chandler, AZ 85225
Name and Title: CARY REIF, CONSULTANT
Signature 
Date: 7-24-19

ARINC, Inc
Contractor
2551 Riva Road
Annapolis, MD 21401
Name and Title: Regan Rishel, Pr. Contract Manager
Signature 
Date: 7/23/19

PBC Board Of County Commissioners
Owners
PO Box 21229
West Palm Beach, FL 33416-1229
Name and Title: Mack Bernard, Mayor
Signature
Date:

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

Attest: SHARON R. BOCK
 Clerk & Comptroller

Approved As To Terms
 Terms and Conditions

Approved as to Form and Legal
 Sufficiency

By: _____
 Deputy Clerk

By: 
 Director of Airports

By: _____
 County Attorney

R I D E R

To be attached to and form part of:

Bond Number K09501277
dated 8/9/2016
issued by the WESTCHESTER FIRE INSURANCE COMPANY
in the amount of \$1,313,797.00
on behalf of ARINC, INC.
(Principal)
and in favor of PALM BEACH COUNTY
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Bond Amount shall be amended:

**FROM: One Million Three Hundred Thirteen Thousand Seven Hundred
Ninety-Seven And 00/100 ----- (\$1,313,797.00)**

**TO: One Million Four Hundred Twenty-Three Thousand One Hundred
Seven And 00/100 ----- (\$1,423,107.00)**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 30th day of October, 2018.

Signed, Sealed & Dated this 19th day of July, 2019.

ARINC, INC.
(Principal)

By: Ryan Risdul

WESTCHESTER FIRE INSURANCE COMPANY
(Surety)

By: Cynthia Farrell
Cynthia Farrell, Attorney-in-Fact

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Debra A. Deming, Sandra Diaz, Cynthia Farrell, Peter Healy, Francesca Kazmierczak, Kristine Mendez, Aklima Noorhassan, Frances Rodriguez and Nancy Schnee of New York, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this day 4th of October, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 4th day of October, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318385
Commission Expires July 16, 2019

[Signature]

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this JUL 19 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

WESTCHESTER FIRE INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
DECEMBER 31, 2018
(in thousands)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ 56,686	Outstanding Losses and Loss Expenses	\$ -
United States Government, State and Municipal Bonds	108,524	Reinsurance Payable on Losses and Expenses	146
Other Bonds	48,200	Unearned Premiums	-
Stocks	29	Ceded Reinsurance Premiums Payable	-
Other Invested Assets	<u>9,875</u>	Other Liabilities	<u>120,835</u>
TOTAL INVESTMENTS	<u>223,314</u>	TOTAL LIABILITIES	<u>120,980</u>
Investments in Affiliates	-	Capital Stock	5,000
Premiums Receivable	-	Paid-in Surplus	59,856
Other Assets	<u>115,064</u>	Unassigned Funds	<u>152,542</u>
		SURPLUS TO POLICYHOLDERS	<u>217,398</u>
TOTAL ADMITTED ASSETS	<u>\$ 338,378</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 338,378</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2018, investments with a carrying value of \$15,689,641 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2018.

Sworn before me this March 19, 2019



Senior Vice President



Notary Public

August 8, 2019
My commission expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT NO 1

CHANGE ORDER #5

Hardware	Quantity	Spares	Unit Price	Total
Desktop PC w/ monitor	4		\$1,105.00	\$4,420.00
Desko 504 BGR Pro	1	4	\$933.00	\$4,665.00
Unimark RFID BTP			\$1,377.00	\$0.00
NCR TP-120 (Kiosks)	4		\$11,796.00	\$47,184.00
Epson TM L-500 ATB	4	3	\$876.00	\$6,132.00
Epson TM L-500 BTP	4	3	\$976.00	\$6,832.00
Epson TM L-500 BTP			\$825.00	\$0.00
Epson Roll holder- for BTP	4	2	\$120.00	\$720.00
Epson FX 890		4	\$431.00	\$1,724.00
Desko mini MPR	4	3	\$359.00	\$2,513.00
Desko LAS 2D w/stand	4	3	\$396.00	\$2,772.00
UPS	4	2	\$180.00	\$1,080.00
Backdrop DDC			\$817.00	\$0.00
40" Backdrop Monitor			\$941.00	\$0.00
55" Backdrop Monitor		-1	\$2,075.00	(\$2,075.00)
Backdrop Mounting			\$186.00	\$0.00
VOIP Handset	4		\$817.00	\$3,268.00
VOIP Equipment			\$47,043.00	\$0.00
Original VOIP Server (Descoped)			\$28,551.00	\$0.00
Original VOIP Upgrade (Descoped)			\$6,022.00	\$0.00
Subtotal Hardware				\$79,235.00

Additional Setup and Installation (Kiosk and work stations)	\$48,255.00
Cisco VOIP Call Manager Outside Calling and Equipment Installation	
AVINET Connection - CO No 1	

CUPPS License				
LDCS License				\$0.00
Dynamic Signage License	-1		\$18,180.00	(\$18,180.00)
VoIP License				
VoIP Telecom Connection				
VOIP Support				
Level 1 & 2 Application Support				
Level 3 Application Support				\$0.00
			Sub Total	(\$18,180.00)

TOTAL **\$109,310.00**

2551 Riva Road
 MS 5-348
 Annapolis, MD 21401
 USA
 Phone: +1.410.266.2076
 Fax: +1.410.266.4040
 Email: regan.rishel@collins.com
 www.collinsaerospace.com



Collins Aerospace
 A United Technologies Company

Regan M. Rishel
 Pr. Contract Manager
 Avionics

Quotation No: CCO/HDQ-19-0331
 June 19, 2019

Ms. Cynthia M. Portnoy
 P.E. Project Manager
 Palm Beach County Department of Airports
 846 Palm Beach International Airport
 West Palm Beach, FL 33406-1470

**Re: Contract Number PB15-1 for Common Use Passenger Processing System
 Change Order #5 - Additional Common Use Equipment**

Dear Ms. Portnoy:

Pursuant to Contract Number PB15-1 for Common Use Passenger Processing System dated October 18, 2016 between ARINC Incorporated, a part of Collins Aerospace ("Collins") and Palm Beach County ("Customer") (hereinafter the "Master Agreement"); Collins is pleased to present Customer with the following quotation for its consideration. Such quotation to be memorialized in a formal Change Order if accepted by Customer.

1. Scope of Work

Under this Quotation CCO/HDQ-19-0331, Collins shall provide Customer with procurement, delivery and installation of equipment listed below. Installation tasks include coordination with PBI DOA for adding equipment to the existing common use network as well as coordination with airlines to provide airline applications on common use system and kiosk system. In addition, Collins will provide a systems delivery engineer on site to provide assistance and troubleshooting with the installation.

2. Deliverables and Price

a. Collins shall provide the services and/or hardware described in Section 1 above at the following rates:

Non-Recurring Charges			
Services			Purchase Price (One Time)
Installation (includes Integration, Testing, Labor and Travel)			\$48,255
Services Subtotal			\$48,255
Hardware		Qty	Purchase Price (One Time)
Desktop PC w/Monitor		4	\$4,420
UPS		6	\$1,080
Epson TM L-500 ATB		7	\$6,132
Epson TM L-500 BTP		7	\$6,832
Epson Roll Holder for BTP		6	\$720
Epson FX 890		4	\$1,724
Desko 504 BGR Pro		5	\$4,665
Desko Mini MPR		7	\$2,513
Desko LAS 2D w/Stand		7	\$2,772

NCR TP-120 (Kiosks)	4	\$11,796	\$47,184
VOIP Handset	4	\$817	\$3,268
55" Backdrop Monitor – CREDIT	1	(\$2,075)	(\$2,075)
Hardware Subtotal			\$79,235
Non-Recurring Charges Total			\$127,490

- b. All prices are quoted in US Dollars (USD) and payment shall be made in USD to an account as provided in the Master Agreement.
- c. For the avoidance of doubt, unless expressly included above, the pricing provided above does not include:
 - i. the provision of any network or electrical work;
 - ii. a solution that will provide for a redundant interface. If redundancy is required this Quotation shall be updated and reissued with double the hardware requirements and associated costs;
 - iii. rack and/or switch equipment, Collins assumes that appropriate rack space and switch ports are available within the core room and additional rack and/or switch equipment is not required for this installation;
 - iv. any airline dedicated equipment or additional common use equipment, unless otherwise expressly stated in Section 2a, above. Any such hardware to be integrated by Collins will be put in place by Customer or the applicable airlines in advance of any integration work by Collins;
 - v. all applicable sales or value added taxes, which will be added. Should any withholding of taxes apply to any payment due to Collins, Customer agrees to increase or "gross up" the amount of such payment so that the total amount to be received by Collins is equal to the stated price.

3. RESERVED

4. Collins Labor & Travel Guidelines

- a. This Quotation includes all labor and travel costs associated with the installation effort. All stated prices are contingent upon a concurrent installation whereby all on-site work is to be performed during one or more contiguous business days.
- b. Unless otherwise specified in Section 1, above, travel to site will take place on a Monday with work to start on Tuesday morning.
- c. Deployment and travel will be scheduled amongst all other Collins scheduled deployment activities using Collins' most current deployment personnel schedule at the time that Customer's authorization to proceed is received by Collins.

5. Customer Obligations

In order to ensure that Collins can effectively and efficiently complete the Scope of Work, where applicable, Customer will provide at no cost to Collins the following:

- a. Circuit installation and testing at least one (1) week prior to scheduled deployment;
- b. Address configurations at least one (1) week prior to scheduled deployment;
- c. Contact information for all of Customer's involved technical personnel at least one (1) week prior to scheduled deployment;
- d. Adequate secured storage areas, as needed, and trash disposal;

- e. An adequate staging and user training area, as needed;
- f. Access to secured areas, as needed, including badging and escorts;
- g. Authorized airline testing personnel capable and willing to fully test all applications; and
- h. Hardware will be shipped to the Customs-cleared area and/or the receiving dock of the Customer's airport facility. Customer is responsible for the movement and storage of hardware after delivery. Risk of damage/loss transfers to Customer upon delivery.
 - o Collins shall use reasonable best efforts to provide Customer with at least seven (7) days advance notice of when Hardware has shipped and at least twenty-four (24) hours' notice in advance of delivery.

6. Period of Performance

Hardware will be ordered and/or project work will be scheduled after receipt by Collins of either a) a valid Notice to Proceed issued by Customer, or b) a Customer issued Change Order, whichever comes first.

7. Terms and Conditions

This Quotation is governed by the Terms and Conditions of the Master Agreement PB15-1 for Common Use Passenger Processing System dated October 18, 2016 between ARINC Incorporated, a part of Collins Aerospace and Palm Beach County.

This Quotation is valid for a period of sixty (60) days from issuance, after which it will automatically expire.

Should you have questions regarding this Quotation, please contact your Project Manager John Dungan at +1.918.461.3031 or john.dungan@collins.com.

Best Regards,

Regan Rishel

Digitally signed by
Regan Rishel
Date: 2019.06.19
14:23:51 -04'00'

Regan Rishel
Pr. Contract Manager

**SCHEDULE 1
LIST OF PROPOSED DBE FIRMS**

Project Name: Common Use Passenger Processing System (CUPPS) Project No: PB15-1

Name of Prime Bidder: ARINC Incorporated Change Order No. : CO #5

Contact Person: John Dungan Bid Opening Date: N/A

Address: 2551 Riva Road, Annapolis, MD 21401 Department: _____

Phone No.: +1 (918) 461-3031 Fax No: n/a E-mail Address: john.dungan@collins.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

Total Value of DBE Participation: \$0.00

Notes:

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

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

By: *Regan Rishel* Digitally signed by Regan Rishel
Date: 2019.07.25 12:15:21 -04'00'
Signature

Regan Rishel, Principal Contract Manager
Print Name/Title of Person Executing on Behalf of the Prime

Date: July 25, 2019

*Additional sheets may be used if necessary.

