



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	* 0	see below			

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 Scimm

**III. REVIEW COMMENTS**

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

[Signature] 1/25/2011  
 OFMB  
 VA  
 1/24/11  
 1/24/11

[Signature] 1/31/11  
 Contract Dev. and Control  
 1/24/11

This amendment complies with our review requirements.

**B. Legal Sufficiency:**

[Signature] 2/2/11  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**AMENDMENT NO. 2 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. 2 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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, on April 20, 2010, the County entered into Amendment #1 (R2010-0607) with the CONTRACTOR to exercise the first one (1)-year renewal option for the continuation of services provided by the CONTRACTOR under this contract.

WHEREAS it is the County's desire to exercise the second 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 delete the following language from ARTICLE 13 Palm Beach County Office of the Inspector General

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.

2. Amend the Contract to delete the following language from General Conditions GC 68 PROGRESS PAYMENT PROCEDURES:

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.

3. The parties hereby agree to amend the Contract to include the second one (1) year renewal option for the continuation of services provided by the CONTRACTOR under this Contract.
4. 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 Second Amendment to the Contract to be signed by the Chair 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: \_\_\_\_\_  
Karen T. Marcus, 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 8-15-91  
(Date of Incorporation: )

By: [Signature]  
Director of Airports

By: [Signature]  
(Signature)

[Signature]  
(Witness Signature - CONTRACTOR)

David Brooks.  
(Print Signatory's Name)

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

President  
(Print Title)  
1-27-11  
(Date of Execution)

(Corporate Seal)



## COMMENTS/REMARKS

#PB07-3 Misc Repair Replacement & Improvement Projects PB Co Dept of Airport /CM@Risk  
Continuing Services Contract



**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.**

**ALSO, THIS ENDORSEMENT CHANGES THE CONTRACTUAL LIABILITY COVERAGE WITH RESPECTS TO THE "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". SEE PARAGRAPH B.3. OF THIS ENDORSEMENT FOR THIS COVERAGE CHANGE.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

Designated Project:

As required by written contract

**(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)**

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
  - 1. Currently in effect or becoming effective during the term of this policy; and
  - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
  - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  - 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement. When coverage does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" such coverage will not apply beyond:
    - a. The period of time required by the written contract or written agreement; or

- b. 5 years from the completion of "your work" on the project which is the subject of the written contract or written agreement,  
whichever is less.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
    - e. An additional insured under this endorsement will as soon as practicable:
      - (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
      - (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
      - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
    - f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
  2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:
    4. **Other Insurance**
      - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



adoption. **Relative** includes a ward or foster child who resides with **you**.

10. **Suit** means a civil court proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged.
11. **Trailer** means a vehicle which is designed to be connected to and towed by an **automobile**.

12. **You or your** means the first named **insured** shown in the Declarations and if an individual, **your spouse** who resides in the same household.

13. **Your automobile** means the **automobile** described in the Declarations.

14. **We, us or our** means the Company providing this insurance.

## SECTION II - LIABILITY COVERAGE

### 1. COVERAGE

#### a. Liability Coverage - Bodily Injury and Property Damage

We will pay damages for **bodily injury** and **property damage** for which **you** become legally responsible because of or arising out of the ownership, maintenance or use of **your automobile** (that is not a **trailer**) as an **automobile**. We will pay such damages:

- (1) on **your** behalf;
- (2) on behalf of any **relative** using **your automobile** (that is not a **trailer**);
- (3) on behalf of any person using **your automobile** (that is not a **trailer**) with **your** permission or that of a **relative**; and
- (4) on behalf of any person or organization legally responsible for the use of **your automobile** (that is not a **trailer**) when used by **you**, a **relative**, or with **your** permission or that of a **relative**.

We will settle or defend, as we consider appropriate, any claim or **suit** for damages covered by this policy. We will do this at **our** expense, using attorneys of **our** choice. This agreement to settle or defend claims or **suits** ends when we have paid the limit of **our** liability.

#### b. Trailers

(1) The Liability Coverage provided by this policy for **your automobile** (that is not a **trailer**) or provided for any other **automobile** (that is not a **trailer**) extends:

- (a) to any **trailer** connected to or accidentally disconnected from such **automobile**. This coverage includes the **trailer** owner.
- (b) to any non-motorized farm machine or farm wagon while connected to or accidentally disconnected from such **automobile**. This coverage includes the non-motorized farm machine or farm wagon owner. No coverage applies to the operation or to the loading or unloading of the non-motorized farm machine or the farm wagon.

(2) The Liability Coverage provided by this policy for **your automobile** (that is not a **trailer**) also extends to any **trailer** not maintained or used for commercial purposes:

- (a) which is owned by **you**.
- (b) which is owned by a **relative** who also owns an **automobile** (that is not a **trailer**) scheduled in the Declarations.
- (c) which is owned by a **relative** who does not own an **automobile** other than the **trailer**.
- (d) which is not owned by an individual described in (a), (b) or (c) above while

the trailer is in the care, custody or control of such individual.

Coverage is extended only when such trailer:

(a) is not connected to an **automobile**. This coverage applies to only **your** liability or **your relative's** liability arising from the ownership or use of the **trailer**.

(b) is connected to an **automobile** (that is not a **trailer**) for which Liability Coverage is not provided by this policy. This coverage applies to only **your** liability or **your relative's** liability arising from use of the **trailer** by a person or organization other than **you** or **your relative**. No coverage applies to the owner or operator of the **automobile** or to the owner of a **trailer** described in (d) above.

### c. Other Automobiles Covered

The Liability Coverage provided for **your automobile** also applies to certain other **automobiles**. It applies:

(1) to an **automobile** you do not own which is temporarily used as a substitute for **your automobile**. **Your automobile** must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute **automobile** is not covered.

(2) to an **automobile** of the same type which **you** acquire after the inception date of the current policy term if:

(a) it replaces **your automobile**. **You** must report the replacement **automobile** to **us** no later than the expiration date of the policy term during which the **automobile** was acquired; or

(b) it is an additional **automobile** and **we** insure all **automobiles** **you** already own provided **you**:

1) report the additional **automobiles** to **us** within 30 days of delivery; and

2) pay any required additional premiums.

This extension does not apply if **you** have other liability insurance that applies to the **automobile** **you** acquire.

## 2. EXCLUSIONS

Liability Coverage does not apply:

a. to any person for **bodily injury** or **property damage** arising out of or resulting from an intentional act of that person.

b. to any person operating or employed by an **automobile** garage, repair shop, sales agency, service station or public parking place. This exclusion does not apply to:

(1) **you**;

(2) a **relative**; or

(3) any person associated with or employed by **you**;

while using **your automobile** in such business.

c. to any **automobile** while used as a public or livery conveyance. This exclusion does not apply to car pooling on a share the expense basis.

d. to any **automobile** while:

(1) preparing for;

(2) practicing for; or

(3) participating in;

any prearranged racing, speed or demolition contest.