

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 3, 2019 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Change Order (CO) No. 4 for the Generator Lug Boxes at Water Treatment Plants (WTPs) 2, 3, 8, 9 & Southern Region Operations Center (SROC) (Project) with Gilmore Electric Company, Inc. (Contractor) in the amount of \$178,584.77 and add 343 calendar days to the substantial and final completion dates.

Summary: On March 13, 2018, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract for the Generator Lug Boxes at WTPs 2, 3, 8, 9 & SROC (R2018-0290) (Contract). The Project provides for the construction of generator connection lug boxes with permanent underground and overhead conduits. CO No. 4 provides for additional modifications to the neutral wire configuration and use of new flexible cables to improve the safety of our Operations and Maintenance personnel. CO No. 4 will increase the Contract amount by \$178,584.77 and add 343 calendar days to the substantial and final completion dates. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity Ordinance on October 16, 2018. The SBE participation goal established under the 2002 Ordinance was 15% overall participation. The Contract provides for 100% SBE participation. CO No. 4 includes 100% SBE participation. The cumulative SBE participation including CO No. 4 is 100%. Contractor is headquartered in Palm Beach County. The Project is included in the WUD FY20 budget. (WUD Project No. 17-023) Districts 2 & 5 (MJ)

Background and Justification: When temporary plant power is required, high voltage cables are connected from portable generators to the existing plant electrical switchgear. These cables are currently bundled on the ground and run through doorway thresholds compromising the building envelope. Generator connection lug boxes will improve the safety of our Operations and Maintenance personnel by eliminating tripping hazards and exposure to these high voltage cables. CO No. 4 will provide for additional modifications to the neutral wire configuration and the use of new, lighter flexible cables that will make it easier for personnel to make the necessary connections during emergency conditions.

Attachments:

1. Four (4) Originals of Change Order No. 4
2. Location Map
3. Certificate of Liability Insurance

Recommended By: Jim Stiles 11-14-19
Department Director Date

Approved By: Will J. Blum 1/18/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$178,585	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$178,585	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Budget Account No.:	Fund 4011	Dept 721	Unit W006	Object 6502	

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

Reporting Category N/A

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

One (1) time expenditure from user fees, connection fees and balance brought forward.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

OFMB 11/14/19 Contract Development and Control 11/15/19

B. Legal Sufficiency:

Assistant County Attorney 11/15/19

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

CHANGE ORDER NO. 4
Palm Beach County Water Utilities Department
Resolution No. 2018-0290 Contract Dated March 13, 2018

Project Title: Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

WUD Project No.: 17-023

Contractor: Gilmore Electric Company, Inc.

Address: 2875 Jupiter Park Drive, Suite 1800, Jupiter, FL 33458

Budget Line Item No. 4011-721-W006-6502

District: 2,5

Notice to Proceed: April 18, 2018

The Contract provides for 100% SBE participation. The Change Order includes 100% overall participation. The cumulative SBE participation including this Change Order is 100%.

You are directed to make the following changes in this contract:

Provide one (1) new set of 4/0 Welding Cable with 4/0 Camlocks on both ends at each plant (5 total sets), provide 4/0 generator whips with compression pins for both portable generators, remove existing conductors at the Southern Regions Operation Center (SROC) Deep Injection Well Building and replace with new conductors including neutral conductors, scrap old wire and provide credit to the County and provide additional days for re-testing. Add an additional 343 Calendar days to Final Completion date only.

Total: \$178,584.77

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was.....	<u>\$2,170,000.05</u>
Net Change by previous Change Orders.....	<u>\$132,375.00</u>
The Contract Sum prior to this Change Order was	<u>\$2,302,375.05</u>
The Contract Sum will be increased/decreased by this Change Order	<u>\$178,584.77</u>
The New Contract Sum indicating this Change Order will be	<u>\$2,480,959.82</u>
The Contract Time will be increased/decreased <u>(343)</u> days (Final Completion only).....	343 Calendar Days
The Date of Substantial Completion including this Change Order:.....	April 19, 2019
Date of Final Completion including this Change Order:.....	July 4, 2020

Revised 9-25-19

CHANGE ORDER NO. 4
Palm Beach County Water Utilities Department
Resolution No. R2018-0290 Contract Dated March 13, 2018

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.

Gilmore Electric Company, Inc.

**Smith Engineering
Consultants, Inc.**

**Palm Beach County
Board of County Commissioners
OWNER**

CONTRACTOR

2875 Jupiter Park Drive,
Suite 1800
Jupiter, FL 33458

Address

ENGINEER

2161 Palm Beach Lakes Blvd,
Suite 312
West Palm Beach, FL 33403

Address

301 N. Olive Avenue
West Palm Beach, FL 33401

Address

Signature

Signature

Signature

Josh Miller
Print Name

Larry M. Smith, Jr.
Print Name

JCS
Mayor

Title: Treasurer

Title: President

10/9/19

Date

10-9-19

Date

Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged
before me this 9 day of October, 2019
by Josh Miller as Treasurer
for Gilmore Electric Co. Inc.

Stephanie Carosiello
(Signature of Notary Public - State of Florida)

Notary Public State of Florida
Stephanie Carosiello
My Commission GG 138486
Expires 08/28/2021

(Print, Type, or Stamp Commissioned Name of Notary Public)

Approved as to Form and Legal Sufficiency

By: _____

County Attorney

Attest: Sharon R. Bock, Clerk and Comptroller

By: _____

Deputy Clerk

Personally Known ☒ OR Produced Identification ☐

Revised 9-25-19

CHANGE ORDER NO. 4
Palm Beach County Water Utilities Department
Resolution No. R2018-0290 Contract Dated March 13, 2018

LIST OF ATTACHMENTS

ATTACHMENT	A	Change Order Summary and Categorization
ATTACHMENT	B	Change Order Additions/Deletions Summary
ATTACHMENT	C	OEBO Schedule 1 and Schedule 2
ATTACHMENT	D	Location Map
ATTACHMENT	E	Bond Rider
ATTACHMENT	F	Supporting Documentation

Revised 9-25-19

ATTACHMENT A

CHANGE ORDER SUMMARY and CATEGORIZATION

Revised 9-25-19

ATTACHMENT A
CHANGE ORDER NO. 4 SUMMARY AND CATEGORIZATION

Project Title: Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC
WUD Project No. 17-023
Resolution No. R2018-0290

Item	C.O.	Scope of Work	Additions	(Deletions)	Net Change	Time
#	Code					
1	E	Provide one new set of 4/0 Welding Cable with 4/0 cam locks on both ends at each plant (5 total sets).	\$43,233.77		\$ 43,233.77	
2	O	Provide 4/0 generator whips with compression pins for both portable generators.	\$14,395.00		\$14,395.00	
3	E	Remove existing conductors at the SROC Deep Injection Well Building and re-place with new conductors including Neutral Conductors.	\$116,167.00		\$116,167.00	
4	O	Scrap old wire		(\$10,800.00)	(\$10,800.00)	
5	D	Re-Test after work is completed	\$15,589.00		\$15,589.00	
6	O	Time extension to final completion only,				343 Calendar Days
Total			\$ 189,384.77	(\$10,800.00)	\$178,584.77	343 Calendar Days

CHANGE ORDER CATEGORIZATION CODE

- | | |
|---|-------------------------------|
| O | OWNER INITIATED |
| D | DIFFERING SITE CONDITIONS |
| E | ERRORS and OMISSIONS |
| Z | ZONING/CODE/ORDINANCE CHANGES |
| Q | QUANTITY OVERRUNS/UNDERRUNS |
| R | REQUEST BY ANOTHER AGENCY |

ATTACHMENT B

CHANGE ORDER ADDITIONS/DELETIONS SUMMARY

Revised 9-25-19

ATTACHMENT B
CHANGE ORDER ADDITIONS/DELETIONS SUMMARY

Project Title: Generator Lug Boxes at Water Treatment Plants 2,
3, 8, 9 and SROC

APPROVAL LIMITS:

Contractor: Gilmore Electric Company, Inc.

WUD Project No.: 17-023

Resolution No.: R2018-0290

Date Approved: March 13, 2018

Contract Amount: \$2,170,000.05

DEPARTMENT HEAD		CONTRACT REVIEW COMMITTEE		DEPARTMENT HEAD PLUS CONTRACT REVIEW COMMITTEE	
(Amount)	(Days)	(Amount)	(Days)	(Amount)	(Days)
\$50,000.00	30 Days	\$100,000.00	90 Days	\$100,000.00	N/A
\$250,000.00 ¹	30 Days	\$200,000.00	120 Days	\$200,000.00	N/A

C.O. #	DATE APPROVED	NET CHANGE ²	DEPARTMENT HEAD		CONTRACT REVIEW COMMITTEE		TOTAL DEPT. HEAD & CONTRACT REVIEW COMM.		BOARD OF COUNTY COMMISSIONERS		TOTALS
			(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	(ADDS PLUS DEDUCTS) ³	
			AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	
1	10/18/18	\$5,012.00	\$5,012.00	20			\$5,012.00	20			\$5,012.00
2	1/15/19	\$127,363.00							\$127,363.00	55	\$127,363.00
3	6/21/19	\$0.00		30				30			
4	Pending	\$178,584.77							\$200,184.77	343	\$178,584.77
TOTAL		\$310,959.77	\$5,012.00	50	\$0.00		\$5,012.00	50	\$ 327,547.77	398	\$310,959.77

Notes:

1. Per PPM #CW-F-050, upon approval of C.O. in the cumulative amount of \$250,000 or 5% of Contract Amount (> \$5 million), Receive and File must be submitted to the Board of County Commissioners to reset the dollar amounts.
2. Net Change reflects the net amount of additions plus deductions.
3. Adds plus Deducts reflects the net value of unrelated changes for use in determining the approval authority for the Change Order.

ATTACHMENT C

OEBO SCHEDULE 1 and SCHEDULE 2

Revised 9-25-19

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OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Generator Lug Boxes at WTP 2, 3, 8, 9 and SROC

NAME OF PRIME RESPONDENT/BIDDER: Gilmore Electric Company, Inc.

CONTACT PERSON: Joshua Miller

SOLICITATION OPENING/SUBMITTAL DATE: October 25, 2017

SOLICITATION/PROJECT/BID No.: WUD Project No. 17-023

ADDRESS: 2875 Jupiter Park Drive Suite 1800 Jupiter, FL 33458

PHONE NO.: 561-744-8008 **E-MAIL:** Joshm@gilemoreelectric.com

DEPARTMENT: Palm Beach County Water Utilities

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

(Check all Applicable Categories)								
Name, Address and Phone Number	Non-SBE	M/WBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Wilmore Electric Company, Inc. 2875 Jupiter Park Dr #1300 Jupiter, FL 33458 561-744-8008	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	100%	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	100%	_____
Total Bid Price \$ 178,584.77				Total SBE - M/WBE Participation 100%				

I hereby certify that the above information is accurate to the best of my knowledge:

Signature _____

Josh Miller

Title

- Note:**
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
 - 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.**
 - 3. Modification of this form is not permitted and will be rejected upon submittal.**

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 17-023

SOLICITATION/PROJECT NAME: Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

Prime Contractor: Gilmore Electric Company, Inc. Subcontractor: Gilmore Electric Company, Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/24/17-10/23/20

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Change Order No. 4	\$178,584.77			\$178,584.77/100%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$178,584.77/100%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Gilmore Electric Company, Inc.

Print Name of Prime

By:

Authorized Signature

Print Name

Title

Date:

Gilmore Electric Company, Inc.

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Print Name

Title

Date:

Revised 09/17/2019

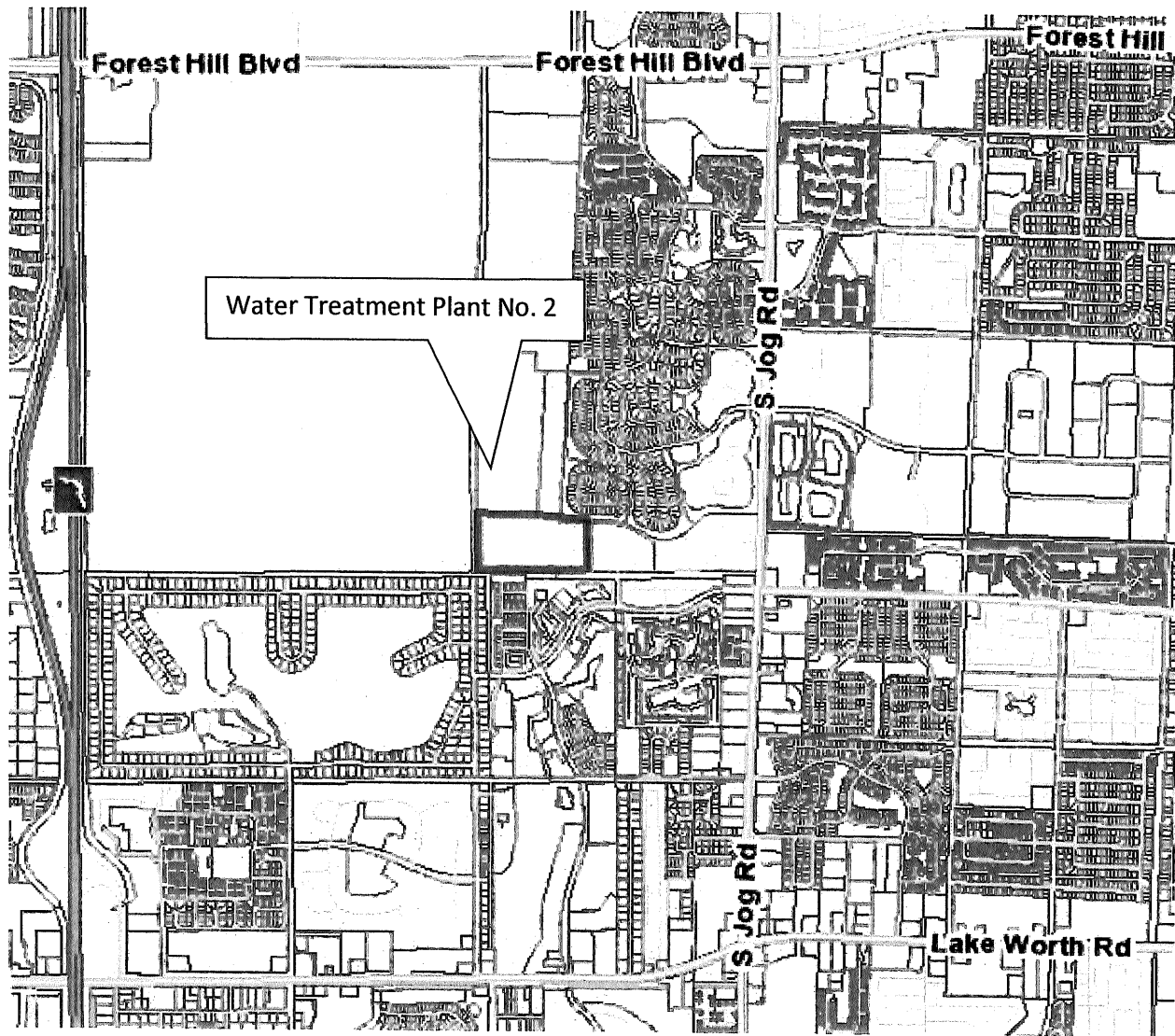
ATTACHMENT D

LOCATION MAP

Revised 9-25-19

ATTACHMENT D

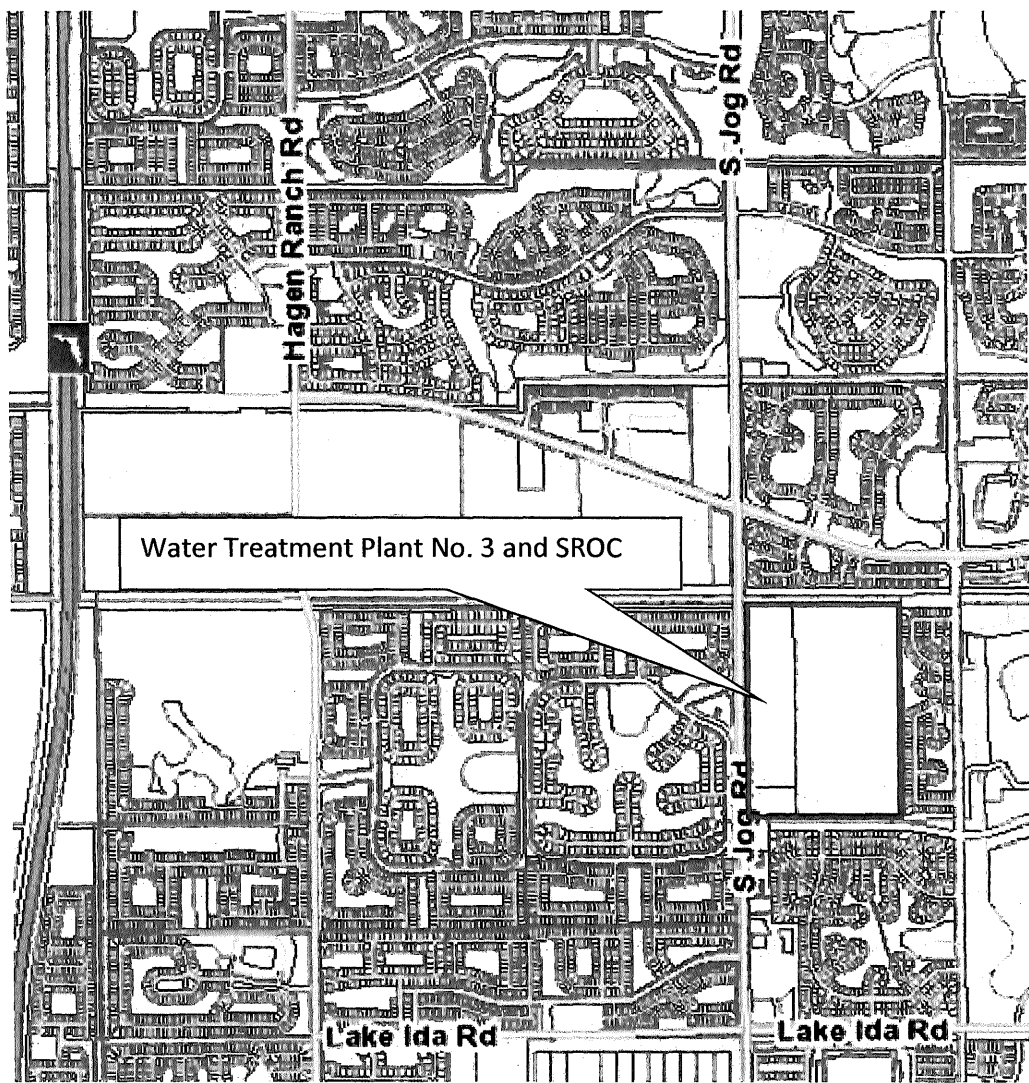
Location Map – Water Treatment Plant No. 2



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

ATTACHMENT D

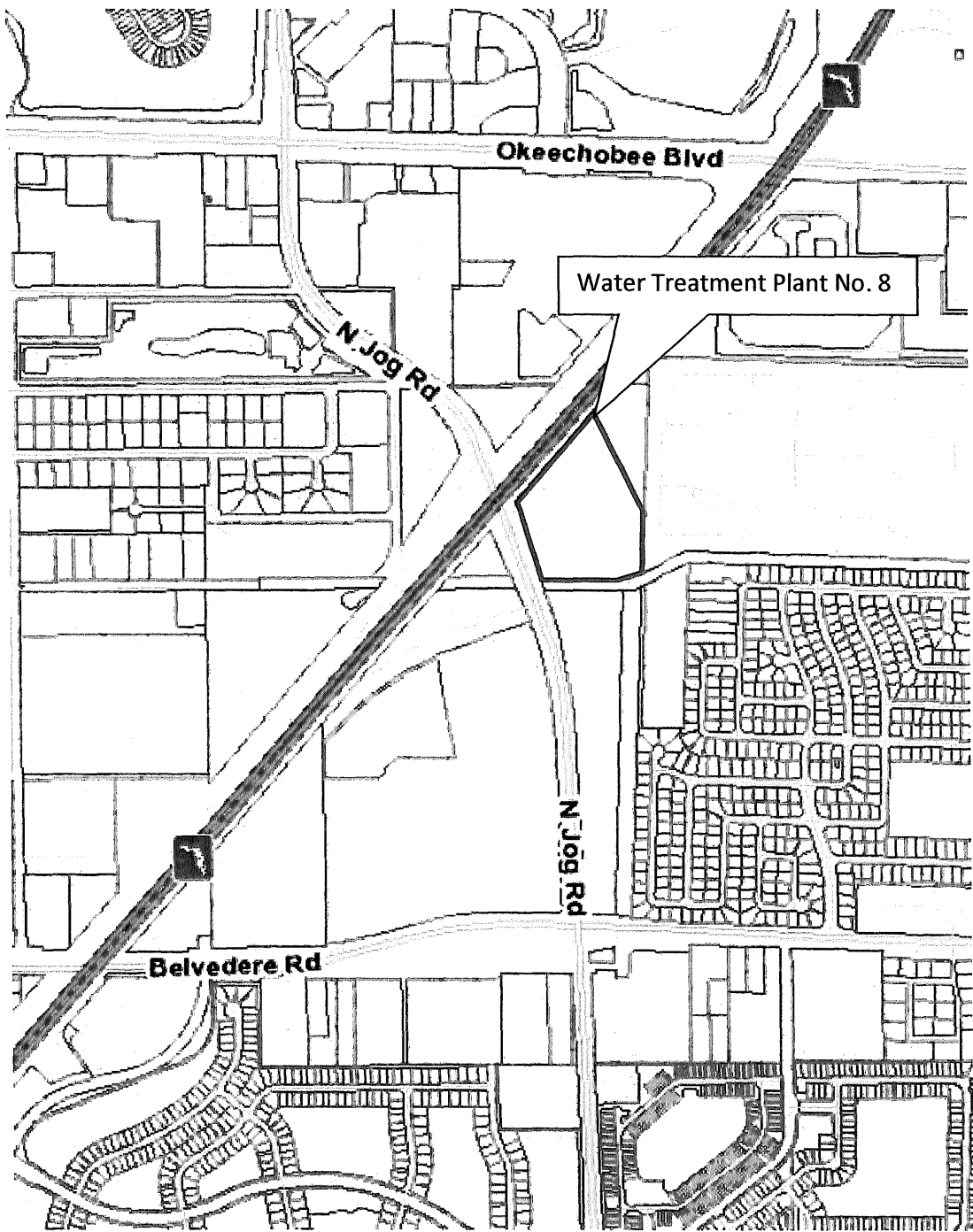
Location Map – Water Treatment Plant No. 3 and SROC



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

ATTACHMENT D

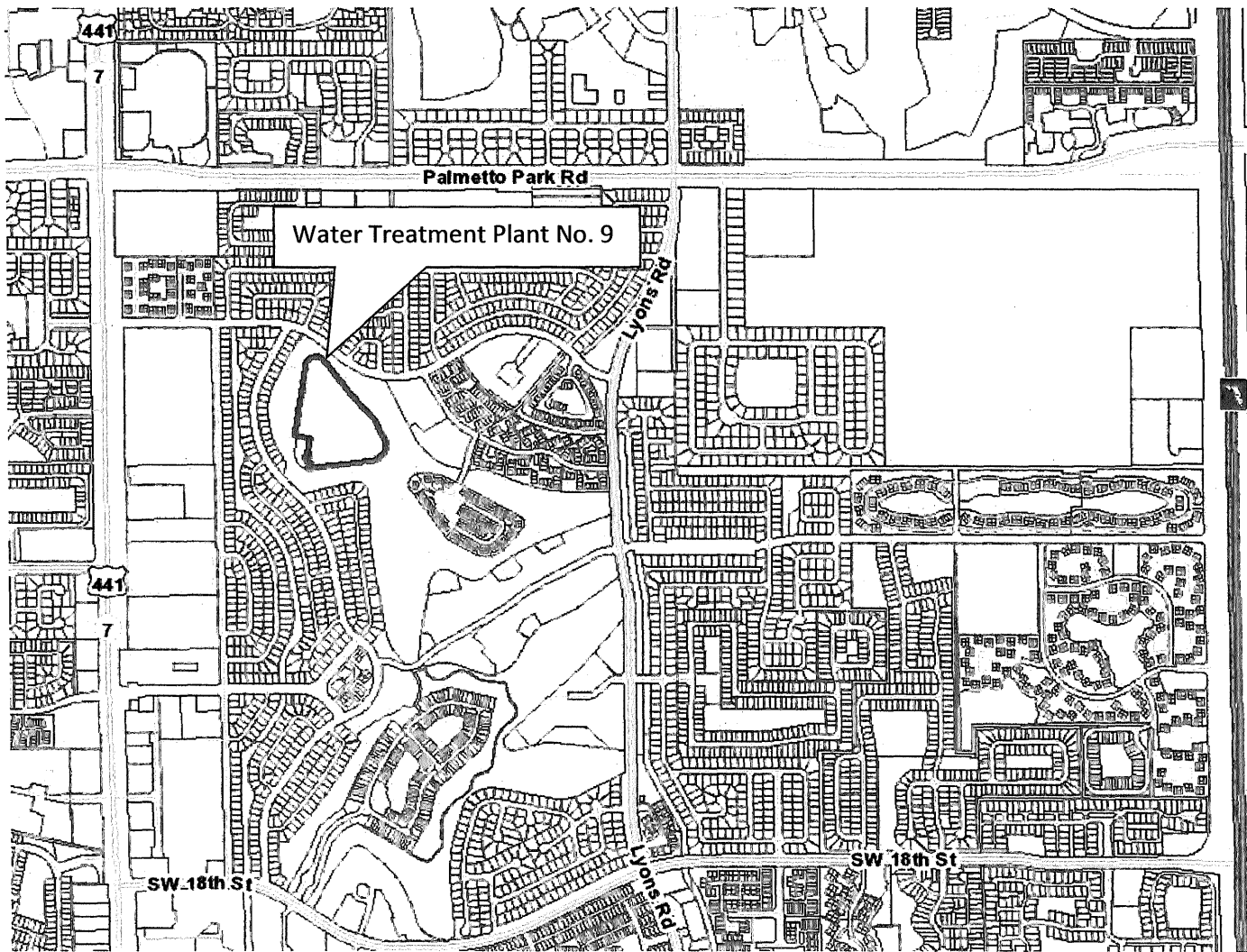
Location Map – Water Treatment Plant No. 8



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

ATTACHMENT D

Location Map – Water Treatment Plant No. 9



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

ATTACHMENT E

BOND RIDER

Revised 9-25-19

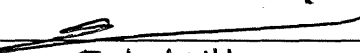
INCREASE RIDER

To be attached to and form a part of Bond Number CA2410734
issued by Great American Insurance Company,
on behalf of Gilmore Electric Company, Inc.,
as Principal in favor of Palm Beach County Board of County Commissioners,
as Obligee, effective March 13, 2018.


IT IS HEREBY UNDERSTOOD AND AGREED, that,

The penal sum of this bond is increased from Two Million Three Hundred and Two Thousand Three Hundred
Seventy-Five Dollars and 05/100 ----- Dollars (\$ 2,302,375.05)
to Two Million Four Hundred and Eighty Thousand Nine Hundred Fifty-Nine Dollars and 82/100 -----
Dollars (\$ 2,480,959.82) effective the 4th day of October, 2019.

Gilmore Electric Company Inc.
Principal

By 
Josh Miller Treasurer

Great American Insurance Company
Surety

By 
Mark J. Kasten Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 20186

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MARK JENNINGS KASTEN	BOTH OF	BOTH
GEOFF E. MAYFIELD	TEQUESTA, FLORIDA	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of NOVEMBER, 2018
GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 5TH day of NOVEMBER, 2018, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this day of



Stephen C. Beraha
Assistant Secretary

ATTACHMENT F

SUPPORTING DOCUMENTATION

Revised 9-25-19



Gilmore Electric Co., Inc.

Since 1941

2875 Jupiter Park Dr. Suite 1800

Jupiter, Florida 33458

Phone (561) 744-8008 Fax (561) 744-8009

Lic. # EC-1193

CHANGE ORDER COST PROPOSAL

TO: PBC WUD

DATE: 10/4/2019 CO#: REVISED - 4
JOB: PBC Generator Lug Cabinets
JOB NO: TR09

ATTN: Doug Hart

SUBCONTRACT NO: WUD 17-023

We have received and reviewed your proposed change request Change Order #4

Pertaining to: Providing new 4/O Welding Cable with Camlocks on both ends (1 set per Plant), 4/O generator whips, SROC Deep Inj Wel Bldg pulling new wire with Neutral, Re-Testing

Dated 7/12/2019

We propose to furnish all material, labor and supervision for the execution of the electric work covered by this change for the lump sum of: One Hundred Seventy-Eight Thousand, Five Hundred Eighty-Four and Seventy-Seven cents
\$ 178,584.77

In order to incorporate this change, we estimate that we will require additional time for completion, and have based our proposal upon receiving 343 calendar days extension.

This proposal is firm for acceptance within 30 days. Per our contractual agreement, we cannot proceed with the work covered by this proposed change until we receive written approval. We expressly reserve the right to update, revise or amend this proposal if acceptance is not within the above time limit.

Exceptions taken are as follows: Modifications or Terminations to Portable generators, including adding mechanical lugs. Engineering Services. This change order is based purely on the Gilmore and PBC discussions and recommendations. No Guarantee of functionality or code compliance is implied or given.

This proposal is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for additional changes in the sequence of work, delays, disruption, rescheduling, extended overhead, overtime, acceleration and/or impact costs and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract. The issuance of a change order constitutes acceptance of all terms and conditions of this written proposal and may not be altered in any way unless agreed to in writing.

Gilmore Electric Co., Inc.

Josh Miller
General Manager



GILMORE ELECTRIC CO., INC.

PBC Generator Lug Cabinets

CHANGE ORDER ESTIMATE SHEET

CHANGE ORDER # 4 - Combined

		LABOR		
1	ESTIMATED MAN HOURS	<u>533</u>	HRS X RATE	<u>\$65.00</u>
2	FOREMAN	<u>107</u>		\$81.25
4	PROJECT MANAGER	<u>27</u>		\$137.11
5	TOTAL LABOR			\$47,040.70
		MATERIAL		
6	ESTIMATED MATERIAL		\$80,770.99	
7	MATERIAL QUOTES	LS		
8	SUBTOTAL MATERIAL		\$80,770.99	
9	FREIGHT / DELIVERY	8.0%	\$6,461.68	
10	SALES TAX	7.0%	\$6,106.29	
11	TOTAL MATERIAL		\$93,338.96	
		EXPENSES		
12	SUBCONTRACTOR COST	LS	\$6,222.00	
13	SMALL TOOLS	4%	\$1,881.63	
14	RENTED EQUIPMENT	LS	\$0.00	
15	TRANSPORTATION/TRAVEL	5%	\$7,018.98	
16	CONSUMABLES / DIRECT JOB EXP	3%	\$4,211.39	
17	TOTAL EXPENSES		\$19,334.00	
		OVERHEAD & PROFIT		
18	SUBTOTAL			\$159,713.66
19	OVERHEAD / PROFIT	15%		\$23,957.05
20	TOTAL			\$183,670.71
21	INSURANCE	6.0%		\$11,020.24
22	BOND	2.0%		\$3,893.82
23	CREDIT FOR SCRAPPING WIRE			(\$20,000.00)
23	ESTIMATE			\$178,584.77

Change Order Breakdown Rounded Summary

Generator Whips	\$14,395.00
SROC Injection Well	\$116,167.00
Scrapping Old Wire	(\$10,800.00)
New Wire - 1 Set per Plant	\$43,233.77
Re-Testing	\$15,589.00
TOTAL	\$178,584.77

Generator Whips

Material	Qty	Material	Labor Hrs.
3ft. 4/O Whip for Big Red and Whitey	44		44 1hr per Whip, 5 per phase and Nuetral, 2 grd 18 whips per Generator 2 guys = 30min per whip
3ft. 4/O Type W Cable with Cam Lock	44	2,562	
Pin Connectors	44	2,939.20	

**** Gilmore Electric is to turn these over to the County only, the County will install them onto the Portable generators****

Total	\$5,500.88	44
-------	------------	----

SROC Deep Injection Well Bldg.

Material	Qty	Material	Labor Hrs.
4" BUSHING GRDG INSUL 150 DEG - STEEL	12	810.45	2.74
DEMO #350 THHN BLACK	479	0	22.63
DEMO #600 THHN BLACK	1,437	0.00	91.39
#350 XHHW BLACK	479	6,276.30	22.63
#600 XHHW BLACK	1,916	42,771	121.86
#600 MECH LUG - 1 CABLE - 1 MNTG HOLE	18	312.12	8.1
NSI IPLD750-3 INSD M-CBL CONN BLCK	8	1,073.76	18
# 6 XHHW BLACK		121.67	4.6
# 2 MECH LUG - 1 CABLE - 1 MNTG HOLE		64.95	2.3
Phase Tape		25.50	1.2
Total		\$51,455.75	295.45

Scrapping Old Wire

Material	Qty	Material	Labor Hrs.
Pick Up Wire, Cut off Cam Locks, Deliver to Scrapper	232		80 2 guys for 5 days = 80hrs
Total		\$0.00	80

New Wire - 1 Set per Plant

Material	Qty	Material	Labor Hrs.
Install 4/O CamLocks on (1) end of existing Ground Welding Cables	33	492.36	33
New 4/O Welding Cable w/ Cam Locks on both ends	85	23,322.00	16
Total		\$23,814.36	49

Re-Testing

Material	Qty	Material	Labor Hrs.
Re-Tetsing with Big Red			64 4 guys for 2 days
EPS Testing Quote		6222	\$2,074 per Trip, 3 Trips (Megger New SROC Wire, Infared SROC, Infared WTP #3)
Total		\$6,222.00	64

PENINSULAR ELECTRIC DISTRIBUTORS, INC.

MEMBER
IMARK GROUP

1301 Old Okeechobee Road
West Palm Beach, FL 33401
Phone: (561) 832-1626 / (800) 842-6816
FAX: (561) 832-2108

MEMBER
NAED

CUSTOMER: GILMORE ELECTRIC DATE: 6/7/2019
JOB NAME: PBC LUG BOX JOB - UNIT PRICING
ADDRESS: _____ PO #: _____

ITEM	QUANTITY	MANUFACTURER	CATALOG NUMBER	UNIT	PER	TOTAL
9	1	BURN	YEV28P37X75FX	Pia Connector Kit	63.90	E 63.90
-	-					
-	-	NOTE:	PLUS FREIGHT			
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
-	-					
By: Aaron Rojas				TOTAL:	\$	826.71 Tax NOT Included

QUOTE

Buyer	Quote#	Terms	Prepaid	Prepay & Add	Ship Date	Validity
Josh Miller	1	Net 60			TBD	10/17/2019

Gilmore Electric
2875 Jupiter Park Drive Suite 1800
Jupiter, FL 33458

***Thank you for the opportunity to quote. We appreciate your consideration and have enclosed your special pricing, terms and delivery.
If there are any more questions or information required, please don't hesitate to contact us.
We look forward to turning this quote into an order.***

For further information or questions please contact:
Milspec Industries • 5800 N Andrews Ave • Oakland Park • FL • 33309
Ph: 561-544-4500 • email: moore@milspecind.com • Fax: 561-544-4536

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

3806 Caboose Place, Sanford, FL 32771 • Phone 407-578-6424 • Fax 407-578-6408 • www.epsii.com

Reference#: XORL19412

Date: June 19, 2019

Attention: Josh Miller

Contact Info: Gilmore Electric

P: 561-718-7225

E: JoshM@gilmoreelectric.com

Subject: Generator Lug Boxes



FULL MEMBER

Electric Power Systems is pleased to offer for consideration the following quote for electrical testing services. This proposal includes all cost for project labor, test equipment, travel expenses, and report per the scope of work & on-site time frame quoted.

Project Name: Change Order

Site Location: 8100 Forest Hill Blvd., West Palm Beach, FL 33413

Electric Power Systems participates in the NETA Certification Program to provide the end user the assurance that our engineers and technicians have successfully completed a comprehensive array of related work experience and have acquired the technical knowledge for efficiency and safety in all areas of the industry.

At the completion of our job, EPS will provide an electronic copy of the certified test report containing the following items:

- A. Summary of project
- B. Equipment tested and inspected
- C. Inspection and test procedures.
- D. Analysis and recommendations
- E. Appropriate test forms
- F. Identification of test equipment used.

We appreciate the opportunity to work with you. If you should have any questions or changes, please do not hesitate to call.

Sincerely,

Jason Bruton

ELECTRIC POWER SYSTEMS

ELECTRICAL TESTING & ENGINEERING

3806 Caboose Place
Sanford, FL 32771
Office: 407-709-6675
Cell: 407-709-6675
j.bruton@epsii.com

I. SCOPE OF WORK:

Drawing: Plant 2

- (13 sets) Railroad Cable – megger
- Infrared Scan all 500 kcmil to 4/0 butt splices
- Report

Drawing: Plant 3

- (20 sets) Railroad Cable – megger
- Infrared Scan all 500 kcmil to 4/0 butt splices
- Infrared Scan 3 generators
- Report

Drawing: Plant 8

- (10 sets) Railroad Cable – megger
- Infrared Scan all 500 kcmil to 4/0 butt splices
- Report

Drawing: Plant 9

- (16 sets) Railroad Cable – megger
- Infrared Scan all 500 kcmil to 4/0 butt splices
- Report

Minimum
per
day
charge

Price for Plant 2:	\$2,074.00
Price for Plant 3:	\$2,074.00
Price for Plant 8:	\$2,074.00
Price for Plant 9:	\$2,074.00
Total Price:	\$8,296.00

II. TESTING PROCEDURES

- A. Per the equipment counts listed above, all work will be in conjunction with NETA ATS 2017 required testing standards. Optional testing can be added by request for an additional fee at a later date.

III. CLIENT REQUIREMENTS

- A. Client will provide a time to allow EPS lead technician to walk the project site and finalize project schedule. (If needed)
- B. Client will provide EPS with 120V 20A power for testing of items above.
- C. Client will be responsible for lock-out tag-out (LOTO), isolation and grounding of all sources of electrical power associated with equipment to be serviced. (If applicable)
- D. Client responsible for connecting cables to portable generator
- E. Client to supply electrical assistance as required by any local union regulations.
- F. Make all scheduled equipment to be tested available upon arrival of EPS personnel
- G. Client is to supply generator for the duration of cable testing. If required by EPS this will be at cost + 15%. (If applicable)
- H. Client will issue switching orders, schedule outages and de-energize electrical apparatus involved with this project. (If applicable)
- I. Terminations need to be made accessible and possibly de-terminated for specific tests.
- J. Client to provide access and testing assistance to all electrical equipment and provide an on-site manager and at least one field technician to satisfy any jobsite regulations per mobilization.
- K. Prior to the arrival of EPS on-site, cables to be tested and scanned should be de-terminated, de-energized, and isolated ready for testing. Any equipment not prepped for electrical testing that causes delays will be charged at a time and material basis.

IV. CLARIFICATIONS AND ASSUMPTIONS

- A. Price assumes work to be performed Monday thru Friday, 0700-1530.
- B. EPS shall be provided, a minimum of 10 working days prior to mobilization.
- C. Price assumes work to be performed on consecutive weekday hours with a total of (1) mobilization(s).

- D. Price assumes (5) day(s), one day per site, for cable testing and scanning with (1) mobilization(s) to complete all four sites.
- E. Price assumes EPS will not be required to attend daily commissioning meetings when not scheduled to be on-site.
- F. This quote is valid for ninety (90) day duration.
- G. EPS full terms & conditions can be viewed upon request by client.
- H. Any additional work outside of the scope within this quote shall be considered an extra and charges will be identified/approved by EPS Site PM and client's representative, in writing, prior to performing any work.
- I. Payment subject to any withholding or offset for disputed amounts, contract shall be paid Net 30 days from receipt of properly submitted and documented invoice, or as otherwise specified in the applicable purchase order.
- J. Any parts purchased by EPS, to complete a job, are subject to a 15% upcharge plus shipping. An invoice will be sent to client immediately and payment received by EPS before any parts are ordered.
- K. Any equipment rented, such as generators, load banks, or test equipment, will be subject to a 15% upcharge plus delivery or shipping.
- L. The company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of work, or shipment of the part.
- M. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. *This proposal is based on the mobilizations/demobilizations stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' discounted rate sheet* The following will be billed in accordance with the following EPS Rate sheet:
 - a. Retest or repair of any faulty equipment.
 - b. Significant on-site project delays including but not limited to equipment deliveries, installation and weather delays, equipment problems or stand-by time.
 - c. Testing scope of work deficiencies or troubleshooting.
 - d. Optional work or expenses in addition to or outside the scope of work indicated in this proposal.

This Project Estimate contains information that is considered confidential. It is submitted to you upon the understanding that neither this document nor any information in it will be released to competitors or used in a way that could be detrimental to the financial interests of Electric Power Systems.

Assuming that Electric Power Systems acquires the above mentioned testing services for your company, all scheduling should be conducted through Josh Matthews, Operations Manager. His contact numbers are: 407/509-6541 (Cell) or 407/578-6424 (Office).

EPS has been successfully providing electrical testing and engineering services for over 40 years. As a full member of the *InterNational Electrical Testing Association* (NETA), EPS is committed to providing the highest level of testing and engineering services in the area.

Inter-Office Memorandum

Palm Beach County



Water Utilities Department

DATE: October 8, 2019

To: Hassan Hadjimiry
Krystin Berntsen
Vince Riccobono
Maritza N Navarro

From: Douglas Hart
Construction Manager

RE: Generator Lug Box Project 17-023

=====

During construction of the Generator Lug Box Project it has been discovered that the system as designed has to be modified in order to provide a fully operational system to the County. The following items need to be implemented. The conductors at the Deep Injection Well Building have to be removed and new conductors installed with a neutral. The existing 500MCM flexible welding cable needs to be replaced with 4/0 flexible welding cable with 4/0 camlocks on both ends to make it compatible (without splicing) with the generator and the generator lug box. The portable generators need to have whips with 4/0 cam locks installed to provide for a safer and more effective means of connecting the cables to the Lug Box during emergency situations.

Thank you

Douglas Hart

Douglas Hart

From: John Acton
Sent: Monday, October 28, 2019 10:05 AM
To: Douglas Hart
Cc: Krystin Berntsen
Subject: Generator Lug Box Project 17-023

Doug,

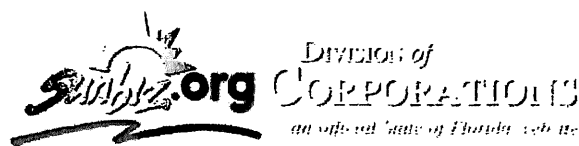
I would like to proceed with the modifications to the Generator Lug Box project based on discussions of the prior design needing to be modified. The following reasons support this:

1. Installing new conductors will provide a safe system for our SROC site while providing true ground fault protection to the valuable and expensive equipment at the Lab and other SROC buildings.
2. The cam locks with the 4/0 ends will provide easier installation and provide a safer work area for the employees. Moving and lift the larger cabling will eventually put our employees in risky situations with back strains and other injuries.
3. The cam locks will also provide us with quicker connecting of generators during emergency situations such as hurricanes.

Please let me know if you need any additional support on seeing this project through to a fully operational system.

Thanks,
John

John Acton ♦ **Director of Maintenance**
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd. ♦ West Palm Beach, FL 33413
Phone: (561) 493-6250 ♦ E-Mail: JActon@pbwater.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
GILMORE ELECTRIC COMPANY, INC.

Filing Information

Document Number J18391
FEI/EIN Number 59-2676914
Date Filed 06/09/1986
State FL
Status ACTIVE

Principal Address

2875 JUPITER PARK DR.
SUITE 1800
JUPITER, FL 33458

Changed: 08/10/2005

Mailing Address

2875 JUPITER PARK DR.
SUITE 1800
JUPITER, FL 33458

Changed: 08/10/2005

Registered Agent Name & Address

LOVELAND, DANIEL J
25101 SW 95th St.
Indiantown, FL 34956

Name Changed: 12/20/2017

Address Changed: 12/20/2017

Officer/Director Detail

Name & Address

Title Secretary

LOVELAND, CAROL T
9174 VALLEY OAK PLACE
JUPITER, FL 33478

Title President, Owner

LOVELAND, DANIEL J
25101 SW 95TH STREET
INDIANTOWN, FL 34956

Title VP

Rogers, Stephen J
13431 158th St. North
Jupiter, FL 33478

Title Treasurer

Miller, Joshua R
16241 128th Trail N
Jupiter, FL 33478

Annual Reports

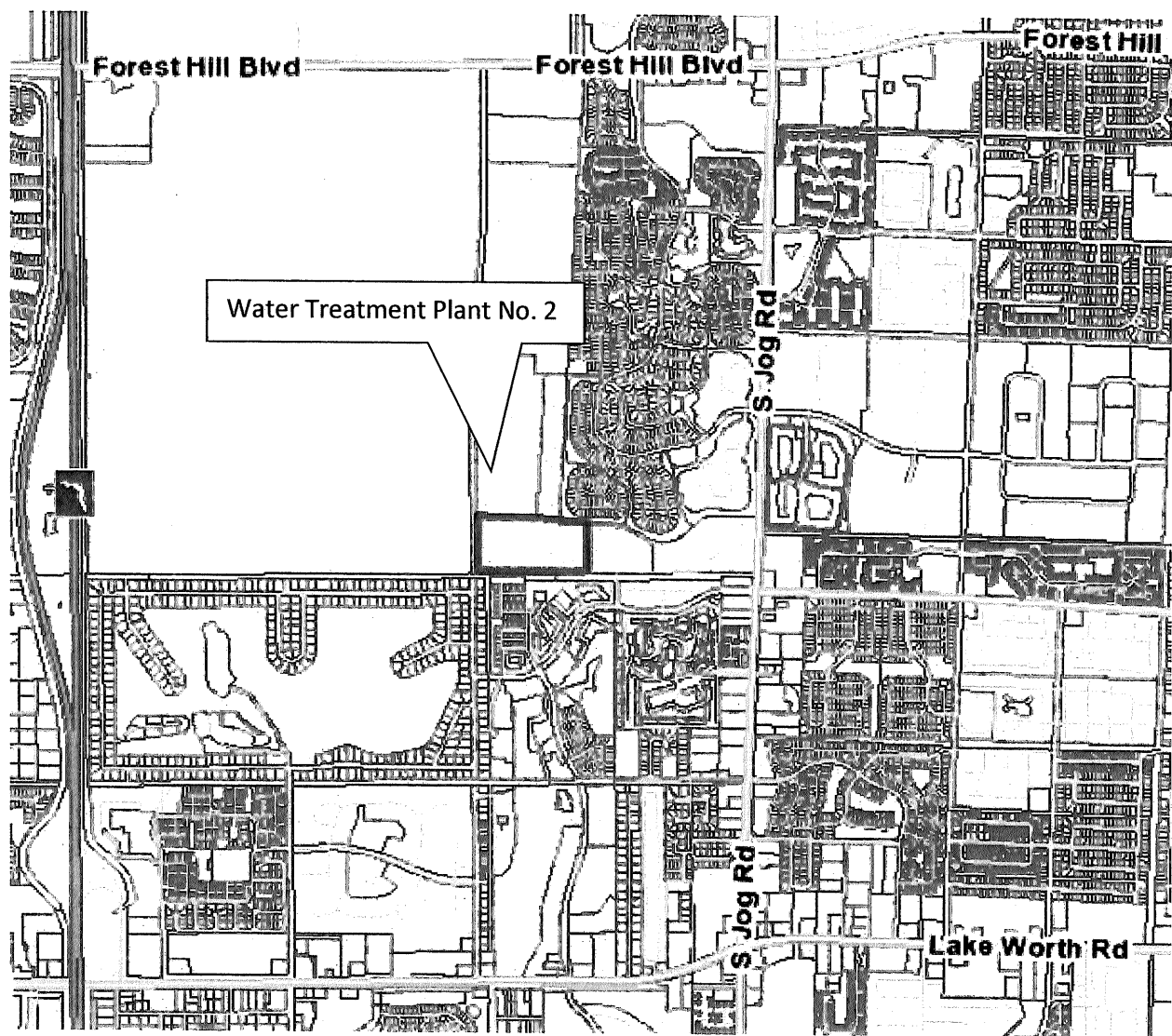
Report Year	Filed Date
2017	03/29/2017
2018	04/17/2018
2019	03/26/2019

Document Images

03/26/2019 -- ANNUAL REPORT	View Image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
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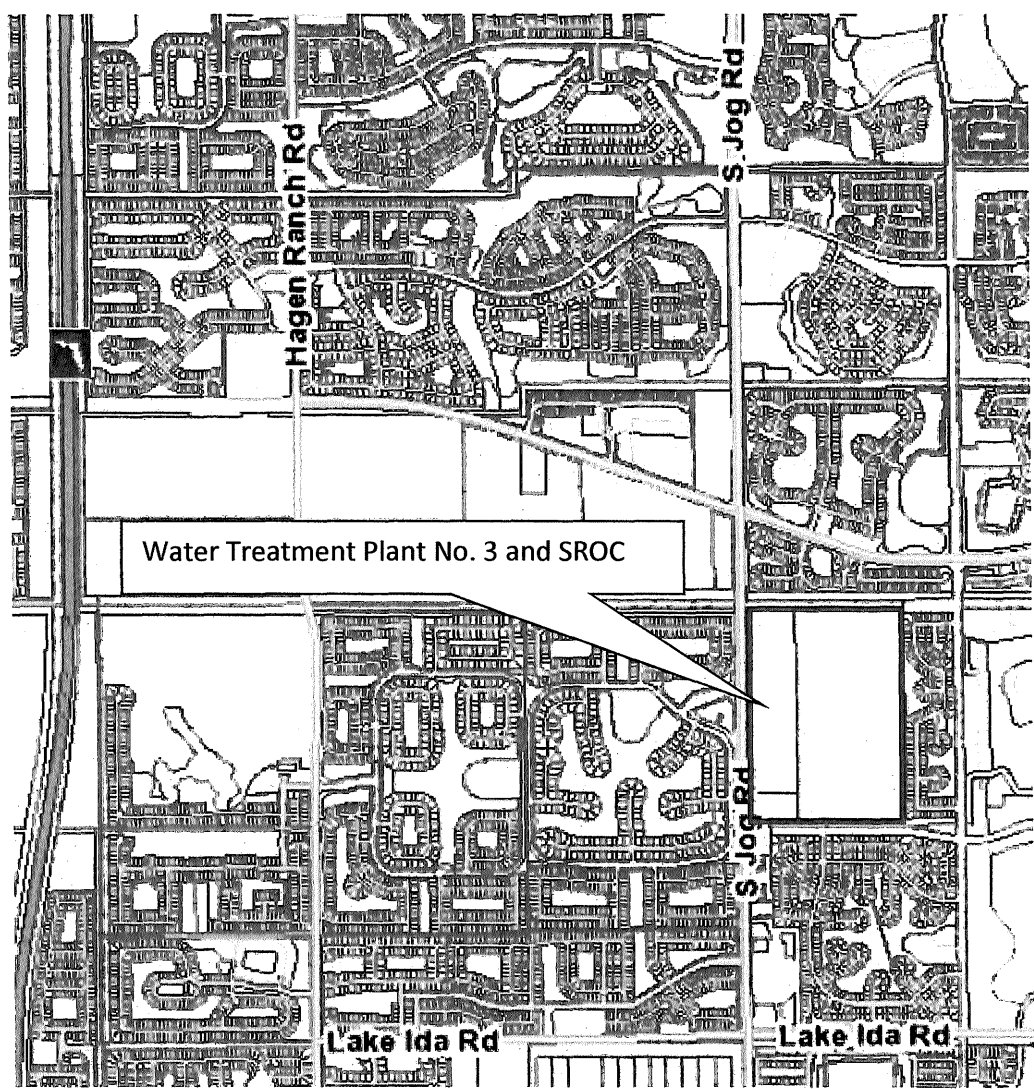
ATTACHMENT 2

Location Map – Water Treatment Plant No. 2



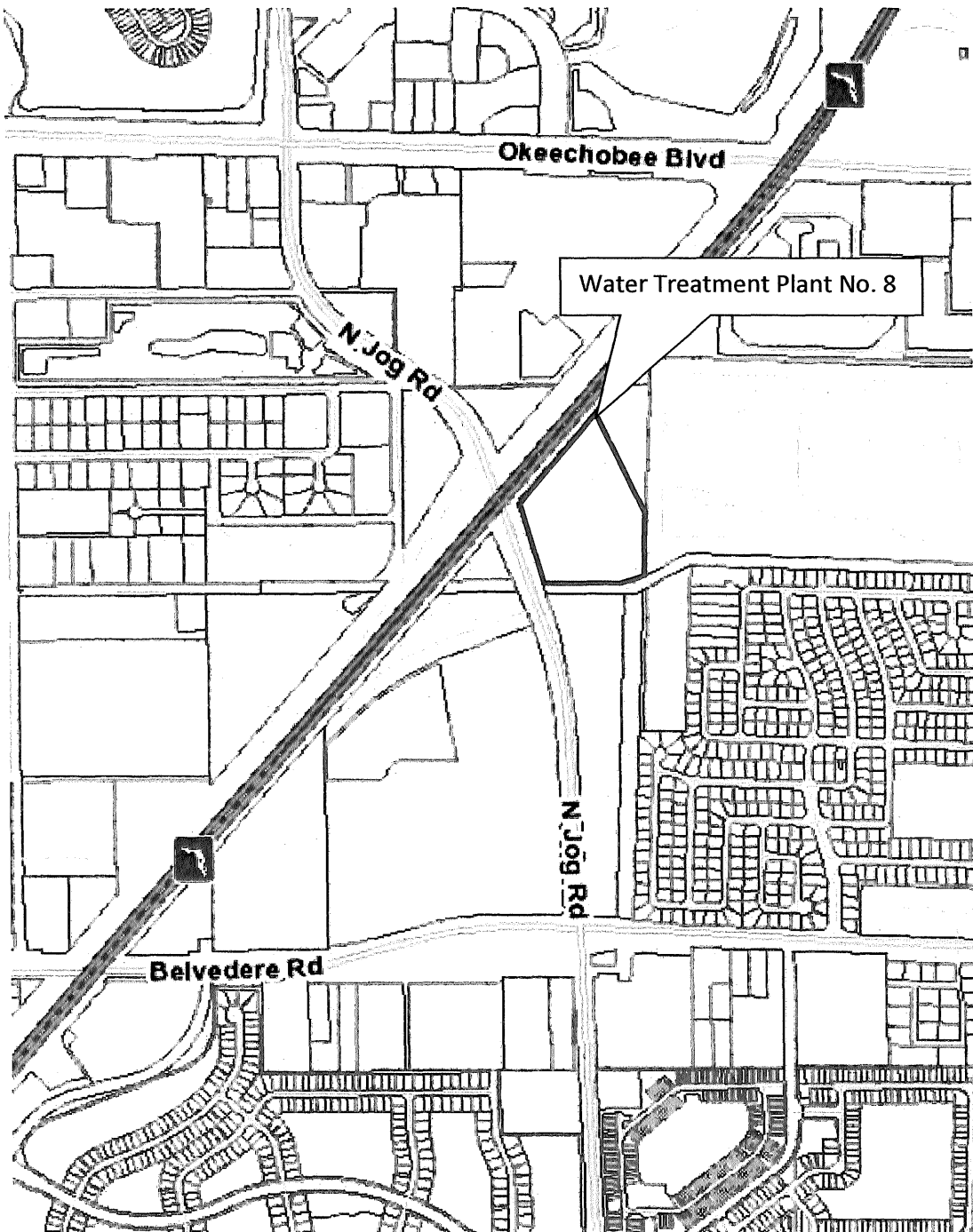
WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

Location Map – Water Treatment Plant No. 3 and SROC



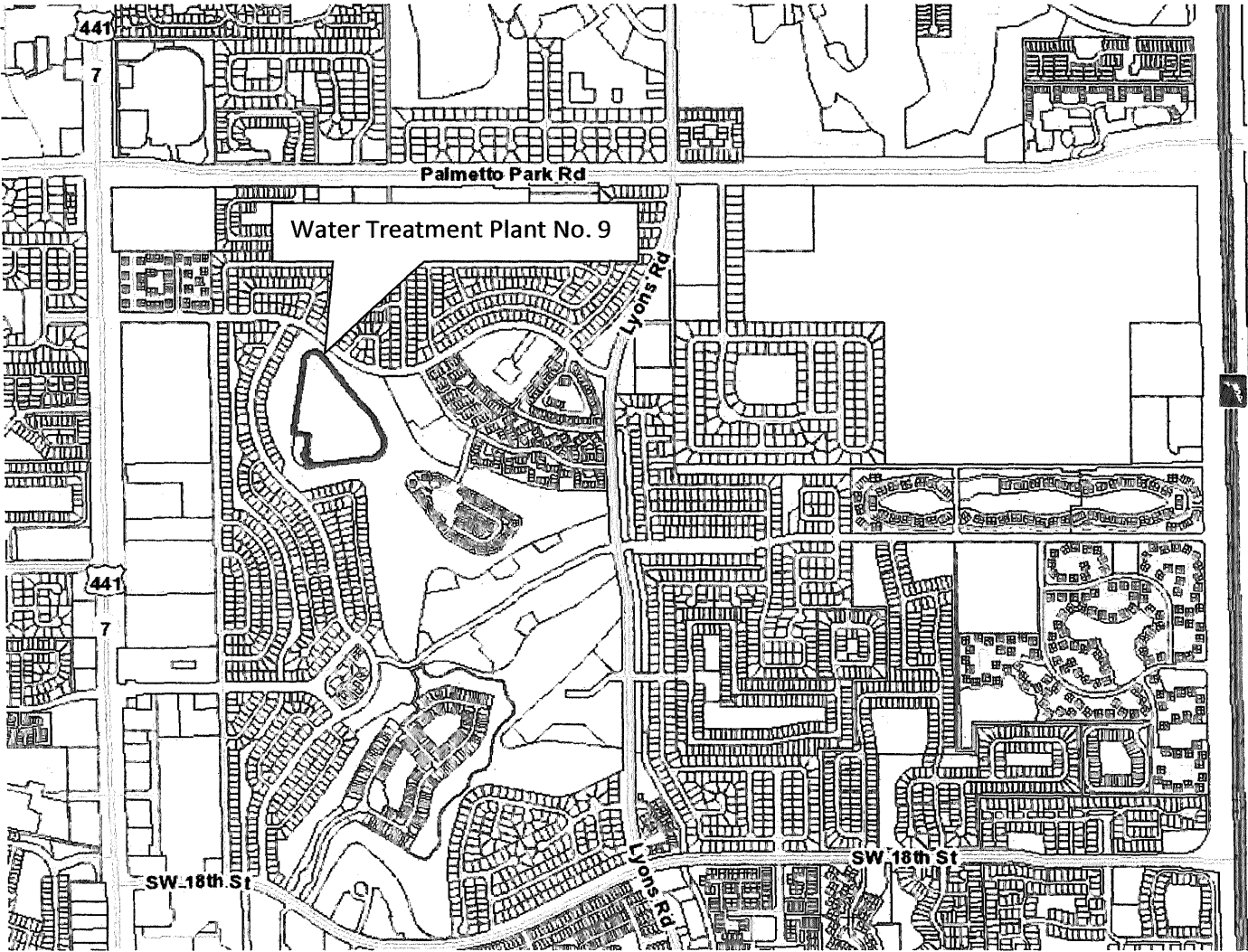
WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

Location Map – Water Treatment Plant No. 8



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC

Location Map – Water Treatment Plant No. 9



WUD Project No. 17-023 Generator Lug Boxes at Water Treatment Plants 2, 3, 8, 9 and SROC



ATTACHMENT 3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2019

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 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	CONTACT NAME: Debra Neumann, CIC
Tequesta Insurance Advisors	PHONE (A/C, No, Ext): (561) 746-4546
a Marsh & McLennan Agency	FAX (A/C, No): (561) 746-9599
218 S US Hwy 1, Ste 300	E-MAIL ADDRESS: dneumann@mma-fl.com
Tequesta FL 33469	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: National Trust Ins Co. NAIC # 20141
Gilmore Electric Company, Inc.	INSURER B: FCCI Insurance Company 10178
2875 Jupiter Park Drive #1800	INSURER C: Insurance Company of the West 27847
Jupiter FL 33458	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER:2019/20 AI Master 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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL100036544-01	1/1/2019	1/1/2020	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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			CA100020657-01	1/1/2019	1/1/2020	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100020660-01	1/1/2019	1/1/2020	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WFL504555100	1/1/2019	1/1/2020	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)
Project WUD No. 17-023 Generator Lug Boxes at Water Treatment Plants 2,3,8, 99 and SROC Project
If required by written contract, Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are Additional Insureds per form CGL 084 10/13 attached to the General Liability Policy. Form attached: CGL 084 10/13 30 Days' Notice of Cancellation except 10 Days for nonpayment.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Blvd. West Palm Beach, FL 33413	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
	Mark Kasten/DEBBIE

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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Care, Custody or Control	3
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Property Damage Liability – Borrowed Equipment	1
Tenant’s Property and Premises Rented To You	8
Voluntary Property Damage	2

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or “your work” included in the “products-completed operations hazard” under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).