

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 20, 2014

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

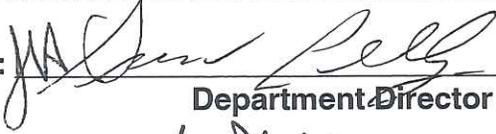
Motion and Title: Staff recommends motion to approve: Change Order No. 2 to Task M-3: Interior Signage Improvements at Palm Beach International Airport (PBI) of the contract with The Morganti Group, Inc. for a time extension of 86 Calendar Days and no increase in cost.

Summary: The CM at Risk Contract with The Morganti Group, Inc. for CM at Risk Services for Terminal Improvements at PBI was approved by the Board on June 4, 2013 (R-2013-0663). The Contract is for 2 years with 3 one (1) year renewal options and is a task order based contract for CM at Risk Services at PBI. The Morganti Group, Inc. is a Danbury, Connecticut, based firm; however, the work will be directly managed by their southeast regional office in Palm Beach County. Task M-3: Interior Signage Improvements at PBI in the amount of \$97,240 was approved by the Department on June 24, 2013. Change Order No. 1 in the amount of \$1,483 approved by the CRC on December 18, 2013 extended the contract time by 90 Calendar Days. Approval of Change Order No. 2 will extend the time an additional 86 Calendar Days due to permitting issues. There is no increase in cost. Pursuant to PPM CW-F-50, this Change Order is being brought to the Board for approval due to the cumulative time extension exceeding the limit of 120 Calendar Days. The Disadvantaged Business Enterprise (DBE) goal for this contract is 13%. The DBE participation for this Change Order is 0%. The anticipated DBE participation for this contract is 25%.
Countywide (JCM)

Background and Justification: Task M-3 included modification and installation of illuminated way finding signage in the Terminal and Concourses. When the original signage permits were issued by Palm Beach County Building Department, all of the permitted signs' electrical connections were thought to be covered by the sign contractor's licensing. However, during final inspection of the new signs it was determined that the electrical scope exceeded the licensing threshold of a signage contractor. An electrical subcontractor had to be enlisted for the project and was required to procure an electrical 'no fee' sub-permit for all electrical connections/work that were greater than 10 feet from the electrical connection point of new signs. The electrical permit procurement and subsequent inspection process required that the time for this task be extended by 86 Calendar Days.

Attachments:

- 1. Change Order No. 2 to Task M-3 of the Contract with The Morganti Group, Inc. (3 originals)

Recommended By:  Department Director 5/21/14 Date
Approved By:  County Administrator 5/21/14 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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 Budget? Yes ___ No ___
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: CM Simmon

III. REVIEW COMMENTS

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

[Signature] 4/20/14
 OFMB AM 4/23
 4/23

[Signature] 4/28/14
 Contract Dev. and Control
 4-28-14

B. Legal Sufficiency:

[Signature] 5/1/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CHANGE ORDER

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

PROJECT: **Task M3 Terminal Signage - Interior Palm Beach International Airport**

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**

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

Description of Change:

When the original signage permits were issued by Palm Beach County Building Department, all of the permitted signs' electrical connections were thought to be covered by the sign contractor's licensing. However, during final inspection of the new signs it was determined that the electrical scope exceeded the licensing threshold of a signage contractor. An electrical subcontractor had to be enlisted for the project and was required to procure an electrical 'no fee' sub-permit for all electrical connections/work that were greater than 10 feet from the electrical connection point of new signs. The electrical permit procurement and subsequent inspection process required that the time for this task be extended by 86 Calendar Days.

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

The Original Guaranteed Maximum Price (GMP) was	\$97,240.00
Net change by previous Change Orders	\$1,483.00
The GMP prior to this Change Order	\$98,723.00
The GMP will be increased by this Change Order	\$0.00
The new GMP including Change Order will be	\$98,723.00
The Time to complete this Task will be increased by	86 Calendar days.
The Date of Substantial Completion of this Change Order therefore is	March 20, 2014

N/A
Architect
Address
By:
Date:

The Morganti Group Inc.
Contractor
Address
1450 Centrepark Blvd., Suite 260
West Palm Beach, Florida 33401
By: <i>[Signature]</i>
Date: <i>4-14-14</i>

PBC Bd Of County Commissioners
Owners
Address
PO Box 21229
West Palm Beach, FL 33416-1229
By:
Date:

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

Attest: SHARON R. BOCK
 Clerk & Comptroller

APPROVED AS TO TERMS AND CONDITIONS:

Approved as to Form and Legal Sufficiency

By: _____
 Deputy Clerk

By: *[Signature]*
 Director of Airports

By: *[Signature]*
 County Attorney

Additional Insured – Automatic – Owners, Lessees Or Contractors – Products-Completed Operations Liability Amendment



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

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

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

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

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

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

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

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