

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ 190,430	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 190,430	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No.: Fund 4110 Department 121 Unit A035 Object 6211
Reporting Category _____

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

Approval of this item will authorize the expenditure of \$190,430. Funding sources consist of Airport Revenues in the amount of \$190,430.

C. Departmental Fiscal Review: CSimmer

III. REVIEW COMMENTS

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

Ad. James Durb 9-18-07
OFMB 9/18/07

Dr. J. Jacobs 9/19/07
Contract Dev. and Control 9/19/07

B. Legal Sufficiency:
James C. Meyer 9/26/07
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

CONTRACT

THIS CONTRACT, made and entered on _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and **The Marc J. Parent Company Inc. DBA, PB Builders** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Cooling Tower Screen Repairs
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 07-07**

in accordance with the Bid 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 Contractor and the Owner, the Contractor 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 all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated June 2007 .
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated June 2007 .
- General Conditions, dated June 2007 .
- Addendum No. 1, dated July 9, 2007 .
- Addendum No. 2, dated July 12, 2007 .
- Addendum No. 3, dated July 12, 2007 .
- Drawings, dated May 2007 .
- Completed Bid and Attachments, dated July 16, 2007 .

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Hundred Ninety Thousand Four Hundred Thirty and 00/100 Dollars (\$190,430.00)** for **Cooling Tower Screen Repairs at Palm Beach International Airport.**

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time/Liquidated Damages

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone

Cooling Tower Screen Repairs
Palm Beach International Airport

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completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

Utilization of Small Business Enterprises

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Convicted Vendor List

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year above written.

ATTEST: SHARON R. BOCK, Clerk &
Comptroller

COUNTY: PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

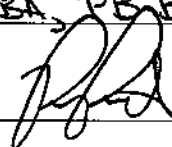
BY: _____
Deputy Clerk
(SEAL)

BY: _____
Addie L. Greene, Chairperson

ATTEST:  _____

CONTRACTOR THE MARC J. FAJENT Company Inc.
DBA, PB BUILDERS

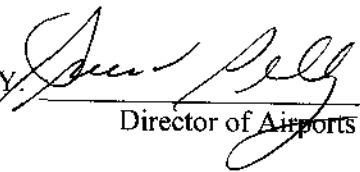
BY: RON FAJENT _____
Secretary

BY:  _____ Ron FAJENT
TITLE: VICE PRESIDENT

(Corporate Seal)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY:  _____
Director of Airports

BY: _____
County Attorney

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PUBLIC CONSTRUCTION BOND

BOND NUMBER: 582027P

BOND AMOUNT: \$190,430.00

CONTRACT AMOUNT: \$190,430.00

CONTRACTOR'S NAME: The Marc J. Parent Company, Inc.

CONTRACTOR'S ADDRESS: 7044 Thompson Road
Boynton Beach, FL 33426

CONTRACTOR'S PHONE: (561) 641-9565

SURETY COMPANY: Developers Surety and Indemnity Company

SURETY'S ADDRESS: 33 6th Street, South, Suite 205
St. Petersburg, FL 33701

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: _____

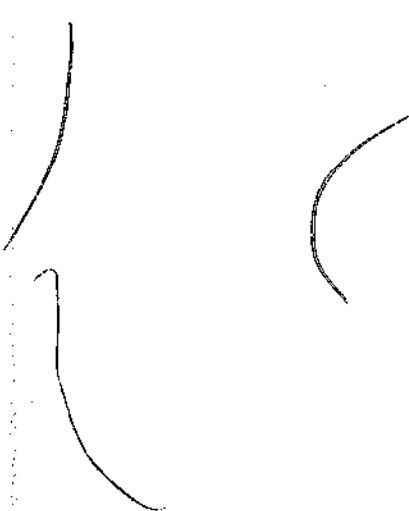
DESCRIPTION OF WORK: The work includes, but is not limited to replacement of an architectural screen for a rooftop mechanical equipment enclosure at Concourse C.

PROJECT LOCATION: Palm Beach International Airport, Palm Beach County, Florida

LEGAL DESCRIPTION: See Attached

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



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 **One Hundred Ninety Thousand Four Hundred Thirty and 00/100 Dollars (\$ 190,430.00)** 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: **Cooling Tower Screen Repairs**

Project No.: **PB 07-07**

Project Description: **Replacement of an architectural screen for a rooftop mechanical equipment enclosure at Concourse C.**

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INCORPORATED
2000 Palm Beach Lakes Boulevard Suite 600
West Palm Beach, Florida 33409
516-686-5130 | 813-960-8774 (FAX)

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 _____, 200__ between Principal and County for the design and construction of **Cooling Tower Screen Repairs at Palm Beach International Airport**, the contract being made a part of this bond by reference, at the times and in the manner proscribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 Florida Statute, 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 attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

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- 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.

Lee Williamson
 Witness

Brenda Ortiz
 Witness

The Marc J. Parent Company, Inc.
 Principal (Seal)

[Signature]
 Title RON PARENT
VICE PRESIDENT

Developers Surety and Indemnity Company
 Surety (Seal)

[Signature]
 Title David B. Shick, Attorney-In-Fact and
Florida Resident Agent

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 07-07

DATE: 8-31-07

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

1. That he/she is the Secretary of THE MORE S. PARENT COMPANY INC. DBO REGULHA Corporation, a 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 31 day of AUGUST, 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 RON PARENT the VICE 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 31 day of AUGUST 2007.



(Signature)

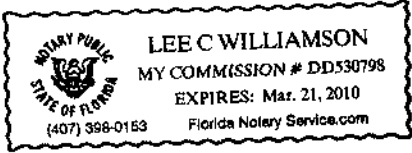
RON PARENT

(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 31 day of AUGUST, 2007 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

Lee C. Williamson
Notary Signature



Lee C. Williamson
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 3/21/2010

FORM OF GUARANTEE

GUARANTEE FOR Palm Beach County Board of County Commissioners

We hereby, the undersigned, guarantee that the **Cooling Tower Screen Repairs at Palm Beach International Airport**, 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 guarantees 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: The Marc J. Parent, Company, Inc.

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: [Signature] Marc J. Parent, V.P.
(Signature)

David B. Shick
(Seal) Agent

SURETY: Developers Surety and Indemnity Company

By: [Signature]

By: [Signature]
David B. Shick, Attorney-In-Fact

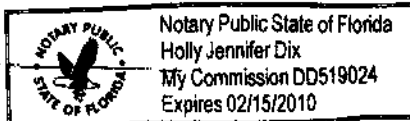
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of August, 2007 by David B. Shick who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____



Cooling Tower Screen Repairs
Palm Beach International Airport

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**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**

PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.InscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

David B. Shick

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: [Signature]
David H. Rhodes, Executive Vice-President

By: [Signature]
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the _____ day of _____, 2005.

By: [Signature]
Albert Hillebrand, Assistant Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID AD
MARCJ-1 DATE (MM/DD/YYYY)
08/29/07

PRODUCER
 W.F Roemer Insurance Agency
 William F. Dowd
 P.O. Box 190669
 Fort Lauderdale FL 33319
 Phone: 954-731-5566 Fax: 954-731-8438

INSURED
 The Marc J. Parent Company, Inc
 dba PB Builders, Inc.
 7044 Thompson Road
 Boynton Beach FL 33426

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: Mid-Continent Casualty Co	23418
INSURER B: Mercury Insurance Group	
INSURER C:	
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 X	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	04GL655443	12/05/06	12/05/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FLC7010753	03/12/07	03/12/08	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 EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	04XS147147	12/05/06	12/05/07	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Subject to Policy Terms, Conditions & Exclusions. Palm Beach County Board of County Commissioners, A political subdivision of the State of Florida, it's officers, employees and agents are additional insured on the General Liab. and Automobile Liab policies as required by written contract. General Liab. coverage is Primary & Non-Contributory. Waiver of Subrogation Applies

CERTIFICATE HOLDER
 Palm Beach County
 c/o Dept of Airports
 Mario Rodriguez
 846 P.B.I.A.
 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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Jonathan F. [Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE NO. / DATE
AC07-6200500-565274
8/21/2007 11:01:09AM

PRODUCER Highpoint Risk Services LLC 14160 Dallas Parkway #500 Dallas, TX 75254 (800) 632-5096 (972) 715-0959 Fax: (972) 404-4450	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: AMS l/c/f: THE MARC J. PARENT COMPANY INC., dba PB BUILDERS 7044 THOMPSON RD. BOYNTON BEACH, FL 33426 (561) 641-9565 Fax: (561) 641-9875	INSURERS AFFORDING COVERAGE INSURER A: Companion Property and Casualty Insurance Comp INSURER B: INSURER C: 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC77779990401	04/01/2007	04/01/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				LIMITS \$ LIMITS \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 1. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to THE MARC J. PARENT COMPANY INC., dba PB BUILDERS, effective 04/01/2007. 2. Workers Compensation Coverage is for the state of Florida only. 3. Coverage is not provided for any employee for which the client is not reporting wages to AMS Staff Leasing. 4. This insurance carrier has an AM Best rating of A- or better.
 PLEASE SEE ATTACHED EMPLOYEE ROSTER.

CERTIFICATE HOLDER PALM BEACH COUNTY c/o Department of Airport 846 PALM BEACH INTERNATIONAL AIROPORT FAX 5614717427 WEST PALM BEACH, FL 33406	ADDITIONAL INSURED; INSURER LETTER: 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25-S (7/97)
 © ACCORD CORPORATION 1988

**CERTIFICATE OF LIABILITY INSURANCE
EMPLOYEE ROSTER**

Certificate Number: AC07-6200500-565274

Attached roster includes employees paid through 08/19/2007. To verify employee's who may have been added since 08/19/2007, please call 1-800-728-0623.

* Please note employee roster for this client is updated on a WEEKLY basis.

EMPLOYEE LIST:

BELLINE, TERRY

DUGMORE, KENNETH T.

MANUEL, CHARLES LEONARD

PARENT, CARL J.

PARENT, MARC J.

PARENT, RONALD

STEPHENSON, RHAUL J.

WILLIAMSON, LEE C.

The Inland Marine Declarations and Endorsement, if any, issued to form a part thereof, completes the Commercial Insurance Policy numbered as follows:

INLAND MARINE DECLARATIONS

BR 66242522



ZURICH
ASSURANCE COMPANY OF AMERICA
 NEW YORK, NEW YORK 10038
 A Stock Company

- New Policy
- Renewal of _____
- Rewrite of _____

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.
THIS IS A COINSURANCE CONTRACT. Please read your policy.

2. Producer Information (complete A-E)

- A) Name: W F Roemer Insurance
 Po Box 190669
 Fort Lauderdale, FL 33319-0669
- B) Telephone #: 9547315566
 C) Fax #: 9547318438
 D) Zurich Producer #: 02053825
 E) Field Office Name: SOUTHEAST FLORIDA
 F) Field Office Code: SD

1. Named Insured and Mailing Address:

PB Builders, Inc.
 7044 Thompson Road

Boynton Beach, FL 33426

- 3. Policy Period – From Effective Date Of:** 08 31 2007
 to (check one): Continuous Reporting One Year From Effective Date
 12:01 a.m. Standard Time at your mailing address above.

- 4. Form of Business:** Individual Partnership Corporation Joint Venture Other

5. Limits of Insurance (select either One-Shot or Reporting Form option below)

<input type="checkbox"/> Reporting Form (continuous policy)		<input checked="" type="checkbox"/> One-Shot (non-reporting form/single structure policy) HBIS-1	
<input type="checkbox"/> Annual Rate	<input type="checkbox"/> Monthly Rate (HBIS-4)		
<input type="checkbox"/> Including Existing Building or Structure (HBIS-37)		<input type="checkbox"/> 1-12 Family Dwelling <input checked="" type="checkbox"/> Commercial Structure	
		<input type="checkbox"/> Including Existing Building or Structure (HBIS-37)	
A) Any one structure*	\$ 500,000	Property Location <u>846 Palm Beach Int'l Airport</u> <u>Palm Beach Int'l Airport ("C")</u> <u>West Palm Beach, FL 33406</u>	
B) Property temporarily at any other premises	\$ 10,000	A) Any one structure	\$ <u>190,430</u>
C) Property in transit	\$ 25,000	B) Property temporarily at any other premises	\$ 10,000
D) All covered property at all locations	\$ 5,000,000	C) Property in transit	\$ 25,000
E) Development/Subdivision Fences/Walls or Signs	Per Report	D) All covered property at all locations (same as A unless otherwise noted)	\$ <u>190,430</u>
F) Rate	Per Report	E) Development/Subdivision Fences/Walls or Signs	\$ <u>190,430</u>
G) Premium	Per Report	F) Rate	\$ <u>0.63</u>
H) Total Taxes and Surcharges	Per Report	G) Premium	\$ <u>1,200.00</u>
I) Total Fully Earned Policy Premium	Per Report	H) Total Taxes and Surcharges	\$ <u>31.20</u>
* Subject to underwriting guidelines		I) Total Fully Earned Policy Premium	\$ <u>1,231.20</u> (minimum premium applicable)

- 6. Deductible (minimum \$500 unless otherwise indicated):** \$1,000 \$2,500 \$5,000 Other 1,500

7. Forms Applicable To All Coverage Parts:

- 40471 Builders Risk Coverage Form
- 47681 Comm. Inland Marine Coverage Part
- CM0001 Comm. Inland Marine Conditions
- IL0017 Common Policy Conditions (IL0146 in WA)
- HBIS-58 Development/Subdivision Walls/Fences/Signs
- 9H0003 Florida Builders Risk Declarations
- HBIS-35 Windstorm or Hail Exclusion
- HBIS-37 Existing Building(s) or Structure(s)

- HBIS-42 Florida Fraud Statement
- HBIS-43 Windstorm Percentage Deductible
- HBIS-44 New York Fraud Statement

Other Forms: (list other applicable state and/or HBIS forms; all required state forms applicable)

HBIS-48, CM0101, IL0175, CM0116, HBIS-65,
HBIS-58, U-GU-692-B, U-GU-726-A FL, U-GU-743-A
FL IL0255, IL1201

Countersigned: [Signature]
 Date

By: [Signature]
 Authorized Representative

FM 170001 Rev. 07/00

INSURED COPY

MORTGAGEES COPY

AGENT COPY

BUILDERS RISK PLAN COPY

FLORIDA

HOME BUILDERS INSURANCE SERVICES, INC.
BUILDERS RISK DECLARATIONS

POLICY # BR 66242522

EFFECTIVE DATE 08 / 31 / 2007

PREMIUM FOR THIS COVERAGE FORM \$ 1,200.00

LIMITS OF INSURANCE

	LIMITS OF INSURANCE
A. ANY ONE STRUCTURE	\$ 190,430.00
B. PROPERTY TEMPORARILY AT ANY OTHER PREMISES	\$10,000
C. PROPERTY IN TRANSIT	\$25,000
D. ALL COVERED PROPERTY AT ALL LOCATIONS	\$ 190,430.00

DEDUCTIBLE

A. MINIMUM DEDUCTIBLE \$500 UNLESS OTHERWISE INDICATED \$ 1,500.00

SPECIAL PROVISIONS - IF ANY:

DEDUCTIBLE PROVISION: The following is added to Section D. DEDUCTIBLE:

The deductible applies separately to each building, if two or more buildings are covered.

WINDSTORM PERCENTAGE DEDUCTIBLE

This endorsement changes the Builder's Risk Coverage Form. Please read it carefully.

Windstorm Deductible Percentage 3%

For *loss* caused by Windstorm **SECTION D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to *loss* to Covered Property caused directly or indirectly by Windstorm, regardless of any other cause or event that contributes concurrently or in any sequence to the *loss*. If *loss* from a covered weather condition other than Windstorm occurs, and that *loss* would not have occurred but for Windstorm, such *loss* shall be considered to be caused by Windstorm and therefore part of the Windstorm occurrence.

With respect to Covered Property, no other deductible applies to Windstorm.

The Windstorm Deductible applies whenever there is an occurrence of Windstorm.

WINDSTORM DEDUCTIBLE CLAUSE

A. Non Reporting Form

1. In determining the amount, if any, that we will pay for *loss*, we will deduct an amount equal to 1%, 2% or 3% (as shown above) of the Limit(s) of Insurance applicable to the property described in the Declarations that has sustained *loss*. This Deductible is calculated separately for, and applies separately to each location described in the Declarations, if the location(s) sustain *loss*.
2. We will not pay for *loss* to Covered Property until the amount of *loss* exceeds the applicable Deductible. We will then pay the amount of *loss* in excess of that Deductible, up to the *total estimated completed value* of the Limit of Insurance for that Covered Property.

B. Reporting Form

1. In determining the amount, if any, that we will pay for *loss*, we will deduct an amount equal to 1%, 2% or 3% (as shown above) of the *total estimated completed value* of the location reported to us that has sustained *loss*. This Deductible is calculated separately for, and applies separately to each building or structure reported to us, if two or more building(s) or structure(s)

sustain *loss*.

2. We will not pay for *loss* to Covered Property until the amount of *loss* exceeds the applicable Deductible. We will then pay the amount of *loss* in excess of that Deductible, up to the *total estimated completed value* reported to us for that Covered Property.

Policy Change
Number

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. BR 66242522	POLICY CHANGES EFFECTIVE 08/31/2007	COMPANY Assurance Company of America
NAMED INSURED PB Builders, Inc.		AUTHORIZED REPRESENTATIVE 02053825 W F Roemer Insurance
COVERAGE PARTS AFFECTED		
CHANGES 2005 Florida Hurricane Catastrophe Fund (FHCF) Assessment: 1.0% \$12.00 2006 Florida Insurance Guaranty Association (FIGA) Assessment: 1.6% \$19.20		

Authorized Representative Signature

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.

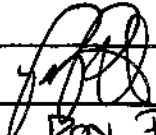
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused 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 OIG
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> <p><input checked="" 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>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known: THE MDC J. PARENT COMPANY INC. DBD, PB BUILDERS 7044 INDEPENDENT ROAD BOYDTON BEACH FL 33426 Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<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>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>- \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>	<p>13. Type of Payment (check all that apply):</p> <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>	
<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> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<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: </p> <p>Print Name: <u>RON PONSIO</u></p> <p>Title: <u>VICE PRESIDENT</u></p> <p>Telephone No. <u>(561) 641-9565</u> Date <u>8-31-07</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 _____

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PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

COUNTY ADMINISTRATOR
Robert Weisman


DEPARTMENT OF AIRPORTS



Based on the reviews provided by the Department of Airports Consulting Engineers and the S/DBE Office, it is our intent to award a contract to **PB Builders, Inc.** for the below listed project:

**Palm Beach International Airport
Cooling Tower Screen Repairs
Palm Beach County Project No. PB 07-7
Department of Airports**

Total Base Bid Price: \$ 190,430.00




**Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports**

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

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DEPT. OF AIRPORTS
BLDG. 846, PBIA

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BLDG. 846, PBIA

2007 AUG - 7 A.M. 09:33

RECEIVED
(Posted)

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PLANNING & DEVELOPMENT DIVISION

MEMORANDUM

To: All Bidders of PB 07-7

From: Jerry L. Allen, Deputy Director 

Date: August 6, 2007

Re: **Palm Beach International Airport Cooling Tower Screen Repairs**
PB 07-7

On July 16, 2007, the Department of Airports received two (2) bids for the Palm Beach International Airport Cooling Tower Screen Repairs Project (PB 07-7). Following the receipt of bids, a review of each of the bids was conducted by both the design engineer (The LPA Group) and the Department of Airports S/DBE Manager. A copy of each of the reviews is attached to this memo.

The review conducted by The LPA Group recommended that the apparent low bidder be awarded the construction contract contingent upon the subsequent review of the Department's Legal and Minority Affairs Division. Based on the review conducted by the Department's S/DBE Manager, it was determined that the apparent low bidder was non-responsive to the SBE requirement set forth in the bidding documents. It was also determined that the second bidder was found to be responsive to the SBE goal. Both LPA and the S/DBE Manager determined that PB Builders, Inc., the second low bidder, is the responsive, responsible bidder.

Based on the reviews conducted, it is recommended that the construction contract for the above-referenced project be awarded to PB Builders, Inc. in the amount of \$190,430.00.



2000 Palm Beach Lakes Blvd. • Suite 600 • West Palm Beach, FL 33409 • Phone: (561) 686-5130 • Fax: (561) 686-5131

July 26, 2007

Mr. Gary Sypek
Director of Planning
Palm Beach County Department of Airports
Palm Beach International Airport
Building 846
West Palm Beach, Florida 33406-1491

RECEIVED
2007 JUL 30 AM 9:29
DEPT. OF AIRPORTS
BLDG. 846. 501A

Subject: **PB 07-07: Palm Beach International Airport Cooling Tower Screen Repairs Bid Tabulation and Review**

Dear Mr. Sypek,

As requested, THE LPA GROUP INCORPORATED has reviewed the bids submitted on July 16, 2007, for the subject project. Our review entailed the tabulation of prices bid by each of the bidders for the various items of work listed in Attachment No. 1 of the bid forms. A copy of the tabulation is attached. In addition, we confirmed that all addendums (3) and attachments to the bid form were completed and included as part of the bid submittal.

In total, two (2) bids were received for this project. The bidders and the confirmed total amount bid by each bidder are listed below:

	<u>J.F. Houston Construction, Inc .207 E. Blue Heron Blvd. Riviera Beach, FL 33404</u>	<u>PB Builders, Inc. 7044 Thompson Road Boynton Beach, FL 33426</u>	<u>Engineer's Estimate</u>
SUBTOTAL BASE BID:	\$179,382.00	\$190,430.00	\$80,000.00

J.F. Houston Construction Inc. provided the lowest bid totaling \$179,382.00. Their direct participation for this project is listed as 23%. They also submitted the required documentation in support of their bid. Their resume of prior projects is supportive of their experience with this type of work.

Based on the aforementioned facts, we recommend that a construction contract be awarded to **J.F. Houston Construction, Inc. for the Cooling Tower Screen Repair at Palm Beach International Airport for \$179,382.00**, contingent upon Palm Beach County Department of Airports Legal and Minority Affairs review, and availability of funds.

If you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,
THE LPA GROUP INCORPORATED

Fernando R. Prieto
Senior Project Manager

cc: Notye Brewington, PBCDOA
Mohsen Mohammadi, LPA (e-mail)
File: TA438208.3a

Enclosures

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/17/2007
FROM: Notye Brewington **Project #:** PB 07-07
 S/DBE Manager **Page/s:** 1 / 3
RE: PBIA COOLING TOWER SCREEN REPAIRS

Consultant: LPA
Project #: PB 07-07
Funding: Local
RFP/Bid Date: 7/19/2007
SBE Goal: 15%

Bidders:

A. The Marc J. Parent Co. Inc. DBA PB Builders
7044 Thompson Road
Boynton Beach, FL 33426
Contact Person: Ron Parent
Telephone: (561) 641-9565
Fax: (561) 641-9875
Email:
Amount: \$190,430.00

SBE Subcontractor(s):

1	Sterling Steel Fabrication, Inc.	Steel	39,400.00
	3801 Dawes Avenue		
	West Palm Beach, FL 33405		
	Contact Person:		
	Phone: (561) 366-8600		
	Fax: (561) 366-8602		

Total: \$39,400.00 20.69%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/17/2007
FROM: Notye Brewington **Project #:** PB 07-07
 S/DBE Manager **Page/s:** 2/3

RE: PBA COOLING TOWER SCREEN REPAIRS

Consultant: LPA
Project #: PB 07-07
Funding: Local
RFP/Bid Date: 7/19/2007
SBE Goal: 15%

Bidders:

B. J.F. Houston Construction
207 E Blue Heron Blvd
Riviera Beach, FL 33404
Contact Person: Houston
Telephone: (561) 848-8000
Fax: (561) 844-8511
Email:
Amount: \$179,382.00

SBE Subcontractor(s):

1	Charles D. Belcher Electrical Service, Inc. Electrical	\$2,500.0	1.39%
	2960 Melalauca Dr. West Palm Beach, FL 33406 Contact Person: Dan Belcher Telephone: (561) 963-7773 Fax: (561) 432-4631 Email:		
2	D. C. Crane Service, Inc. Crane Operator	\$4,600.00	2.56%
	3349 Custer Ave Lake Worth, FL 33467 Contact Person: Telephone: (561) 432-3131 Fax: (561) 432-4631 Email:		

Total: \$7,100.00 3.96%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/17/2007
FROM: Notye Brewington
S/DBE Manager **Project #:** PB 07-07
Page/s: 3/3

RE: PBLA COOLING TOWER SCREEN REPAIRS

Consultant: LPA
Project #: PB 07-07
Funding: Local
RFP/Bid Date 7/19/2007
SBE Goal: 15%

Comments:

In the Bid Document, Section 10.3.1, Ranking Responsive Bidders reads in part that: "Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement. When evaluating competitive bids/quotes of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, to the bidder with greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%)".

J.F. Houston, low bidder, bid amount is \$ 179, 382.00. Ten percent (10%) of the low bid amount is \$17, 938.20. The difference between the low bid amount of \$179, 382.00 and \$190, 430.00, the second bidder bid amount, equal \$11,048. PB Builders, Inc. the second bidder, falls into the range of ranking of responsive bidders and therefore meets the SBE requirements.

SIGNED 
Notye Brewington, MCA
S/DBE Manager