

Agenda Item #: 3-C-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 17, 2009 [x] Consent [] Regular
[] Workshop [] Public Hearing
Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 14 to Project Number 2000503 under Agreement R2000-1737 in the amount of \$48,987.73 with Greenhorne & O'Mara, Inc. for professional services.

SUMMARY: Approval of this Supplemental Agreement will provide additional permitting effort required to address Florida Department of Transportation comments, provide plan revisions and additional structural analysis, and post design services for Okeechobee Boulevard from Royal Palm Beach High School to east of Jog Road.

Districts 2 and 6 (PK)

Background and Justification: On October 31, 2000, the Board of County Commissioners (Board) approved an Agreement R2000-1737 with Greenhorne & O'Mara, Inc. (GOI) to provide professional services required to conduct, analyze, and prepare a study report for Okeechobee Boulevard from west of State Road 7 to east of Jog Road project. On May 20, 2003, the Board approved Supplemental Agreement Number 4, R2003-0679, with GOI to prepare design plans and construction bid documents for the project. Palm Beach County now desires GOI to provide additional permitting effort to address Florida Department of Transportation comments, provide plan revisions to address existing cross slope deficiencies, additional structural analysis for traffic signal strain pole verification, and post design services for the project, as detailed in Exhibit "A" of the attached Supplemental Agreement. In accordance with PPM No. CW-F-050, this Supplemental Agreement must be approved by the Board since the cumulative value of additional services now exceeds \$200,000. At the time of the March 31, 2000 CCNA Selection Committee meeting, the goal for Minority Women Business Enterprise participation for professional services was 11.1%.

(Continued on page 3)

Attachments:

- 1. Location Map
- 2. Supplemental Agreement with Exhibits and Certificate of Insurance (2)
- 3. Project Work Schedule

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Recommended by: *[Signature]* *[Signature]* 2/4/09 *[Signature]*
Division Director Date

Approved By: *[Signature]* 2/24/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$48,988	-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	\$48,988	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
Budget Acct No.: Fund 3500 Dept. 361 Unit 0730 Object 6505
Program

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

Transportation Improvement Fund
Okeechobee Blvd/W of SR 7 to E of Jog Rd

Supplement #14 - Basic Services	\$13,195.44
- Reimbursables	\$ 600.00
- Optional Services	\$35,192.29
Total Authorization	\$48,987.73

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 2-26-09 OFMB [Signature] 2/25/09
 [Signature] 2/25/09 Contract Dev. and Control [Signature] 2/3/09
 [Signature] 3/2/09

B. Approved as to Form and Legal Sufficiency:

[Signature] 3/4/09
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

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

Background and Justification: (Continued from page 1)

Due to the nature of the requested additional services, the Small Business Enterprise participation was not feasible for this supplement. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$ 13,195.44	(Plan Revisions, Permitting, Structural Analysis).
Reimbursable Expenses (Not to Exceed)...	\$ 600.00	(Reprographics).
Optional Services (Not to Exceed).....	<u>\$ 35,192.29</u>	(Post Design Services).
Total:	<u>\$ 48,987.73</u>	

After reviewing the attached Supplemental Agreement and finding it in proper order, staff recommends the Board's approval.

ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
GREENHORNE & O'MARA, INC.**

FOR PROFESSIONAL ENGINEERING SERVICES ON

**OKEECHOBEE BOULEVARD
ROYAL PALM BEACH HIGH SCHOOL TO E. OF JOG ROAD**

**PROJECT #: 2000503
PALM BEACH COUNTY, FLORIDA**

THIS SUPPLEMENTAL AGREEMENT No. 14, made and entered into this day of _____ 2009 by and between Palm Beach County, hereinafter COUNTY, and, Greenhorne & O'Mara, Inc., a Florida Corporation with an address of 3223 Commerce Place, Suite 100, West Palm Beach, Florida 33407, hereinafter CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated October 31, 2000 (R2000-1737), to provide professional engineering services for the design of Okeechobee Boulevard from west of S. R. 7 to east of Jog Road, Palm Beach County, Florida (hereinafter PROJECT); and.

WHEREAS, the COUNTY now desires for the CONSULTANT to provide additional permitting effort required to address FDOT comments regarding drainage structures and post design services for the PROJECT; and

WHEREAS, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the CONSULTANT:

**RE: Okeechobee Boulevard – Royal Palm Beach High School to E. of Jog Road
Project No. 2000503**

Basic Services in a lump sum fee of **\$13,195.44**;

Reimbursable Services (Not to Exceed) \$600.00;

Optional Services (Not to Exceed) \$35,192.29;

Totaling \$48,987.73

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Forty-Eight Thousand Nine Hundred Eighty-Seven Dollars and Seventy-Three Cents (\$48,987.73).
5. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **October 31, 2000 (R2000-1737)**, and;

Supplements and Amendments thereto, shall remain in full force and effect.

**RE: Okeechobee Boulevard – Royal Palm Beach High School to E. of Jog Road
Project No. 2000503**

IN WITNESS WHEREOF, the parties hereto have made and executed this Authorization as of the day and year first above written.

OWNER:

**Palm Beach County, Florida, a
Political Subdivision of the
State of Florida**

BOARD OF COUNTY COMMISSIONERS

BY: _____
John F. Koons, Chairman

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
Deputy Clerk

SEAL

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: *[Signature]*
Department Head

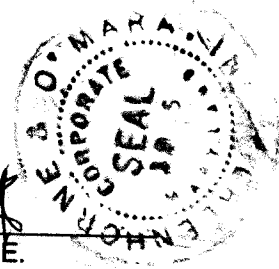
**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

County Attorney

CONSULTANT:

Greenhome & O'Mara, Inc.
a Florida Corporation

BY: *[Signature]*
A. Lee Watts, P.E.
Vice President



CORPORATE SEAL

WITNESS:

BY: *[Signature]*

Suzanne Halsell
(Printed Name)

BY: *[Signature]*

Judith A Towne
(Printed Name)

EXHIBIT "A"

*OK to process
Mason
1/7/09*

**Palm Beach County
Roadway Production Division**

**Okeechobee Boulevard (SR-704)
From RPB High School to Jog Road
Supplemental No. 14
Scope & Fee Proposal**

**Palm Beach County Project Numbers
2000-503A and 2000-503B**

**Greenhorne & O'Mara, Inc.
Consulting Engineers**

**ADDRESS:
3223 Commerce Place, Suite 100
West Palm Beach, FL 33407**

**TELEPHONE:
(561) 686-7707**

**CONTACT AND EMAIL:
Martin Marquez, P.E.
mmarquez@g-and-o.com**

**December 8, 2008
November 25, 2008
September 23, 2008**

(EXHIBIT "A")

SCOPE of SERVICES – SUPPLEMENTAL AGREEMENT NO. 14

for
OKEECHOBEE BLVD (SR-704) from RPB High School to Jog Rd
Palm Beach County Project No(s) 2000-503A & B

INTRODUCTION

Greenhome & O'Mara, Inc. (G&O) has provided additional professional engineering and construction plans preparation services requested by the County in connection with the widening of Okeechobee Blvd (SR-704) from six (6) to eight (8) lanes between Royal Palm Beach High School and Jog Rd. The additional services provided under this supplemental agreement are in addition to those previously authorized. In general the tasks accomplished under this agreement include the following:

- 1.) Permitting
- 2.) Post Design Services (Optional Services)
- 3.) Reproduction (Reimbursable Expenses)

These additional services will be performed under the conditions defined under the previously authorized agreements or as defined within this document

Greenhome & O'Mara, Inc. provided the following basic services as a continuation of those services previously authorized.

A. Basic Services

1. Permitting – additional effort required to address FDOT comments regarding drainage structures and other issues, this required plan revisions and official submittals to FDOT for approval.
2. Plan Revisions to address Project A1 Typical Section changes. The typical section for section A1 was designed with the intent to maintain the existing cross-slopes and widen it using a 3% outside cross-slopes. Due to many pavement cross-slope deficiencies encountered during construction, it was decided to address cross-slope corrections as part of this contract. G&O designed a new profile grade lines for section A1 that addressed cross-slope corrections and preserve the existing base.
3. Structural Analysis – Additional structural analysis was required to review and check the original string pole cable design.

B. Optional Services

Post Design Services

Greenhome and O'Mara, Inc. provided assistance to PBC in the review and clarification of over 95 construction RFI's by 11-15-08. G&O will provide PBC with further assistance by responding to new requests for additional information, and assist the contractors during construction by answering questions regarding the intent of the plans and assist in the resolution of construction issues that may arise.

Okeechobee Blvd – Add'l Design Services
Palm Beach County Project No. 2000-503A1 & A2

RPB High School to Jog Rd
Supplement No. 14 – December 8, 2008

C. **REIMBURSABLE**

Reproduction

Additional reproduction of plans have been incurred for plans submittals to FDOT, PBC and Contractor.

HIGHWAY TASK LIST
OKEECHOBEE BLVD (SR-704)

PALM BEACH COUNTY PROJ. NO.: 2000-503A1

HIGHWAY PAGE 2 OF 3

SUPPLEMENTAL AGREEMENT NO. 14

ACTIVITY: BASIC SERVICES

SUBACTIVITY: 1- ROADWAY DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	Scale	REMARKS
FDOT PERMITTING	L.S.	1.0	60.0		60.0		Includes preparation of spreadsheet to address cross slope corrections & coordination meetings
Typical Section	L.S.	1.0	44.0		44.0		Typical section, plan & profile revisions
Structural Analysis (R J Behar)	L.S.	1.0	16.0		16.0		Strain Pole Design Verification, Coordination
SUBTOTAL					120.0		

HIGHWAY TASK LIST
 OKEECHOBEE BLVD (SR-704)

PALM BEACH COUNTY PROJ. NO.: 2000-503A1

HIGHWAY PAGE 3 OF 3

SUPPLEMENTAL AGREEMENT NO. 14

ACTIVITY: Optional Services/Post Design Services

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
RFI Clarifications	L.S.	50.0	3.0	0.0	150.0	Involves responding to comments and /or questions by contractor/surveyor. In addition to the effort included in previous supplements.
Construction Assistance	L.S.	50.0	3.0		150.0	To cover future RFI construction.
Meetings	L.S.	1.0	20.0		20.0	10 Meetings x 2 Hrs = 20 Hours
Subtotal					320.0	

EXHIBIT "B"

PROJECT: Okeechobee Boulevard – Royal Palm Beach High School to E. of Jog Rd.
PROJECT NO.: 2000503
CONSULTANT: Greenhorne & O'Mara, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

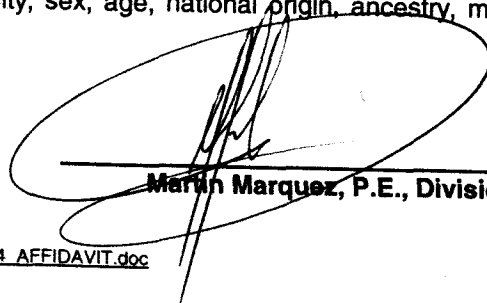
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.



Martin Marquez, P.E., Division Manager

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Okeechobee Boulevard – Royal Palm Beach High School to E. of Jog Road
Project No.: 2000503

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

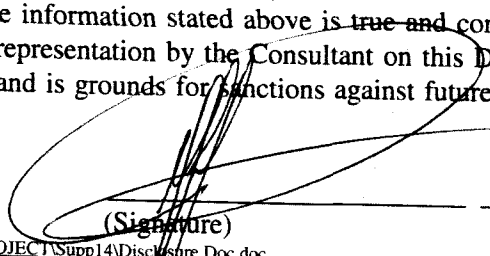
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Martin Marquez, P.E., as
(Name of Individual)

Division Manager, of Greenhorne & O'Mara, Inc.
(Title/Position) (Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.



(Signature) (Date)

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EXHIBIT "C"

01/13/2009

Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 14

Project Name: Okeechobee Blvd. from West of State Rd. 7 to

Project No.: 2000503

Prime Consultant: Greenhorne & O'Mara, Inc.

Prime Contact Person:

Telephone No.: (561) 686-7707

Resolution Date: 10/31/2000

Res #: R2000-1737

Supplement date: 01/08/2009

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant	Contract Dollar Amount for Sub-Consultant			
		Black	Hispanic	Other	Women
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
Total MWBE		0.00	0.00	0.00	0.00
%					
Total SBE		0.00	0.00	0.00	0.00
%					

Total Supplement Amount: 48,987.73

MEMORANDUM OF INSURANCE--
ARCHITECTS/ENGINEERS
PROFESSIONAL AND POLLUTION
INCIDENT LIABILITY

ARCHITECTS/ENGINEERS PROFESSIONAL
AND POLLUTION INCIDENT LIABILITY
POLICY
LLOYD'S OF LONDON

To:

**PALM BEACH COUNTY ROADWAY PRODUCTION
2300 N. JOG ROAD
WEST PALM BEACH, FL 33411
ATTN: MORTON ROSE, PE
RE: G&O CONTRACT # 188827.RDW.SA13.000**

As set forth below, the named insured has in force, on the date indicated, a policy of Architects/Engineers Professional And Pollution Incident Liability insurance issued by Lloyd's of London, with a limit of liability of not less than the amount indicated.

This memorandum is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

Name of Insured:

GREENHORNE & O'MARA, INC.

Address of Insured:

**6110 FROST PLACE
LAUREL, MD 20707**

Policy Number:

LDUSA0700450

Policy Period:

5/25/2008 TO 5/25/2009

Limit Of Liability - Per Claim:

\$1,000,000.00

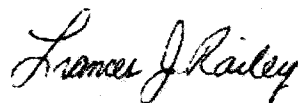
Limit of Liability - Annual Aggregate:

\$1,000,000.00

Retroactive Coverage

The policy provides fully retroactive coverage.

AMES & GOUGH
INSURANCE/RISK MANAGEMENT, INC.



Frances J. Railey, CPCU
May 30, 2008

#18978

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2009 09:22

PRODUCER

Riggs, Counselman, Michaels & Downes
555 Fairmount Avenue
Towson, MD 21286-5497
410-339-7263

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Greenhome & O'Mara, Inc.
6110 Frost Place
Laurel, MD 20707

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Farmington Casualty Company
INSURER B: Travelers Property Casualty Company of America
INSURER C:
INSURER D:
INSURER E:

25674

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P6604916L548TTL08	7/15/2008	7/15/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	P8105254L048TTL08	7/15/2008	7/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PFUB4916L44408	7/15/2008	7/15/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 OKEECHOBEE BLVD/WEST OF S.R. 7 TO EAST OF JOG ROAD (PROJ# 2000503). Palm beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are hereby added as additional insureds under General Liability and Automobile Liability for Insured's operations. Attn: Roadway Production. **See add'l insured end't**

CERTIFICATE HOLDER

PALM BEACH COUNTY ENGINEERING/PUBLIC WORKS
2300 N. Jog Road
W. PALM BEACH, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Albert R. Gonzalez

ACORD 25 (2001/08)

Client # 378

Mst # 08-09 GL, Auto, & WC

Cert # 177099

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER:

COMMERCIAL AUTO
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

Paragraph c. of the WHO IS AN INSURED provision includes the person or organization indicated below, but only for his, her or its liability because of acts or omissions of an "insured" under paragraphs a. or b. of that provision, subject to the following additional provisions:

1. No liability is assumed by that person or organization for the payment of any premiums stated in the policy or earned under the policy.
2. In the event of cancellation of the policy, written notice of cancellation will be mailed by us to that person or organization.

Person or Organization

Address

Activity ID	Activity Description	Orig Dur	2009																																										
			FEB				MAR				APR				MAY				JUN				JUL				AUG				SEP				OCT				NOV						
			2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23
001	NOTICE TO PROCEED	1	NOTICE TO PROCEED																																										
011	PROJECT COMPLETE	120	PROJECT COMPLETE																																										
021		1																																											
031		1																																											
041		1																																											

Attachment #3

Start Date 02FEB09
 Finish Date 02FEB09
 Data Date 14JAN09 10:33
 Run Date



OKEE
 G&O
 Okeechobee Boulevard
 Classic Schedule Layout

Sheet 1 of 1

Date	Revision	Checked	Approved