

CONSTRUCTION MANAGER AT RISK SERVICES CONTINUING SERVICES CONTRACT

THIS CONTRACT, made and entered into _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Owner" and J.F. Houston Construction, Inc., hereinafter referred to as the "Construction Manager".

WITNESSETH:

That the said Construction Manager having been awarded the contract for the:

**MISCELLANEOUS REPAIR, REPLACEMENT & IMPROVEMENT PROJECTS AT
PALM BEACH COUNTY GLADES AIRPORT (PAHOKEE)
PROJECT NO. GL 06-6**

hereinafter referred to as "Project" and in accordance with the Construction Manager's Proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Request for Proposals.
- B - General Conditions.
- C - Special Conditions.
- D - Construction Manager's Proposal.
- E - Insurance Certificates.

ARTICLE 1

The Construction Team and Extent of Agreement

1.1 The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owner. The Construction Manager shall comply with all FAA & FDOT Rules and Regulations, including funding requirements.

1.2 The Construction Team: The Construction Manager, the Owner, and the Architect/Engineer (the "Construction Team") will cooperate together through construction completion. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect/Engineer will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager.

1.3 Extent of Agreement: This Agreement is complementary to the Conditions of the Contract, and together with them, represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. Where this Agreement is expressly in conflict with the Conditions of the Contract, this Agreement will prevail. Where this Agreement is silent, the Conditions of the Contract, and the requirements of the Drawings and Specifications (to be furnished later) will prevail. This Agreement may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

"Owner" means Palm Beach County, and the terms will be used interchangeably;
"Contractor" means Construction Manager, and the terms will be used interchangeably;

"Subcontractor" means Trade Contractor, and the terms will be used interchangeably; and,

"Contract Sum" means Guaranteed Maximum Price, and the terms will be used interchangeably.

"Construction Team" means Owner, Architect/Engineer and Construction Manager.

ARTICLE 2

Construction Manager's Basic Services

2.0 The Construction Manager's Basic Services under this Agreement include preconstruction phase services and construction phase services.

2.0.1. The services of this Contract include separate individual tasks or projects. Task assignments will be subject to scope definition and determination of level of effort on a task-by-task basis.

2.0.2. Assignment of tasks and projects to the Construction Manager will be at the sole discretion of the Owner. Task scope and fee negotiation will be performed on a task-by-task basis. No minimum amount of services or compensation is guaranteed. This is not an exclusive contract. The Owner may enter into similar contracts with other Construction Managers to provide the same or similar services during the term of this contract.

2.0.3. Each task performed under this Contract will be assigned to Construction Manager for accomplishment by a separate written authorization. For each task Owner will require Construction Manager to provide proposed written scope of services including schedule and cost, for Owner review. Upon mutual agreement of the scope of services, schedule and cost, Owner will issue a notice to proceed for each assigned task.

2.0.4 The types of individual projects or tasks to be assigned to Construction Manager under this Contract may include, but not necessarily limited to library and other county facilities including new construction, renovations, or remodeling.

2.0.5. Not all projects will require construction services, but may only include pre-construction services including estimating. The Owner reserves the right to bid any project for which preconstruction services were provided by the Construction Manager.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect/Engineer in maintaining the project budget and project scope. The Construction Manager shall:

2.1.1 Provide preconstruction deliverables consisting of 7 copies of reports at Schematic Design, 100% Design Development, 50% Construction Documents, and 100% Construction Documents together with a Guaranteed Maximum Price proposal. The reports shall include a complete discussion and summary of the services provided in accordance with Subparagraphs 2.1.2 through 2.1.8 herein below, including the schedule and a detailed cost estimate.

2.1.2 Review designs during their development. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives.

2.1.3 Provide, for the Architect/Engineer's and the Owner's review and acceptance, a Project Schedule that coordinates and integrates the Construction Manager's services, the Architect/Engineer's services and the Owner's responsibilities with anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.4 Prepare for the Owner's approval a detailed estimate of Construction Cost, as defined in Article 8 herein, developed by using estimating techniques which anticipate the

various elements of the Project, and based on design documents prepared by the Architect/Engineer. Update and refine this estimate periodically as the Architect/Engineer prepares Construction Documents. Advise the Owner and the Architect/Engineer if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

2.1.5 Coordinate Construction Documents by consulting with the Owner and the Architect/Engineer regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost or schedules.

2.1.6 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect/Engineer will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.7 It is incumbent upon the Construction Manager to advise the Architect/Engineer of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.8 Advise on the separation of the Project into contracts for various categories of Work. If separate contracts are to be awarded by the Owner, review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.9 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction.

2.1.9.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect/Engineer. Expedite and coordinate delivery of these purchases.

2.1.10 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.11 Make recommendations for pre-qualification criteria for bidders and develop bidders' interest in the Project. Establish bidding schedules.

2.1.12 Schedule and conduct monthly meetings of the Construction Team, and prepare and distribute minutes.

2.1.13 Based upon Drawings and Specifications produced by the Architect/Engineer, develop Guaranteed Maximum Price (GMP) Proposal(s), including, a Project Construction Schedule, itemized by Trade Contract, for phases of Work as required by the Owner. If the documents as prepared by the Architect/Engineer are not adequate for the development of a Guaranteed Maximum Price, the Construction Manager shall notify the Owner immediately, prior to developing the GMP. All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP Proposal.

2.1.13.1 If the GMP Proposal is accepted, in writing, by the Owner, it will become an Amendment to this Agreement which will establish the GMP, Contract Time, and liquidated damages for that phase of the Work. A Public Construction Bond and Form of Guarantee on the Owner's standard forms and Builder's Risk Insurance Policy shall be provided by the Construction Manager simultaneously with the GMP Amendment.

2.1.13.2 If the GMP proposal is not accepted by the Owner, the Owner shall so notify the Construction Manager in writing. The Construction Manager shall then recommend adjustments to the Work through value engineering. The Construction Team and Owner will discuss and negotiate these recommendations for no more than 14 calendar days, unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another Construction Manager or separately bid the project.

2.1.14 The Construction Manager's personnel to be assigned during the Preconstruction phase and their duties to this project will be attached as an Exhibit to each task authorization.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under Trade Contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work or perform such Work with its own forces without the prior written consent of the Owner. The Construction Manager shall:

2.2.1 Administer the construction phase as provided herein and in the Conditions of the Contract, which include the following: General Conditions, and Special Conditions.

2.2.2 Commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price Amendment and Notice to Proceed from the Owner.

2.2.3 Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Develop Trade Contractor interest in the Project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents. Take competitive bids on the Work of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect/Engineer a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work. Specifically, review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. Maintain records of all pre-award interviews with apparent low bidders. Promptly award and execute Trade Contracts with approved Trade Contractors. Provide copies of fully executed Trade Contracts, insurance certificates and, if required, bonds to the Owner.

2.2.3.1 Construction Manager shall make its best effort to encourage Palm Beach County Trade Contractors to bid on the project and to award work to Palm Beach County firms.

2.2.4 Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect/Engineer and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect/Engineer over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.2.5 Maintain exclusively for this Project a competent full-time staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to

coordinate, inspect and provide general direction of the work and progress of the Sub-Contractors and he shall provide no less than those personnel during the respective phases of construction that are set forth in an Exhibit to the GMP Amendment. He shall not change any of those person unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Owner's consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish procedures for coordination among the Owner, Architect/Engineer, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In coordination with the Architect/Engineer, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Conditions of the Contract.

2.2.7 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Provide prior notice to Owner and Architect/Engineer of all such meetings, and prepare and distribute minutes. Schedule and attend Team meetings with the Architect/Engineer and Owner.

2.2.8 Review the schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitoring and update the Project Schedule and

various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined in Subparagraph 2.2.16 herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect/Engineer, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 Whenever Owner-Furnished Contractor-Installed (OFCI) materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Owner-Furnished Contractor-Installed (OFCI) work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect/Engineer whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly project report outlined in Subparagraph 2.2.16 herein.

2.2.12 Maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect/Engineer, review requests for changes and submit recommendations to the Owner and Architect/Engineer.

2.2.13.1 When requested by the Owner or Architect/Engineer, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub-subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Architect/Engineer including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect/Engineer. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Hazardous material, described by federal guidelines brought by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a

concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

ARTICLE 3

Additional Services

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Owner and the Construction Manager at the time of the additional service request.

ARTICLE 4

Owner's Responsibilities

4.1 The Owner will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect/Engineer, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 The Owner may retain a threshold inspector, if required by Chapter 553, Florida Statutes.

4.3 The Owner will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

Schedule

5.1 Preconstruction Phase: The Construction Manager shall submit the required Reports and Guaranteed Maximum Price Proposal within 30 days after the Construction Documents have been made available to the Construction Manager.

5.2 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, the number of days for performance of the Work under the construction phase of

this Agreement, a Project Substantial Completion date, a Project final completion date and an Owner occupancy date in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon Substantial Completion date, final completion date and Owner occupancy date. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages shall be assessed at rate to be determined by the Owner for each Project assignment.

5.3 In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. Within 7 days, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

5.4 The Owner shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner in writing and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6

Guaranteed Maximum Price

6.1 The "Guaranteed Maximum Price" (GMP) includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, and the Construction Manager's fee as defined in Paragraph 7.2 herein. The GMP will be established based on Construction Documents prepared by the Architect/Engineer. The GMP is subject to modification for changes in the Work as provided in Article 9, herein.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted

upon Final Completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the documented Construction Manager's Fee and the actual expenditures representing the Cost of the Work as defined in Article 8, herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 By execution of this Agreement, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.5 Adjustments to the GMP will be made as described in the Conditions of the Contract.

ARTICLE 7

Payments to Construction Manager

7.1 In consideration of the performance of the Agreement, the Owner agrees to pay the Construction Manager, as compensation for its services an amount as set forth in each contract Amendment:

7.1.1 For preconstruction services, the total sum amount to be paid in the amounts specified at the satisfactory completion of the following phases:

- 100% Schematic Design
- 100% Design Development
- 50% Const. Docs.
- 100% Const. Docs.

7.1.1.1 Upon receipt of the Notice to Proceed, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Agreement, which includes the Construction Manager's fee as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 287.0585, F.S., within seven working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Fee during the Construction Phase includes the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.2.11 All costs incurred during the guarantee period after construction.

7.3 Adjustments in the fee will be made as follows:

7.3.1 Adjustments due to Changes in the Work shall be made as described in the General Conditions of the Contract.

7.3.2 For delays in the Work caused by the Owner, the Construction Manager shall be entitled to additional fee to compensate the Construction Manager for its increased expenses. The amount of this increased fee shall be calculated at a daily rate derived by dividing the basic fee (excluding overhead and profit) established in the accepted GMP proposal by the Contract Time established in the GMP Amendment to the Agreement.

7.4 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre audit and post audit thereof.

ARTICLE 8

Cost of the Work

8.1 The term "Cost of the Work" shall mean costs including General Conditions costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 7.2, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 The Owner agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, through completion of the Work. Such payment shall be in addition to the Construction Manager's Fee as stipulated in Paragraph 7.2, herein.

8.2 Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fee in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Agreement, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner. The cost of insurance for the Construction Manager, trade contractors, and sub-subcontractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Agreement.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen which are employed or consumed in the performance of the Work.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.2.20 The Construction Manager (CM) shall arrange for all job-site facilities necessary to enable the Construction Manager, the Owner's Representative and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of construction. All cost to be born by the Construction Manager.

ARTICLE 9

Changes in the Work

9.1 The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Condition of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

ARTICLE 10

Discounts

10.1 All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

ARTICLE 11

Insurance

11.1 The Construction Manager shall provide insurance as required by the General Conditions of the Contract.

11.2 The Owner may elect to purchase insurance under an Owner Provided Insurance Program, in which case the Construction Manager will not be required to provide insurance, but will provide coordination with the Owner and the Owner's insurance broker, as required. The Owner will inform the Construction Manager of its intention regarding insurance in sufficient time before the execution of the Guaranteed Maximum Price amendment to allow the Construction Manager to arrange for insurance and include the costs in the GMP, if necessary.

11.3 For insurance coverage, if provided by the Owner in accordance with Paragraph 11.2 above, the Owner shall provide insurance in effect from the issuance of the Notice to Proceed with the Work until Final Completion of the Work, and the Construction Manager shall ensure that each Trade Contractor and Sub-subcontractor are insured under the Owner's insurance programs, in accordance with this Article.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Construction Manager has hereunto set his hand and seal the day and year written. The Construction Manager represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

Assistant County Attorney

Director, Department of Airports

(Witness Signature)

CONSTRUCTION MANAGER
J. F. Houston Construction, Inc
(Corporate Name)

(Witness Name Printed)

a FLORIDA
Corporation
(Insert State of Corporation)

(Witness Signature)

By: _____
(Signatory)

JAVIER SANTANA
(Witness Name Printed)

JOSEPH F. HOUSTON
(Print Signatory's Name)

It's PRESIDENT (Print Title)

1 JUNE, 2007
(Date of Execution)

(Corporate Seal)

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: GL-06-6

DATE: 1 JUNE 2007

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of JF Houston Construction Corporation, a corporation corporation organized and existing in good standing under the laws of the State of FLORIDA, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 1 day of JUNE, 2007 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED that JOSEPH F. HOUSTON the PRESIDENT of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 1 day of JUNE, 2007.

Nicolina M. Houston
(Signature)

(CORPORATE SEAL)

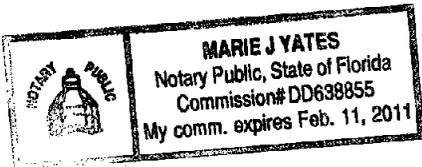
Nicolina M. Houston
(Print Signatory's Name)
It's Secretary

SWORN TO AND SUBSCRIBED before me this 1 day of JUNE, 2007 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced FID as identification and who did _____ take an oath.

Marie Yates
Notary Signature

Marie J. Yates
Print Notary Name

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:





600 SANDTREE DRIVE
SUITE 101
PALM BEACH GARDENS, FLORIDA 33403
TELEPHONE (561) 776-9001
FACSIMILE (561) 776-9605
www.calinc.com

May 31, 2007

Mr. Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406

**RE: J.F. HOUSTON CONSTRUCTION, INC.
MISCELLANEOUS REPAIR, REPLACEMENT AND IMPROVEMENT AT
PROJECTS AT PALM BEACH COUNTY GLADES AIRPORT (PAHOKEE)
PROJECT NO. GL 06-6**

Dear Mr. Allen:

This letter will serve as Contractors Bonding & Insurance Company's authority for Palm Beach County to date the Public Construction Bond and the necessary Power of Attorney for the above captioned.

We acknowledge this must be handled in this manner, as the necessary forms must be filed with Palm Beach County prior to the physical execution of the contract.

Yours truly,

D. Michael Stevens
Attorney-in-Fact
Contractors Bonding & Insurance Company

PUBLIC CONSTRUCTION BOND

BOND NUMBER: MB7358

BOND AMOUNT: \$622,158.00

CONTRACT AMOUNT: \$622,158.00

CONTRACTOR'S NAME: J.F. Houston Construction, Inc.

CONTRACTOR'S ADDRESS: 207 East Blue Heron Boulevard
Suite 1
Riviera Beach, Florida 33404

CONTRACTOR'S PHONE: (561) 848-8000

SURETY COMPANY: Contractors Bonding and Insurance Company

SURETY'S ADDRESS: 200 South Harbor City Boulevard
Suite 402
Melbourne, Florida 32901
(800) 372-2242

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 846 Palm Beach International Airport
West Palm Beach, Florida 33406

OWNER'S PHONE: (561) 471-7412

DESCRIPTION OF WORK: Miscellaneous Repair, Replacement and Improvement
Projects at Palm Beach County Glades Airport
(Pahokee)

PROJECT LOCATION: Palm Beach County Glades Airport (Pahokee)

LEGAL DESCRIPTION: 3800 State Rd. 715
Pahokee, Florida 33476-3033
PCN: 00-35-42-25-00-000-7010

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Six Hundred Twenty Two Thousand One Hundred Fifty Eight and 00/100 Dollars (\$ 622,158.00) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 200__, entered into a contract with the County for

Project Name: **Miscellaneous Repair, Replacement & Improvement Projects at Palm Beach County Glades Airport (Pahokee)**

Project No.: **GL 06-6**

Project Description: **Miscellaneous Repair, Replacement and Improvement Projects**

Project Location: **Palm Beach County Glades Airport (Pahokee)**

in accordance with Design Criteria Drawings and Specifications prepared by

| | |
|--|---|
| The LPA Group, Inc. 2090 Palm Beach Lakes Blvd. Suite 503 West Palm Beach, FL 33409 | R. Lee Laborde, P.E. 208 East Belvedere Street Lakeland, FL 33803 |
|--|---|

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County for the design and construction of Miscellaneous Repair, Replacement & Improvement Projects at Palm Beach County Glades Airport (Pahokee), the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
-

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness Maria J. [Signature]
Maria J. [Signature]

Principal J.F. Houston (Seal)
Construction, Inc.
 Title [Signature]
Joseph F. Houston, President

Witness Brenda [Signature]

Surety Contractors Bonding (Seal)
and Insurance Company
 Title [Signature]
D. Michael Stevens, Attorney-In-Fact

FORM OF GUARANTEE

GUARANTEE FOR: Miscellaneous Repair, Replacement and Improvement Projects at Palm Beach County Glades Airport (Pahokee).

We hereby, the undersigned, guarantee that the Miscellaneous Repair, Replacement & Improvement Projects at Palm Beach County Glades Airport (Pahokee), Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR
J.F. Houston Construction, Inc.

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: Joseph F. Houston
(Signature)
Joseph F. Houston, President

D. Michael Stevens
(Seal) Agent

SURETY
Contractors Bonding and Insurance Company

By: D. Michael Stevens

By: D. Michael Stevens
D. Michael Stevens, Attorney-In-Fact

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by D. Michael Stevens who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

Brenda Lass
Notary Public, State of Florida



My Commission Expires: _____

Commission Number: _____



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: MARCH 31ST, 2008

Number: 126403

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: DON A. LAMBERT, JR., D. MICHAEL STEVENS, LYNN CHAMPION LAMBERT and BRENDA LASS its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

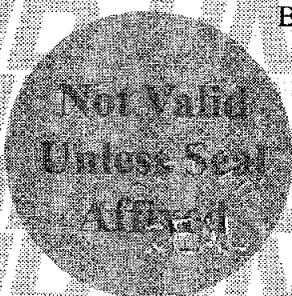
CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number MB7358

Signed and sealed this _____ day of _____

R. Kirk Eland, Secretary



CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.07-US051104

Certificate of Appointment and Resolutions of the Board of Directors

I, the undersigned President and Secretary of Combustion Bonding and Insurance Company hereby certify that the President has appointed and authorized the undersigned to the right side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Combustion Bonding and Insurance Company at a meeting held on December 15, 1993:

That the undersigned, a duly licensed attorney-at-law, President, Secretary or any Assistant Secretary, and any other officer or director, may and lawfully may execute a particular bond with a particular bondholder (including an Officer or Employee) and may also execute any other instrument which may be required in the performance of such duties, including the appointment of a surety to be bonded by the undersigned, and may execute, seal and deliver and after the seal of the Company is made, and with proper attestation, and with my own signature and of all bondholders and authorized Officers or Employees may take any action which may be required in the performance of any power of attorney previously granted to such person.

That the undersigned shall be authorized to execute, in any capacity, any instrument which shall be required in the performance of such duties.

That the undersigned shall be authorized to execute, seal and deliver and after the seal of the Company is made, and with proper attestation, and with my own signature and of all bondholders and authorized Officers or Employees may take any action which may be required in the performance of any power of attorney previously granted to such person.

That the undersigned shall be authorized to execute, seal and deliver and after the seal of the Company is made, and with proper attestation, and with my own signature and of all bondholders and authorized Officers or Employees may take any action which may be required in the performance of any power of attorney previously granted to such person.

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Attorney-at-Law



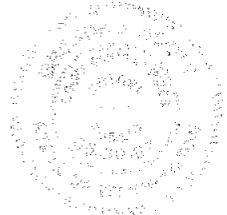
Secretary

Witness my hand and seal of office this _____ day of _____, 1993.

That the undersigned shall be authorized to execute, seal and deliver and after the seal of the Company is made, and with proper attestation, and with my own signature and of all bondholders and authorized Officers or Employees may take any action which may be required in the performance of any power of attorney previously granted to such person.



Attorney-at-Law



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee for prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the report entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFI) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimate to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

| | | |
|---|--|--|
| <p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | <p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award | <p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| <p>4. Name and Address of Reporting Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: J.F. Houston Construction, Inc. 207 E. BLUE HERON, STREET RIVIERA BEACH, FL 33404 Congressional District, if known: | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> Congressional District, if known: | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description</p> CFDA Number, if applicable: _____ | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known: \$</p> | |
| <p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> No LOBBYING ACTIVITIES | <p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> | |
| (Attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| <p>11. Amount of Payment (check all that apply):</p> - \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | <p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____ | |
| <p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____ | | |
| <p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> (attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p> | | |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> | <p>Signature: <u>Joseph F. Houston</u> Print Name: <u>JOSEPH F. HOUSTON</u> Title: <u>PRESIDENT</u> Telephone No: <u>561-848-8000</u> Date <u>6-1-07</u></p> | |
| <p>FEDERAL USE ONLY</p> | <p>Authorized for Local Reproduction Standard Form LLL</p> | |

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2007

PRODUCER (561)776-9001 FAX (561)776-9605
Collinsworth, Alter, Lambert, Inc.
600 Sandtree Drive
Suite 101
Palm Beach Gardens, FL 33403

INSURED Joseph F. Houston & Associates, Inc. d/b/a
DBA: J. F. Houston Construction, Inc.
207 E. Blue Heron Boulevard
Riviera Beach, FL 33404

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.

| INSURERS AFFORDING COVERAGE | | NAIC # |
|-----------------------------|-----------------------------|--------|
| INSURER A: | Amerisure Mutual Ins Co | |
| INSURER B: | Amerisure Insurance Company | |
| INSURER C: | Houston Casualty Company | |
| INSURER D: | | |
| INSURER E: | | |

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 | | 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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | GL2024184 | 10/01/2006 | 10/01/2007 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CA2024183 | 10/01/2006 | 10/01/2007 | 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 \$ |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | CU2024185 | 10/01/2006 | 10/01/2007 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WC2024186 | 10/01/2006 | 10/01/2007 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | | OTHER Professional Liability | BIND141710 | 06/05/2007 | 06/05/2008 | \$1,000,000 Each Claim \$1,000,000 Aggregate \$10,000 Deductible |

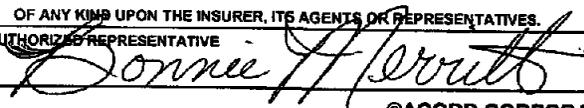
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are named as additional insured on the General Liability insurance.

CERTIFICATE HOLDER

Department of Airports
 Building 846, PBIA
 West Palm Beach, FL 33406

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


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.

J. F. HOUSTON

CONSTRUCTION, INC.
207 E. Blue Heron Boulevard
Riviera Beach, Florida 33404
561-848-8000 • Fax: 561-844-8511
Email: jfhoustonconstru@bellsouth.net

May 22, 2007

Jerry Allen
Department of Airports
Building 846, PBI
West Palm Beach, FL 33406

Re: Pahokee Airport

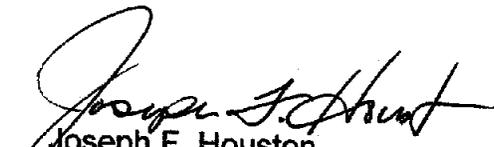
As previously discussed, I have broken down the various tasks related to the reconstruction of the T-Hangars at Glades Airport at Pahokee. Descriptions and projected costs follow:

1. Reconstruct T-Hangars with new pre-engineered metal building designed to 140 mph wind load, Exposure C. Hangar will have screw down Galvalume Roof with 20-year perforation warranty. Wall sheeting will have a 20-year paint warranty. Hangar Doors are to be by Hydro-Swing or equivalent with electric/hydraulic operators. New 400-amp electrical service to the building will be included. Repair and reinforcement of the existing slab is included. Cost for work as described is\$526,688.00
2. Remove pavement and organics from the taxi lanes and aprons adjacent to the t-hangars, build up area per plan with imported fill, construct new aprons and taxi lanes and install sod in the grassy areas disturbed during the course of construction. Cost for work as described.....\$61,000.00
3. Install new conduit and feeders from transformer to T-hangar service. Cost for work as described.....\$34,470.00

The above referenced work will include 15% SBE participation per the attached schedule.

Proposal is based on the following design documents:
Sheets G-1, A-1, A-2, S-1, E-1 by R. Lee Laborde, PE., dated 11/4/06
Sheet C-2 by The LPA Group dated 3/1/07

If you have any questions, please let me know.


Joseph F. Houston
President

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS

PROJECT NAME: Pahokee Airport T Hangars PROJECT NO: _____
 NAME OF PRIME BIDDER: J.F. Houston Const., Inc. ADDRESS 207 E. Blue Heron, Riviera Beach, FL 33404
 CONTACT PERSON: Joseph F. Houston PHONE NO: 561-848-8000 FAX NO: 561-844-85aa
 BID OPENING DATE: _____ DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

| Name, Address and Phone Number | (Check one or both Categories) | | Subcontract Amount | | | | |
|--|-------------------------------------|--------------------------|--------------------|-----------|----------|-----------|------------------------|
| | Minority Business | Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| 1. Charles D. Belcher Electrical Svcs. 2960 Malaleuca Ln. West Palm Beach FL 33406 561-963-7773 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | \$ _____ | \$ 93,945 | \$ _____ | \$ _____ | \$ _____ |
| 2. | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 3. | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 4. | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| (Please use additional sheets if necessary) | Total | | \$ _____ | \$ _____ | \$ _____ | \$ _____ | \$ _____ |

Total Bid Price \$ 622,158

Total Value of SBE Participation \$ 93,945

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO: _____

PROJECT NAME: Pahokee Airport T-Hangars

TO: J.F. Houston Construction, Inc.

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise _____

Minority Business Enterprise

Black _____ Hispanic

Women _____

Caucasian _____

Other (Please Specify) _____

Date of Palm Beach County Certification: 6/15/2005

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

| Line Item No. | Item Description | Qty/Units | Unit Price | Total Price |
|---------------|------------------|-----------|------------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Electical system including lighting, service, trenching, feeders & backfill per plans.

at the following price \$ 93,945

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

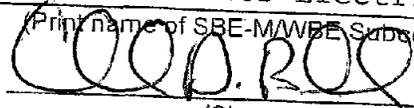
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ -0-

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Charles D. Belcher Electrical Svc

(Print name of SBE-M/WBE Subcontractor)

By: _____



Charles D. Belcher
President

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: May 23, 2007

07 -

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

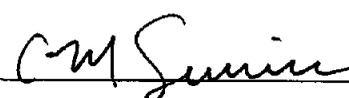
Page 1 of 1 pages

Fund 4111 Airport Improvement and Development Fund

Advantage Document Numbers:
 BGEX120053007/1728
 BGRV121053007/569

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER | ACCOUNT NAME | ADOPTED BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 05/29/2007 | REMAINING BALANCE |
|--|-----------------|-------------------|-------------------|----------------|----------------|--------------------|---|----------------------|
| Revenues | | | | | | | | |
| 4111-121-A256-3404 | Pahokee Hangers | 0 | 0 | 497,726 | 0 | 497,726 | 0 | 497,726 |
| Total Receipts and Balances | | <u>83,113,597</u> | <u>96,721,440</u> | <u>497,726</u> | <u>0</u> | <u>97,219,166</u> | | |
| Expenditures | | | | | | | | |
| 4111-121-A256-6502 | Pahokee Hangers | 1,000 | 1,000 | 622,158 | 0 | 623,158 | 0 | 623,158 |
| 4111-121-A900-9909 | Reserves | 12,383,838 | 12,043,341 | 0 | 124,432 | 11,918,909 | 0 | 11,918,909 |
| Total Appropriations & Expenditures | | <u>83,113,597</u> | <u>96,721,440</u> | <u>622,158</u> | <u>124,432</u> | <u>97,219,166</u> | | |

| | | | |
|---|---|-------------|--|
| | Signatures | Date | By Board of County Commissioners |
| OFMB |  | 6/15/07 | |
| INITIATING DEPARTMENT/DIVISION | | | At Meeting of |
| Administration/Budget Department Approval | | | |
| OFMB Department - Posted | | | Deputy Clerk to the Board of County Commissioners |