

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

=====

Meeting Date: December 21, 2010	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Approve** a contract with American Red Cross Greater Palm Beach Area Chapter (Red Cross) to provide cold weather shelter staffing, meals, and supplies for the period November 1, 2010 through September 30, 2011. The contract will be automatically renewed for increments of one (1) year terms beginning October 1, 2011, through September 30, 2012, thereafter unless otherwise notified by the Red Cross and/or the County.

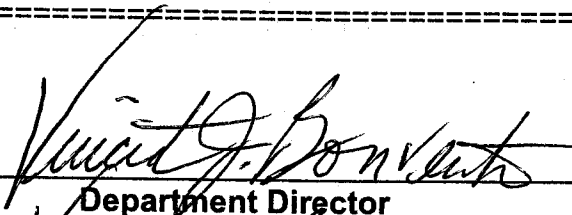
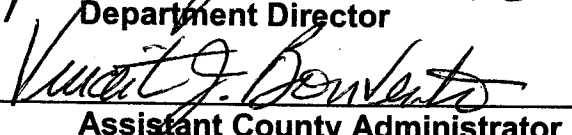
Summary: The Department of Public Safety has overseen the management of Cold Weather Shelters through its Division of Emergency Management for many years. Prior to the 2009/2010 cold weather season, the Salvation Army provided shelter service at the Center of Hope, which was their primary shelter facility. The Westgate Community Center and West County Senior Center were used as back-up. However, during the 2009/2010 cold weather season, due to severe capacity reasons, the Salvation Army has discontinued providing this service. In order to continue to accommodate this primary role of facilitating staffing, meals and daily management of the cold weather shelters, staff is requesting approval to enter into a contract with the Red Cross to facilitate the sheltering of the homeless during our cold weather periods. The contract stipulates the reimbursement rate for meals (\$1.62 per meal) blankets (\$4.95 each) and other incidental costs. **Countywide (GB)**

Background and Policy Issues: Red Cross has been an integral non-profit partner with Palm Beach County for many years as it relates to cold weather sheltering. Costs to the County have been minimal for cold weather shelter needs over the years by virtue of being covered predominately by the Red Cross and Salvation Army for staffing, logistics and management.

Attachment

- 1) American Red Cross Disaster Services Contract

=====

Recommended by:		11/29/10
	Department Director	Date
Approved By:		11/29/10
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 7150 Object 3401

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

*The fiscal impact is indeterminable at this time and ultimately depends on the cold weather season and the number of residents that attend the shelters. The County will reimburse the American Red Cross from invoices and supporting documentation reflecting the allowable costs incurred as identified in the contract. These costs will be absorbed through the Public Safety Department's operating budget.

Departmental Fiscal Review: Stephanie Sepiola

III. REVIEW COMMENTS

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

Ballpark Max Estimate Per Exhibit A	1550 residents x \$4.95 (blankets) 1550 " x \$1.00 (medicine) 1550 " x \$1.62 (meal) x 2 (2 meals a day)	\$7,673 \$1,550 \$5,022 <u>\$14,245.00</u>
--	--	---

[Signature] 12/2/2010
 OFMB
 12/1/10
 12/1/10
 12/1/10

[Signature] 12/3/10
 Contract Administration

B. Legal Sufficiency:

[Signature] 12/6/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

**STANDARD CONTRACT
BETWEEN PALM BEACH COUNTY BOARD OF COUNTY
COMMISSIONERS AND THE AMERICAN RED CROSS
GREATER PALM BEACH AREA CHAPTER**

This contract is made as of the ____ day of _____, 2010 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the American Red Cross Greater Palm Beach Area Chapter, a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as RED CROSS, whose Federal I.D. is 53-0196605.

WHEREAS, the COUNTY recognizes the need to assist the citizens of Palm Beach County during cold weather periods necessitating the need to open the County's cold weather shelters; and

WHEREAS, COUNTY has committed to assist with some of the cold weather shelter costs when the cold weather shelters open;

WHEREAS, it has been determined mutually beneficial to all Parties to execute this contract which sets forth the parameters under which the COUNTY provides support to RED CROSS in addressing the costs of opening the cold weather shelters;

In consideration of the mutual promises contained herein, the COUNTY and the RED CROSS agree as follows:

Article 1. PURPOSE

This contract delineates the responsibilities of the COUNTY for reimbursement of costs in addressing the costs of opening the cold weather shelters.

The County's representative/liaison during the performance of this contract shall be Brian Edwards, Senior Planner, telephone number (561) 712-6317 or designee.

The RED CROSS representative/liaison during the performance of this contract shall be Mark J. Goggin, Emergency Services Director, telephone number (561) 650-9102.

Article 2. SCOPE

The provisions of this contract apply to the utilization of COUNTY funds in addressing logistical items and meal costs of opening the cold weather shelters.

Article 3. TERMS OF CONTRACT AND AUTOMATIC RENEWAL

The term of this contract is from November 1, 2010 through September 30, 2011. The contract will be automatically renewed, providing that funding is available, for increments of one (1) year terms beginning October 1, 2011 through September 30, 2012, thereafter unless otherwise notified by the RED CROSS and/or the COUNTY.

Article 4. RED CROSS RESPONSIBILITIES:

A. The RED CROSS is assuming responsibility for staffing of cold weather shelters at no cost to the COUNTY. The RED CROSS will submit to the COUNTY invoices reflecting the costs of the meals provided at the cold weather shelters at the rate of \$1.62 per meal, two (2) meals (breakfast and dinner) per day, per person. Other authorized reimbursable expenses include blankets at the rate of \$4.95 per blanket and medical/hygiene kits at the rate of \$1.00 each as identified in Exhibit A.

B. Nothing in this contract shall represent a commitment by the COUNTY nor shall be construed as intent by the COUNTY to fund any others costs associated with the opening of cold weather shelters other than the costs listed in Article 4, paragraph A herein.

Article 5. BILLING SCHEDULE:

Invoices received from RED CROSS pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Payments shall be sent to:

Rob Levine
Chief Executive Officer
American Red Cross
Greater Palm Beach Area Chapter
825 Fern Street
West Palm Beach, Florida 33401
Attn: Cold Weather Alert and Notification – Invoice Number _____

Article 6. COUNTY RESPONSIBILITIES:

COUNTY shall be responsible for the reimbursement costs of two (2) meals per day, breakfast and dinner, to be provided by RED CROSS to all of the citizens staying at the cold weather shelters upon receipt of invoice requesting reimbursement and a count sheet showing the dates and number of clients sheltered at the cold weather shelters.

The COUNTY will accept from RED CROSS invoices reflecting the costs of the meals provided at the cold weather shelters at the rate of \$1.62 per meal, two (2) meals (breakfast and dinner), per day, per person utilizing the cold weather shelter. Other authorized reimbursable expenses include blankets at the rate of \$4.95 per blanket and medical/hygiene kits at the rate of \$1.00 each as identified in Article 4.

Article 7. INDEMNIFICATION

The RED CROSS shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the RED CROSS during the performance of the RED CROSS's service under this Contract.

ARTICLE 8. NONDISCRIMINATION

The RED CROSS 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, familial status, sexual orientation, gender identity and expression.

Article 9. TERMS OF THE CONTRACT

This contract will remain in effect until such time as either PARTY either amends the contract or cancels the contract. The effective date of this contract is November 1, 2010.

Article 10. AMENDMENTS TO THIS CONTRACT

The COUNTY and the RED CROSS agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

Article 11. TERMINATION

This contract may be terminated without cause by either party to the contract with or without cause.

Article 12. INSURANCE REQUIREMENTS

RED CROSS agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by RED CROSS is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by RED CROSS under this contract.

Commercial General Liability - RED CROSS agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

Waiver of Subrogation - RED CROSS agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit RED CROSS to enter into an pre-loss agreement to waive subrogation without an endorsement, then RED CROSS agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should RED CROSS enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance - RED CROSS agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

Additional Insured - RED CROSS agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

ARTICLE 13. AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 14. REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

The RED CROSS is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the RED CROSS' sole direction, supervision, and control. The RED CROSS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the

RED CROSS' relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Article 16. INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the RED CROSS, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and RED CROSS has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Vincent J. Bonvento

WITNESS (of the RED CROSS):

RED CROSS:

Signature

Company Name

Name (type or print)

Signature

Signature

Typed Name

Name (type or print)

Title

(corp. seal)



American Red Cross

Greater Palm Beach Area Chapter
Palm Beaches/Treasure Coast Region
American Red Cross
825 Fern Street.
West Palm Beach, FL 33401

Disaster Services

To: Brian Edwards
Planner, PBC EMA

Date: November 15, 2010

From: Mark Goggin
Emergency Services
Director

Subject: Proposed Reimbursement cost for
Cold Shelters

The following is a break out of cost per person associated with the operation of cold weather shelters.

Items/cost based on providing services for the 1,550 shelter residents and billed as reimbursement expense.

Item	Unit Cost
Blankets	\$ 4.95 per person
Medical\Hygiene kits	\$ 1.00 per person
Food items	
Maximum 2 meals a day (dinner/ breakfast)	\$ 1.62 /per person – per meal served



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2010

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 Marsh USA Inc. (Philadelphia) Two Logan Square Philadelphia, PA 19103 215.246.1000 fax 215.246.1399 Attn: Redcross.certrequest@marsh.com 849428-SIR-CAS-10-11	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
G PALM FL CLIE AI MAIL	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED GREATER PALM BEACH AREA CHAPTER AMERICAN NATIONAL RED CROSS 825 FERN STREET WEST PALM BEACH, FL 33401	NAIC # 24147

COVERAGES		CERTIFICATE NUMBER: CLE-003101327-01		REVISION NUMBER: 8			
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZZ 50583	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) SEE ADDITIONAL PAGE TEXT.							


CERTIFICATE HOLDER PALM BEACH COUNTY C/O PUBLIC SAFETY DEPARTMENT ATTN: VINCE BONVENTO 20 SOUTH MILITARY TRAIL WEST PALM BEACH, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Roger C Fell
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

ADDITIONAL INFORMATION		CLE-003101327-01	DATE (MM/DD/YY) 11/18/2010
PRODUCER Marsh USA Inc. (Philadelphia) Two Logan Square Philadelphia, PA 19103 215.246.1000 fax215.246.1399 Attn: Redcross.certrequest@marsh.com 849428-SIR-CAS-10-11			
G PALM FL CLIE AI MAIL		INSURERS AFFORDING COVERAGE	NAIC #
INSURED GREATER PALM BEACH AREA CHAPTER AMERICAN NATIONAL RED CROSS 825 FERN STREET WEST PALM BEACH, FL 33401		INSURER G:	
		INSURER H:	
		INSURER I:	
		INSURER J:	

TEXT

RE: CHAPTER OPERATES TWO COLD WEATHER SHELTERS UNDER AGREEMENT WITH PALM BEACH COUNTY EMERGENCY MANAGEMENT THROUGHOUT THE POLICY PERIOD (07/01/2010 TO 07/01/2011); SHELTERS ARE LOCATED AT WESTGATE COMMUNITY CENTER 3691 OSWEGO AVE, WEST PALM BEACH, FL AND WEST COUNTY SENIOR CENTER 2916 STATE ROAD 15, BELLE GLADE, FL
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO COMMERCIAL GENERAL LIABILITY COVERAGE AS PER POLICY BLANKET ADDITIONAL INSURED ENDORSEMENT #CG 20 26 07 04. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO PERSONS OR ORGANIZATIONS AS REQUIRED BY CONTRACT OR AGREEMENT.

CERTIFICATE HOLDER	
PALM BEACH COUNTY C/O PUBLIC SAFETY DEPARTMENT ATTN: VINCE BONVENTO 20 SOUTH MILITARY TRAIL WEST PALM BEACH, FL 33415	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Roger C Fell 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All Persons Or Organizations Where Required By Contract Or Agreement	On File With Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.