

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 20, 2010 Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Construction Manager at Risk (CMR) Contract with David Brooks Enterprises, Inc. for the Miscellaneous Repair, Replacement and Improvement Projects for Palm Beach County Department of Airports exercising the first one (1) year renewal option for the continuation of services, and to include language regarding the Office of Inspector General Ordinance requirement and fee.

Summary: The CMR Contract with David Brooks Enterprises, Inc. for the Miscellaneous Repair, Replacement and Improvement Projects for Palm Beach County Department of Airports was approved on May 20, 2008 (R-2008-0848). The Contract is for 2 years with 3 one (1) year renewal options. Approval of Amendment No. 1 will allow the County, at its sole discretion, to exercise the first one (1) year renewal option for the continuation of services provided under the CMR Contract. In addition, this amendment will modify the contract to include mandatory requirements of Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance for non-exempt projects. The Small Business Enterprise (SBE) Goal for this contract was established at 15%. The total SBE contract participation to date including all tasks is 28.18%. **Countywide (JCM)**

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports uses several methods of procurement including the CMR Contract. By exercising the first one (1) year renewal option, this amendment allows for the continuation of CMR services necessary for the development and operation of the County's airport system. Approval of Amendment No. 1 will modify the Contract to include the new language and the imposition of the Inspector General Fee.

Attachments:

1. Amendment No. 1 with David Brooks Enterprises, Inc. – 3 Originals

Recommended By: *J.A. Spence Kelly* 4/17/10
Date
Department Director

Approved By: *[Signature]* 4/17/10
Date
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>~*see below~</u>	_____	_____	_____
# 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: Chris Simon

III. REVIEW COMMENTS

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

*Work will be performed on a task order basis, fiscal impact is undeterminable at this time.

[Signature] 4/15/2010
 OFMB
 VA 4/2/10
 4/10/10

[Signature] 4/18/10
 Contract Dev. and Control
 B. Jones 4/18/10

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature] 4/13/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT NO. 1 TO THE CONSTRUCTION MANAGER (CM) AT RISK CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
DAVID BROOKS ENTERPRISES INCORPORATED
FOR
MISCELLANEOUS REPAIR, REPLACEMENT & IMPROVEMENT PROJECTS AT
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 1 to the Contract is made as of the _____ day of _____, 2010, by and between Palm Beach County, Florida (COUNTY) and DAVID BROOKS ENTERPRISES INCORPORATED, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, having its office and principal place of business at 9000 Burma Road, Suite 101 Palm Beach Gardens, FL 33403.

WITNESSETH

WHEREAS, on May 20, 2008, the County entered into an Agreement (R2008-0848) with the CONTRACTOR for the CONTRACTOR to provide Construction Manager at Risk Services for the Palm Beach County Department of Airports, for a period of two (2) years, with three (3) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS, Article 12 defines the Terms of the Contract period of two (2) years, with three (3) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion; and

WHEREAS it is the County's desire to exercise the first one (1)-year renewal option for the continuation of services provided by the CONTRACTOR under this contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. Amend the Contract to include the following language:

ARTICLE 13

Palm Beach County Office of the Inspector General

- 13.1 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to bid or any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Office of Inspector General

shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

GENERAL CONDITIONS GC 68 PROGRESS PAYMENT PROCEDURES

Add the following paragraph to the Contract General Conditions, GC 68:

68.3.1 Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each application for payment to defray costs of the Office of Inspector General in accordance with Ordinance R2009-049.

2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the First Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONTRACTOR, DAVID BROOKS ENTERPRISES INCORPORATED, has caused these present to be signed in its corporate name by its duly authorized officer David Brooks, acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

ATTEST:
SHARON R. BOCK,
Clerk and Comptroller

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONTRACTOR:

BY: _____
County Attorney

DAVID BROOKS ENTERPRISES INCORPORATED
Company Name

APPROVED AS TO TERMS AND
CONDITIONS:

A 08/15/1991
(Date of Incorporation:)

By: [Signature]
Director of Airports

By: [Signature]
(Signature)

[Signature]
(Witness Signature - CONTRACTOR)

David Brooks.
(Print Signatory's Name)

M. L. DAVIDSON
Witness Name (Type or Print)

President
(Print Title)

3/22/10
(Date of Execution)

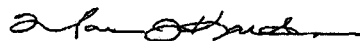
(Corporate Seal)

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 2/23/2010												
PRODUCER (561)746-4546 FAX: (561)746-9599 Tequesta Agency, Inc. 218 S. US Highway One Suite 300 Tequesta FL 33469		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 David Brooks Enterprises, Inc. 9000 Burma Road #101 Palm Beach Gardens FL 33403		<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A National Fire Ins. Co.</td> <td>20893C</td> </tr> <tr> <td>INSURER B Auto-Owners Ins. Co.</td> <td>18988</td> </tr> <tr> <td>INSURER C Continental Casualty Co.</td> <td>20443C</td> </tr> <tr> <td>INSURER D Valley Forge Ins. CO.</td> <td>20508C</td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A National Fire Ins. Co.	20893C	INSURER B Auto-Owners Ins. Co.	18988	INSURER C Continental Casualty Co.	20443C	INSURER D Valley Forge Ins. CO.	20508C	INSURER E	
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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
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	C2082846122	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	4689563400	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	The Umbrella provides Excess Employers Liability Limits C2025706404	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC178965914	3/1/2010	3/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Palm Beach Co Board of Co Commissioners a Political Subdivision of the State of FL its Officers Employees & Agents are additional insureds per form G17957G attached to the General Liability policy & the Automobile policy to the extent that the organization qualifies as an Insured under Section II of the Coverage Form 79001 3-99. Copy of forms G17957G & 79001 are attached. Subro Waiver applies to General Liability, Automobile & Workers Comp policies. Project #PB07-3 Misc Repair Replacement & Improvement Projects PB Co Dept of Airport /CM Risk Continuing Services Contract

CERTIFICATE HOLDER PALM BEACH COUNTY c/o DEPARTMENT OF AIRPORTS 846 PALM BEACH INT'L AIRPORT WEST PALM BEACH, FL 33406-1470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 Mark Kasten/DEBBIE 
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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.