

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

Meeting Date: May 1, 2012

☒ 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. 3 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 third and final one (1) year renewal option for the continuation of services; and to modify the contract to include language regarding the compliance with E-Verify and Direct Purchase Materials.

**Summary:** The CMR Contract with David Brooks Enterprises, Inc. a Palm Beach County company, 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. Amendments No. 1 and No. 2 exercised two out of the three renewal options. Approval of Amendment No. 3 will allow the County, at its sole discretion, to exercise the third and final one (1) year renewal option for the continuation of services provided under the CMR Contract. In addition, approval of Amendment No. 3 will modify the contract to include additional language relating to provisions for State of Florida sales and use tax exemption for County-furnished materials and compliance with Federal requirements that the Contractor utilize the U.S. Department of Homeland Security's E-Verify System, in accordance with the terms governing use of the system, to confirm the employment eligibility of the employees to work in the United States. The Small Business Enterprise (SBE) Goal for this contract was established at 15%. The total anticipated SBE contract participation is 25%. **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 third and final 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. 3 will also modify the Contract to include new language required under State or Federally funded projects that the Contractor confirms the employment eligibility of the employees to work in the United States. In addition, the original contract executed in 2008 with David Brooks Enterprises did not include language for direct owner purchase of materials while still holding the Contractor responsible for all matters relating to the receipt of materials and equipment furnished by the County. This language allows for substantial cost savings for the County due to direct owner purchase of materials while still holding the Contractor responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with the Special Conditions contained in the Amendment.

**Attachments:**

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

Recommended By: \_\_\_\_\_

Department Director

Date

Approved By: \_\_\_\_\_

County Administrator

Date



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>~0~</u> <sup>*see below</sup>	_____	_____	_____	_____
# 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:

C. Departmental Fiscal Review: CM Summer

## III. REVIEW COMMENTS

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

\*Fiscal impact is indeterminable, work will be performed on a task order basis.

N. [Signature] 4/15/12  
OFMB

Dr. J. Jacobson 4/13/12  
Contract Dev. and Control  
4-13-12 [Signature]

### B. Legal Sufficiency:

[Signature] 4/17/12  
Assistant County Attorney

This amendment complies with our review requirements.

### C. Other Department Review:

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

REVISED 9/03  
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



**AMENDMENT NO. 3 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. 3 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 on February 15, 2011 the County entered into Amendment #2 (R2011-0184) with the CONTRACTOR 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. The parties hereby agree to amend the Contract to add the following E-Verification requirements:

Contractor acknowledges and agrees to the following:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

- a. all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- b. all persons including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Owner.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>



2. The parties hereby agree to amend the Contract to include the third and final one (1) year renewal option for the continuation of services provided by the CONTRACTOR under this Contract.
3. The parties hereby agree to amend the General Conditions, Section 14 TAXES to add the following paragraphs:

14. County Furnished Materials

- 14.1. The Contractor shall include Florida State Sales and other applicable taxes in his bid for material, supplies, and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Contractors bid and/or contract.

County reserves the right to require Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County-Furnished Materials" and the responsibilities of both County and Contractor relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

- 14.2. Material suppliers shall be selected by the Contractor awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Contractor to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Contractor shall include the price for all construction materials in his bid. County-purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

- 14.3. To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Contractor will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Purchased Materials. The Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices. The Contractor will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Contractor's recommendations and purchases will be made according to County procedures.

- 14.4. Contractor shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Contractor for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Contractor shall prepare Purchasing Requisition Request Forms which shall, in form and detail be acceptable to County and shall specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model or specification number of the item
- c. quantity needed as estimated by Contractor
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote



- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Contractor
- i. any reduction in Contractor's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in his proposal

Contractor shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

- 14.5. The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be approved by the Palm Beach County Board of Commissioners before implementation of this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Contractor may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Contractor, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Contractor shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County- Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Contractor in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

- 14.6. In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Contractor shall execute and deliver to the County one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all County- Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to County, plus savings to Contractor in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Airports or his/her authorized representative shall be the approving authority for the County on deductible Change Orders in conjunction with County-Furnished Materials.
- 14.7. All shop drawings and submittals shall be made in accordance with GC 45, Contractor Furnished Drawings, Data & Samples, of the General Conditions.
- 14.8. Contractor shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage



to equipment and materials following acceptance of items by the Owner due to the negligence of the Contractor. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Contractor for the particular materials furnished. The Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The Contractor agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Contractor.

- 14.9. As County-Furnished Materials are delivered to the jobsite, the Contractor shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Contractor shall assure that each delivery of County-Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or Project Manager may require. The Contractor will then forward the invoice to the County through the Project Manager for payment.
- 14.10. The Contractor shall insure that County-Furnished Materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Contractor discovers defective or non-conformities in County-Furnished Materials upon such visual inspection, the Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming County-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to County resulting from Contractor's incorporation of such materials into the Project, including liquidated or delay damages.
- 14.11. The Contractor shall maintain records of all County-Furnished Materials incorporated into the Work from the stock of County-Furnished Materials in its possession. The Contractor shall account monthly to the County through the Project Manager for any County-Furnished Materials delivered into the Contractor's possession, indicating portions of all such materials which have been incorporated into the Work.
- 14.12. The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor, or subcontractor.
- 14.13. Notwithstanding the transfer of County-Furnished Materials by the County to the Contractor's possession, the County shall retain legal and equitable title to any and all County-Furnished Materials.
- 14.14. The transfer of possession of County-Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and the Contractor. The County shall be considered the bailor and the Contractor the bailee of the County-Furnished Materials. County-Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 14.15. The Contractor shall purchase and maintain Builders Risk insurance sufficient to protect against any loss of or damage to County-Furnished Materials. Such insurance shall cover the full value of any County-Furnished Materials not yet incorporated into the Project during the



period between the time the County first takes title to any such County-Furnished Materials and the time when the last of such County-Furnished Materials is incorporated into the Project or consumed in the process of completing the Project.

- 14.16. The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.
- 14.17. On a monthly basis, Contractor shall be required to review invoices submitted by all suppliers of County-Furnished Materials delivered to the project sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects in such materials.
- 14.18. In order to arrange for the prompt payment to the suppliers, the Contractor shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.
- 14.19. At the end of the project, Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all County-Furnished Materials overruns and will be credited with an additive Change Order representing the value, less applicable sales taxes, of all County-Furnished Material underruns which were not ordered and paid for by the County. Salvage materials shall be stored or removed from the site by the Contractor at the County's direction, or may be turned over to the Contractor for salvage or disposal at the Contractor's option.
- 14.20. The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.
- 14.21. The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Project Manager. If the supply bond is required the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Contractor.

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 Third 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: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

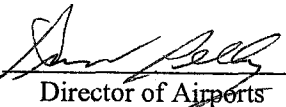
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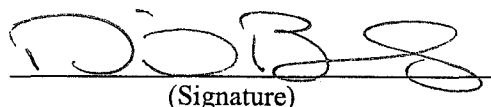
BY: \_\_\_\_\_  
County Attorney

DAVID BROOKS ENTERPRISES INCORPORATED  
Company Name

APPROVED AS TO TERMS AND  
CONDITIONS:

A August 15, 1991  
(Date of Incorporation: )

By:   
Director of Airports

By:   
(Signature)

Marcia A. Guider  
(Witness Signature - CONTRACTOR)

\_\_\_\_\_  
David Brooks  
(Print Signatory's Name)

Marcia A. Guider  
Witness Name (Type or Print) - CONTRACTOR

\_\_\_\_\_  
President  
(Print Title)

March 29, 2012  
(Date of Execution)

(Corporate Seal)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/29/2012

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).

<b>PRODUCER</b> Tequesta Agency, Inc. dba Tequesta Insurance Advisors 218 S US Highway One, Ste 300 Tequesta FL 33469		<b>CONTACT</b> NAME: Debra Neumann, CIC PHONE (A/C, No, Ext): (561) 746-4546 FAX (A/C, No): (561) 746-9599 E-MAIL ADDRESS: dneumann@tequestainsurance.com	
<b>INSURED</b> David Brooks Enterprises, Inc. 9000 Burma Road #101 Palm Beach Gardens FL 33403		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Trust Ins Co. NAIC # 20141 INSURER B: FCCI Commercial Insurance Co. 03499 INSURER C: FCCI Insurance Company 10178 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: AI Master eff 3/1/12 REVISION NUMBER:

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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		GL0012061-1	8/1/2011	8/1/2012	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 - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
B	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0012761-1	8/1/2011	8/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 100,000 EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	1166645	3/1/2012	3/1/2013	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
CM@Risk Continuing Services Contract

See attached addendum for Additional Insured and Subrogation Waiver

## CERTIFICATE HOLDER

## CANCELLATION

PALM BEACH COUNTY  
c/o DEPARTMENT OF AIRPORTS  
846 PALM BEACH INT'L AIRPORT  
WEST PALM BEACH, FL 33406-1470

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

Mark Kasten/DEBBIE

ACORD 25 (2010/05)

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INS025 (201005).01

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## COMMENTS/REMARKS

Certificate Addendum for Certificate issued to PALM BEACH COUNTY c/o DEPARTMENT OF AIRPORTS

CM@Risk Continuing Services Contract

Palm Beach Co Board of Co Commissioners a Political Subdivision of the State of FL its Officers Employees & Agents are additional insureds per form CGL084 12-10 attached to the General Liability policy & the Automobile policy to the extent that the organization qualifies as an Insured under Section II A.1 of the Coverage Form CAU003-FL 12-08. Subro Waiver in favor of certificate holder applies to General Liability, Automobile & Workers Comp policies.

Copy of forms CGL084 12-10, CAU003-FL 12-08 & WC000313 4-84 are attached.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

- A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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 work" for the additional insured. Such person or organization is an additional insured for liability caused by your ongoing operations and the "products-completed operations hazard."

- B. All policy exclusions relating to you in the Commercial General Liability Coverage Form, including any exclusions added by endorsement, shall apply to the additional insured herein.

- C. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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; or
2. Supervisory, inspection, architectural or engineering activities.

- D. This endorsement does not apply to any additional insureds scheduled by name on other additional insured endorsements attached to the Commercial General Liability Coverage Form.