



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$2,500,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$2,500,000</b></u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_ No **X**

Budget Account No: Fund 4111 Department 121 Unit A239 Object 6502  
Reporting Category \_\_\_\_\_

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

Approval of this item will result in an additional \$685,698 transferred from Airport Reserves to complete the project, including \$217,469 for Construction Contingency. (The Fiscal Impact of \$2,500,000 includes the contingent amount). The remaining budget required to fund the contract is available in the above account.

C. Departmental Fiscal Review: 

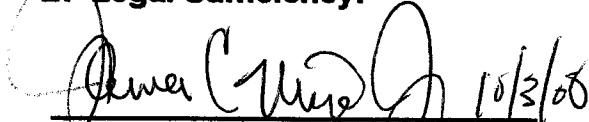
**III. REVIEW COMMENTS**

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

 apwillhite 10-3-08  
OFMB CN 10/02/08

  
Contract Dev. and Control

**B. Legal Sufficiency:**

 10/3/08  
Assistant County Attorney

**This item complies with current County policies.**

**C. Other Department Review:**

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

**Background and Justification: (Continued from Page 1)**

Construction Manager Authorization Task D-2.2 is a budget amount based on the remediation and completion scope defined to date to enable the Department of Airports to commence the remaining work under the Project that was formerly contracted with AFCO. Additional work shall be submitted for approval in accordance with County Policies and Procedures. The AFCO contract amount is \$18,083,431. To date, the County has paid AFCO \$15,104,579 of the total contract amount. Task Authorization D-2.2 shall be paid for utilizing the remaining contract balance and airport reserves. The County will make demands on AFCO's surety to fulfill its obligations for remediation work that was not in compliance with the contract under the Public Construction Bond for the Project.

**CONSTRUCTION MANAGER AUTHORIZATION**

**PROJECT NAME:** Request for Proposals for Construction Manager (CM) at Risk Services for Miscellaneous Repair, Replacement and Improvement Projects for Palm Beach County Department of Airports – Task - No. D-2.2

**PROJECT NUMBER:** PB 07-3

**PALM BEACH COUNTY  
BOARD OF COMMISSIONERS**

**THIS AUTHORIZATION Task No. D-2.2 to the Agreement dated May 20, 2008 (R-2008-0848) between the COUNTY and the CONSTRUCTION MANAGER, Palm Beach County Project Number PB 07-3 (District 2) identified herein as for the Services described in Item 4 of this Authorization:**

- 1. **CONSTRUCTION MANAGER:** David Brooks Enterprises, Inc.
- 2. **ADDRESS:** 9000 Burma Road, Suite 101  
Palm Beach Gardens, FL 33403
- 3. **CONSTRUCTION MANAGER** shall begin work promptly after receipt of an executed copy of this authorization on the requested Services and upon receipt of a Notice-to-Proceed. The Construction Manager will continue to perform the requested Services with due diligence and shall be completed within 150 Calendar Days. There are no liquidated damages associated with this task.
- 4. **Description of Services to be provided by CONSTRUCTION MANAGER:** See attached cost proposal dated September 26, 2008 for Completion of Concourse C Gate Expansion at Palm Beach International Airport.
- 5. The compensation to be paid **CONSTRUCTION MANAGER** for providing the requested services shall be:
  - A. Lump Sum Fee of \$ 2,282,531.
  - B. Time and Materials fee of a Not-to-Exceed amount of \$ \_\_\_\_\_.
  - C. Reimbursable Expenses capped at \$ \_\_\_\_\_.
  - D. Lump Sum Expenses of \$ \_\_\_\_\_.


This project will be assigned Task No. D-2.2 with a total cost of \$ 2,282,531.00

All terms of original agreement shall apply to this authorization.

Attachments:

- 1. Cost proposal dated September 26, 2008.

IN WITNESS WHEREOF, this Authorization is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, subject to the terms and conditions of the aforementioned Agreement.

**CONSTRUCTION MANAGER:**  
**SIGNED:**   
**TYPED NAME:** M. L. Davidson  
**TITLE:** VP.  
**DATE:** 9/29/08

**COUNTY:**  
**SIGNED:** \_\_\_\_\_  
**TYPED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK AND COMPTROLLER**

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

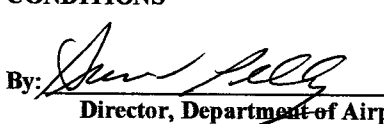
**By:** \_\_\_\_\_  
Deputy Clerk

**By:** \_\_\_\_\_  
Addie L. Greene, Chairperson

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

**By:**   
Assistant County Attorney

**By:**   
Director, Department of Airports

09 - 0038

**BUDGET TRANSFER**  
**BOARD OF COUNTY COMMISSIONERS**  
**PALM BEACH COUNTY, FLORIDA**

Fund 4111 Airport Improvement & Development Fund

Advantage Document Numbers:  
 BGEX  
 BGRV

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 10/01/08	REMAINING BALANCE
<b>Expenditures</b>								
121-A239-6502	P-Concourse C Expansion	0	2,439,377	685,698	0	3,125,075	0	3,125,075
121-A900-9909	Reserves Improvement Program	10,534,915	8,701,468		685,698	8,015,770	0	8,015,770
<b>Total Appropriations &amp; Expenditures</b>		<u>80,526,348</u>	<u>83,740,278</u>	<u>685,698</u>	<u>685,698</u>	<u>83,740,278</u>		

*Handwritten initials and date: 10/23/08*

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
<b>OFMB</b>	<i>[Signature]</i>	<i>10/1/08</i>	<b>At Meeting of</b>
<b>INITIATING DEPARTMENT/DIVISION</b>	<i>[Signature]</i>	<i>10-3-08</i>	<u>October 7, 2008</u>
<b>Administration/Budget Department Approval</b>	<i>[Signature]</i>		<b>Deputy Clerk to the</b>
<b>OFMB Department - Posted</b>			<b>Board of County Commissioners</b>

*Handwritten note: 10/2/08*



9000 Burma Road, Suite 101 Palm Beach Gardens, FL 33403 561.626.9960 Fax: 561.626.9980

September 26, 2008

Mr. Jerry Allen  
Palm Beach County – Department of Airports  
846 International Airport  
West Palm Beach, FL 33406

Re: Concourse C Gate Expansion – Completion Budget

Dear Jerry:

We are pleased to present this budget for the completion of the Concourse C Gate Expansion Project. We are anxious to help you move past the problems this project has created, and complete the space.

This is a unique project, in that the starting point of our work is not defined in any document that exists, other than our joint understanding of the status of the work in place. There are no plans that depict the status of the work. There are no demolition plans that show what we are to remove and replace. The only thing we can base our scope of services on is our mutual understanding of the work that is envisioned to bring the project from its current state to the complete and functional space indicated on the working drawings. Without the benefit of working the project from the beginning, we have worked with your architects and staff to determine the current drawings and the work depicted thereon.

This proposal includes:

1. All supervision, coordination, project management and project document processing for the scope of work.
2. Payment and Performance bond on the scope of work
3. All remedial work noted in the "Draft Scope of Work" (attached) provided by DOA on 8-14-08 is included, as modified below:
4. All completion work noted on the drawings (Plan List attached) is included in this scope of work
5. Demolition and replacement of interior stairs and Stair #3
  - a. Stair 3, as included herein, is being rework based on the following understanding of DOA's desires
    - i. The existing precast panels on Stair #3 are to be removed and salvaged for reuse
    - ii. Stair 3 is to be demolished, and re-formed and re-poured to meet code and design intent
    - iii. After reinstallation of the salvaged panels, a coquina-stucco application will be used to address the panels exterior surfaces to blend the necessary repairs as much as is practical
6. We have included the following adjustable allowances. A change order will be processed to reflect actual costs when known:
  - a. Concrete paving restoration allowance – \$25,000
  - b. New bath floor tile material allowance of \$8.50/SF
  - c. HVAC & Plumbing Completion - \$200,000
  - d. Owner contingency - \$100,000
7. Site work including completing the concrete pavement restoration and lead-in line striping
8. All work necessary to prepare for and install floor and wall expansion joints (fire rated where required)
9. Necessary remedial work to support structures for toilet partitions and vanity tops to meet code and ADA
10. Completion of the millwork scope of work, including modifications to the ticket kiosks requested by DOA
11. All repairs to fire proofing required meeting code, PBZ inspection and providing fire separations shown on the plans.
12. Supply and install doors and hardware, and access doors required for maintenance and code
13. Completion of all exterior curtainwall system, including remedial work and installation of the "hand-rail" as shown on the drawings.
14. Breakmetal covers for the added high-monitor steel columns, from the same color metal as the curtainwall system.

General Contractors \* Construction Management

Inclusions continued:

15. Complete rework of the baths to meet plans & ADA, including re-drywall of rooms, re-tile to reduce floor pitch, add ADA stall in women's bath, resolve conflicts and layout issues with bath accessories and supports, and provide a complete functional bath area.
16. Complete all acoustical ceiling work, including installation of the expansion joint as submitted and approved
17. Complete all flooring and painting per plans and specifications
18. Supply and install all toilet partitions and bath accessories
19. Completion of the elevator, including all inspections and commissioning
20. Completion of the fire sprinkler system, including all inspections
21. Completion of plumbing and HVAC work, based on the allowance noted above.
22. Completion of all electrical work, including inspections
23. All final inspections, cleaning and punchlist

The following work is excluded from our scope of work:

1. Prior Task Authorization for PreConstruction not included (Task D-2)
2. Prior Task Authorization for selective demolition, framing and drywall not included (Task D-2.1)
3. Power and water for construction use
4. Liquidated Damages
5. Preconstruction expenses beyond those already incurred or approved are not included herein
6. Builders Risk Insurance (we rely on the Owner to provide insurance coverage)
7. Costs related to litigation, depositions, document preparation, etc.
8. Work on Stairs 1 & 2, pending final instruction from DOA
9. Additional costs for M/WBE subcontractor usage are not included.
10. Signage is not included
11. Work already priced and submitted to DOA (BE-3 - HVAC & Plumbing changes; BE2 - Smoke Evacuation Change). They will be resubmitted when a subcontractor has been finalized.
12. New ceilings or flooring in the existing tenant space. When the scope can be finalized, we will price that work.
13. Specialty engineering of products or systems is included. All engineering is by others
14. Additional work on the Smoke Evacuation Fans on the roof to mediate leak issues through the fans themselves
15. Mold or asbestos remediation or clean-up is not included
16. No structural work included, unless specifically noted elsewhere. All structure is assumed to be sound and have been previously inspected and approved by others, unless a deficiency has been identified prior to this estimate
17. No site work, earthwork, site utilities, soil treatment, curbs, sidewalks or landscape/irrigation is included, unless specifically noted elsewhere. All those systems and installations are assumed to have been inspected and approved by others prior to this estimate. Only concrete pavement repairs and lead-line striping are included.
18. No architectural precast panels or remedial work on same is included, unless specifically notes elsewhere. All architectural precast is assumed to have been inspected and approved by others prior to the date of this estimate. See clarifications below
19. No destructive investigation to determine sufficiency of existing installations is included. It is assumed that prior work has been inspected and approved by others, unless previously noted.
20. No roofing rework has been included. No allowance for a pending roof inspection report is included
21. No remediation of the misalignment between structural columns, precast columns, and storefront windows is included beyond adding drywall and rigid insulation to hide exposed structure, per direction of DOA.
22. No refinishing or remediation of the finish on any storefront, curtainwall or glazing system is included, nor replacement glass due to scratches by others
23. No work that may later be show on drawing, field bulletins or field sketches not included in the "scanned" drawings we are working from is included. See Plan List.
24. No reconciliation of payments to prior contractor or from prior contractor to subcontractors is included
25. No replacement or rework of roof ladder, other than to correct the mounting bolts noted in the deficiency item

Mr. Jerry Allen  
Department of Airports  
September 26, 2008

Page 3 of 3

Exclusions continued:

26. No costs included for punchlist work issued to prior contractor, or subcontractors
27. No striping, concrete or other site work outside the existing security fence, regardless of status of work shown on drawings outside that point. DBE has not done forensic investigation into work outside the construction zone, unless noted herein. No deficiency has been issued on these issues
28. No removal of installed door frames unless they have been identified as a non-approved product for the application. No removal, grout-filling and reinstalling; No replacement for different hinge spacing; No remedial work due to disagreement between DOA maintenance and plans and specs, since none were noted on any deficiency item.
29. No work is included for concealed damage or acts of sabotage by any third party.
30. No floating of floors in preparation for carpet, pending DOA consultant report to determine scope
31. No funds for any work completed under the prior contractor's direction are included.
32. Power and water for construction use are by Owner
33. Permit, Plan Review and Revision fees are by Owner
34. Anything not specifically listed as included above is excluded.

We anticipate project duration of 150 calendar days, following receipt of authorization and Notice-to-Proceed.

For the work defined above, we offer a Guaranteed Maximum Price of Two million, Two hundred eighty-two thousand, Five hundred thirty-one dollars (\$ 2,282,531.00).

~~We further propose that as an incentive to reduce costs that any savings realized be shared at 70% to the benefit of the Owner, and 30% to the benefit of the contractor.~~

Truly yours,



David Brooks, President  
David Brooks Enterprises, Inc.

PS:

To assist DOA with their decision making related to the other two sets of exterior stairs, we offer the following alternate:

1. The approximate total cost per set for replacement, as defined for Stair #3 above is \$58,000.00.

Attachments:

- Plan List
- Draft Scope of Work 8-14-08 from DOA
- Line-item Breakdown of Costs



Project: **Concourse "C" Completion**  
 Bid Date: September 26, 2008

Tckt	Div	Trade Description	Cost
1	01000	General Conditions	316,228
2	02050	Demolition	17,880
3	02200	Paving - Striping - Walks	3,000
	03100	Concrete & Precast	45,564
	05100	Steel & Misc.Metals	53,959
	06000	Rough Carpentry	3,090
	06200	Finish Carpentry	97,595
	07100	Waterproofing & Caulk	122,141
	07250	Cementitious Fireproofing	12,072
	07500	Roofing	33,415
	08100	Doors & Hardware	17,826
	08300	Special Doors	6,875
	08400	Storefront and Glass	37,801
	09100	Lath & Stucco	32,500
	09250	Drywall & Insulation	Separate Task
	09300	Tile & Marble	62,143
	09500	Acoustical	37,454
	09600	Flooring	136,764
	09900	Painting	45,850
	10000	General Specialties	5,165
	10800	Bath Specialties	38,228
	14200	Elevator	3,690
	15500	Fire Sprinklers	5,363
	15600	Plumbing & HVAC (Incl. \$200k allowance)	220,500
	16000	Electric	484,904
	17000	Allowances (Paving / Tile / Contingency)	136,050
		Subtotal	<b>\$1,976,058</b>
		Permits	
1.00%		Insurance (Gen Liab)	22,825
		Builder's Risk Insurance	0
		Performance Bond	21,056
5.00%		Contractor's Overhead	100,997
8.00%		Construction Fee	161,595
		<b>Total Project Bid =</b>	<b>\$2,282,531</b>

CONCOURSE 'C' EXPANSION AT  
PALM BEACH INTERNATIONAL AIRPORT

REMEDIATION/SCOPE OF WORK TO BE PERFORMED BY DBE

Date: 8/14/08

EXTERIOR

BACKGROUND

After reviewing the completed construction, plans and inspection reports, supplemented with discussions with PZB officials and subcontractors, David Brooks Enterprises (DBE) compiled a list of recommended remediation work to be incorporated into a contract between DOA and DBE to complete the Concourse C Gate Expansion Project. A meeting was held on August 14th to discuss the recommendations detailed in the list prepared on August 12, 2008. The following is a summary of the item discussed and a direction to be taken. It is understood that there are two courses of action available for any remediation issue. Remediate it, or accept as is as it is, and seek an appropriate credit from AFCCO. In all cases where we accept work that does not meet the contract documents, it is with the understanding that an appropriate credit will be sought and

ITEM NO	DESCRIPTION	COMMENTS/DIRECTION
1	Pavement Repairs	DOA to review and provide apron layout plan with repair areas marked.
2	Structural concrete - Need to determine if "mono-footing" at all three stairs stays or goes, in all three cases	Independent consultant reviewing documentation. Action to be determined
3	Remedial Concrete - Stairs 1 and 2	Independent consultant reviewing previous remediation performed by AFCCO. Action to be determined
4	Demo and Replace	Demolish stairs, landings and precast panels, Reform and repour stairs
	<u>Precast</u>	
5	Precast - need response from Precast Manufacturer on RCT report on integrity of panels	DOA hold retainage until responded to
	Precast - need shop approved shop drawings from Precast Manufacturer	DOA hold retainage until responded to
6	<u>Architectural</u>	
	Closure detail needed for precast to 2nd floor gap	Install a fire rated durable sealant specified by PBSJ
	Move exterior door of mech. rm. to meet ADA?	If acceptable by PZB no action required
	Ladder to high roof does not meet plans or specs	Remove and replace with new ladder
	Fire Spray needs to be repaired at exterior	Bring fire spray back to shoot as needed
7	<u>Roof / water intrusion</u>	
	Water leaks at both smoke removal fans	Cover fans with plastic and meet with roofer and P&K on roof to determine current leak cause
	Flashing penetrations by lightning protection conduits not repaired correctly	Review consultant's report, and coordinate corrective actions
	Holds water near roof drains	Review consultant's report, and coordinate corrective actions
	Holds water near late installed fan curbs	Review consultant's report, and coordinate corrective actions
	Expansion system terminates at ends, but does not connect to wall expansion	Review consultant's report, and coordinate corrective actions
	Improper flashing at "extra wide" joint between old and new precast	Review consultant's report, and coordinate corrective actions

**CONCOURSE 'C' EXPANSION AT  
PALM BEACH INTERNATIONAL AIRPORT**

**REMEDIAION/SCOPE OF WORK TO BE PERFORMED BY DBE**

Date: 8/14/06

**SECOND FLOOR**

**BACKGROUND**

After reviewing the completed construction, plans and inspection reports, supplemented with discussions with PZB officials and subcontractors, David Brooks Enterprises (DBE) compiled a list of recommended remediation work to be incorporated into a contract between DOA and DBE to complete the Concourse C Gate Expansion Project. A meeting was held on August 14th to discuss the recommendations detailed in the list prepared on August 12, 2006. The following is a summary of the item discussed and a direction to be taken. It is understood that there are two courses of action available for any remediation issue. Remediate it, or accept as is, and seek an appropriate credit from AFCCO. In all cases where we accept work that does not meet the contract documents, it is with the understanding that an appropriate credit will be sought and received.

ITEM NO	DESCRIPTION	COMMENTS/DIRECTION
1	<b>Bathrooms</b>	
	Floor Tile	
	Epoxy paint overspray	
	Epoxy Grout - specified but subcontractor says not installed	
	Floor waterproofing testing failed	
	Wall tiles cracked	
	Misc. Metals for Toilet Partitions	
	Misc. Metals for Vanities - ADA clearance issues	
	Revision to add HC stall in Women's	
	Plumbing chase issues	
	ADA clearance issue in end stall - Women's	
	Fire Alarm Issues	
Wall Framing & Finish Issues		
Door / Hardware / Access panel issues		
No insulation to walls of plumbing chase - Men's		
		Considering all of the issues remove the floors tiles and the walls down to the studs and replace the wood blocking. Construct per plan. DOA to check with Chuck Michael on available epic stock
2	<b>Floor Levelness</b>	
	Floors bush-hammered along perimeter for some reason	Independent Consultant reviewing. Float out to "acceptable" level with light weight concrete fill material DOA fairness consultant to inspect and advise on remediation
3	<b>Expansion Joint</b>	
	Floors not same height at expansion joint - bush-hammered back 3' +/- on high side	The concrete opening has been re-formed and re-poured between March and July. Reinforcement was installed but steel cannot be confirmed. Use chipping gun to determine if there appears to be a good bond between the re-pour and the slab. If bond is sound, install expansion joint. If not, chip out, drill and dowel rebar (design by A/E) and re-pour. Secure pricing for fire-proofing contractor to supply and install complete for an approved, fire rated product. DOA fairness consultant to inspect and advise on remediation.
4	<b>Framing &amp; Drywall</b>	
	Control Joints	Complete drywall finishing at joints, laid out as is
	Exterior Expansion Joint between drywall and pre-cast where gyp-board meets precast	Caulk 1/2" in joint if and where needed
	Fire Rated TOW closure	Many are not done per details in plans, some are impractical to remediate. No plan details now due to clearance restraints. Bring fire-spray contractor back for remedial work in several areas
	Expansion joints in Columns & Soffits	Out of alignment in Northern Acoustical ceiling area. Rework so within alignment
	Framing sags due to lack of support studs on both sides of expansion joint - where cut after installation	Add studs as needed
	Large plaster columns need to be opened for installation of floor expansion joint	Open columns, have expansion joint in floor installed and inspected, then re-frame and re-lath and stucco after expansion joint is installed in column framing top
	Electrical outlets not aligned	No Action Required
	Expansion joint missing in Acoustical Ceilings	At minimum install a two inch wall angle and cut back runners to achieve proper movement control. DBE to investigate credit for difference between installing the angle and installing the expansion joint
	Monitor Columns (large and small)	
	Monitor high round columns do not align with precast, leaving gaps and openings that require closure	Close with drywall and rigid insulation to the degree it is practical so that it appear in character with the balance of the area
	Monitor added steel columns - framed in a size considered too large by PBS. Not on original documents	Remove framing and drywall. Install breakmetal (stiffened by double-rolled edgecovers and double rolled corners to add stiffening and avoid "oil-canning" (mounted to clips top and bottom)) at minimum size to clear fire-spray, without stud framing
	Wall outside baths - heavy mud applied	The gyp-board to be removed from the next expansion joint to the south all the way to the North corner. The framing members need to be checked for plumb, and then the wall needs to be re-hung, taped and finished properly
	Studs not to deck in plumbing chase	Remediation as part of the bath rework
Exterior Wall Insulation does not extend to roof-deck in exposed locations (Janitor closet room on N side)	Add rigid insulation above top of drywa - up to deck on inside of precast, that meets code - product to be determined prior to installation	

**CONCOURSE 'C' EXPANSION AT  
PALM BEACH INTERNATIONAL AIRPORT**

**REMEDIATION/SCOPE OF WORK TO BE PERFORMED BY DBE**

Date: 8/14/06

SECOND FLOOR

**BACKGROUND**

After reviewing the completed construction, plans and inspection reports, supplemented with discussions with PZB officials and subcontractors, David Brooks Enterprises (DBE) compiled a list of recommended remediation work to be incorporated into a contract between DOA and DBE to complete the Concourse C Gate Expansion Project. A meeting was held on August 14th to discuss the recommendations detailed in the list prepared on August 12, 2006. The following is a summary of the item discussed and a direction to be taken. It is understood that there are two courses of action available for any remediation issue. Remediate it, or accept it as it is, and seek an appropriate credit from AFCC. In all cases where we accept work that does not meet the contract documents, it is with the understanding that an appropriate credit will be sought and received.

ITEM NO	DESCRIPTION	COMMENTS/DIRECTION
6	<b>Mechanical Issues</b>	
	Dissimilar metals issues at hangers	Mechanical sub to correct
	Dampers in walls no longer fire rated	wire open, label walls as non-rated - per PZB
	<b>Arch - General</b>	
	Paint	Provide samples, when painter hired
	Stucco Mock-up	Provide a sample "sand finish" for approval prior to commencement of stucco on columns
	Millwork	
	Lights in kiosk grids need to be relocated to over counter	Relocate Lights
	Access needs to be provided for electrical/FA work above	Provide access - see below
	Entire wood grid needs to be removed to allow gypsum control joints to be completed above	Break grid into "removable" sections at that time for access and complete control joints
	Support structure needs to be checked to verify proper installation	
Bare wood exposed above wood grid	Install laminate to similar to existing	
Bare electrical conduits and unistrut exposed above wood grid	Install in "wire-way" and hide from site	
6	FE / Hose Cabs missing	Rework framing and drywall as necessary to complete per plans
7	Carpet	DOA to meet with Duffly and Lee and agree to credit for labor for portion not to be installed
8	<b>Exterior Windows &amp; Frames</b>	
	Frames are scratched and covered in debris	Clean and determine if further action is required.
	No product approval stickers on any windows or frames - will be required for final inspections	Secure installation from GlassTech
	Quarterail not installed (@2nd floor curtainwall)	Secure installation from GlassTech
9	Keystone Joints - floated and not tooled	Tool Joints to match existing
10	All Curtains have exposed electrical conduit	Recess and hide conduit
11	Mop sink corner of storage room CC-245	
	Wall is furred out to accommodate plumbing around structural conflict below, which PBSJ rejects	Remove cement board and use green board, stud across, then tile
	Tile to be up to 8', now only up to 4'	Extend tile to proper height, per plan

**CONCOURSE 'C' EXPANSION AT  
PALM BEACH INTERNATIONAL AIRPORT**

**REMEDIATION/SCOPE OF WORK TO BE PERFORMED BY DBE**

Date: 8/14/08

FIRST FLOOR

**BACKGROUND**

After reviewing the completed construction, plans and inspection reports, supplemented with discussions with PZB officials and subcontractors, David Brooks Enterprises (DBE) compiled a list of recommended remediation work to be incorporated into a contract between DOA and DBE to complete the Concourse C Gate Expansion Project. A meeting was held on August 14th to discuss the recommendations detailed in the list prepared on August 12, 2008. The following is a summary of the items discussed and a direction to be taken. It is understood that there are two courses of action available for any remediation issue. Remediate it, or accept as is, and seek an appropriate credit from AFCCO. In all cases where we accept work that does not meet the contract documents, it is with the understanding that an appropriate credit will be sought and

ITEM NO	DESCRIPTION	COMMENTS/DIRECTION
1	Missing Expansion Joints in walls.	Confirm that PZB does not require the expansion joint. If not install V type construction joints in lieu of true expansion joint. Get Cost to install expansion joint
2	Fire Rated TOW closure	Use spray as required.
3	Ceiling Height lower than 8-0ft in some areas	
	Corridor -	Build three drywall headers, per approved sketch from AFCCO Move lights as necessary to avoid ducts  Heights per approved sketch prepared by AFCCO should be accomplished NOTE: Modify/eliminate one light as needed
	Non-Corridor Tenant Spaces -	Rework chilled water lines for clearance at valves in all spaces. Confirm that Jetaluc does not need 8-ft ceilings in Storage/Mechanical rooms
4	Hand Rails in Mechanical Room do not match	Accept installed railings. No action required
5	Clear space below EEF-2 in storage room - "not per plans"	Meet with P&K to determine best solution to raise exhaust fan to obtain max clearance
6	Existing Tenant Space under Concourse C	Repaint all, replace all ceiling tiles, adjust all doors & replace as needed, replace all bulbs and hot-check systems as needed
7	Conduit conflicts that impacted ceiling heights	No Action Required. See Item 3
8	Conduit expansions needed after Exp Jts installed **	No Action required. See Item 1
9	Fire Rated Cabinets.	No Action Required
10	Interior Stairs	Interior stairs appear to be far out of code and construction tolerance. Further investigation is in ongoing by independent consultant. Action to be determined.
11	Framing & Drywall	
	Column wraps do not extend to ceiling in tenant space as per plans	No Action Required unless fire rated
	Walls do not extend to deck as required per plans	No Action Required unless fire rated
12	All exterior ceilings	Rough inspections on all trades
		Fire Spray repairs
		Close all penetrations of floor Install bird screening
13	Mechanical - Smoke Evacuation Modifications	Additional work not included in AFCCO contract. Meet with P&K to resolve pricing issues, get missing electrical pricing from Davco. Submit corrected pricing for DOA review and approval. Upon approval, contract for the work

## PLAN LIST

### CONCOURSE C GATE EXPANSION - COMPLETION PROJECT

<u>PAGE</u>	<u>DATE</u>	<u>PAGE</u>	<u>DATE</u>
Cover Sheet	4/18/2006	A 6.11	3/20/2006
LS 2.10	1/12/2006	A 6.12	1/18/2006
LS 2.20	3/20/2006	A 6.13	1/18/2006
C 1.01	9/23/2005	A 6.14	9/27/2006
C 3.01	9/23/2005	A 6.22	3/20/2006
C 3.02	9/23/2005	A 6.31	1/19/2006
C 9.04	9/23/2005	A 7.00	1/18/2006
C 9.05	9/27/2005	A 7.10	3/20/2006
C 9.06A	5/8/2006	A 7.10a	Dec-07
C 9.07	9/23/2006	A 7.10b	4/5/2006
C 10.01A	5/8/2006	A 7-11a	4/5/2006
C 10.02	1/19/2006	A 7.12a	4/5/2006
C 17.01	9/23/2005	A 7.13	4/5/2006
C 17.02	9/23/2005	A 7.20	3/20/2006
A 0.02	9/27/2006	A 7.21	1/18/2006
A 0.03	9/27/2006	A 7.22	9/23/2006
A 0.04	9/27/2006	A 7.31	1/18/2006
A 1.00	9/27/2006	A 7.41	1/18/2006
A 2.01	9/27/2006	A 9.21	9/22/2006
A 2.12A	Dec-07	A 9.22	4/27/2007
A 2.20	1/18/2006	A 9.23	1/18/2006
A 2.21	1/18/2006	RC 2.10	4/22/2006
A 2.22B	Dec-07	RC 2.12	9/27/2006
A 2.30	3/20/2006	RC 2.20	3/20/2006
A 2.40A	4/8/2006	RC 2.21	4/22/2006
A 3.11	3/20/2006	RC 2.22a	4/5/2006
A 3.11A	3/20/2006	SG 6.00	9/22/2005
A 3.12	3/20/2006	SG 6.01	9/22/2005
A 3.12A	3/20/2006	SG 6.02	9/22/2005
A 4.11	3/20/2006	SG 6.03	9/22/2005
A 4.21	3/20/2006	S 0.01	3/20/2006
A 4.31	3/20/2006	S 0.20	3/20/2006
A 5.01	Dec-07	S 1.01	3/20/2006
A 5.10	3/20/2006	S 1.01A	3/9/2006
A 5.11A	4/8/2006	S 2.01	3/20/2006
A 5.12B	Dec-07	S 2.03	3/20/2006
A 5.13A	Apr-06	S 3.01	9/26/2006
A 5.14	3/20/2006	S 3.02	3/20/2006
A 5.15	1/18/2006	S 3.03	3/20/2006
A 5.19	2/20/2006	S 3.04	3/20/2006
A 5.21	3/20/2006	S 3.05A	3/9/2006
A 5.31	3/20/2006	M 0.01	1/16/2006
A 5.81	4/27/2007	M 1.01	9/26/2006
A 5.85	4/27/2007	M 1.02	9/26/2006
A 5.86	4/27/2007	M 1.02A	1/16/2006
A 5.87	4/27/2007	M 1.03	1/16/2006

## PLAN LIST

### CONCOURSE C GATE EXPANSION - COMPLETION PROJECT

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<u>PAGE</u>	<u>DATE</u>		<u>PAGE</u>	<u>DATE</u>
M 1.04	Date illegible	REV 7	PC 1.01	9/26/2008
M 1.05	1/16/2008		PC 1.02	9/26/2008
M 1.06	Date illegible	REV 7	PC 1.03	9/26/2008
M 1.07a	2/27/2006		PC 1.04	9/26/2008
M 1.08a	2/27/2006		PC 1.05	9/26/2008
M 1.09a	2/27/2006		PC 3.01	9/26/2008
M 1.10	1/16/2008		PC 3.02	9/26/2008
M 2.01	1/16/2008		PC 8.01	9/26/2008
M 2.02	1/16/2008		PC 8.02	9/26/2008
M 2.04	1/16/2008		PC 8.03	9/26/2008
P 0.01	5/7/2006		PC 8.04	9/26/2008
P 1.01	9/26/2006		PC 8.05	9/26/2008
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P 1.07	11/22/2006			
P 1.08	1/16/2006			
P 1.09	11/22/2006			
P 2.01	1/31/2007			
P 2.02	11/22/2006			
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P 3.01	9/26/2006			
P 3.02	1/16/2006			
E 1.00	1/16/2006			
E 1.01	9/26/2006			
E 1.02	3/8/2006			
E 1.03	1/16/2006			
E 1.03a	1/16/2008			
E 1.04	11/21/2006			
E 1.04a	11/26/2006			
E 1.05	9/26/2006			
E 1.06a	9/26/2006			
E 1.06	1/16/2006			
E 1.07	11/21/2006			
E 1.07a	9/26/2006			
E 1.08	9/26/2006			
E 1.09	1/16/2006			
E 1.10	11/26/2006			
E 1.11	9/26/2006			
E 2.00	1/16/2006			
F 0.01	9/26/2008			
F 0.02	9/26/2008			
F 1.01	9/26/2008			
F 1.02	9/26/2008			
F 1.04	9/26/2008			



9000 Burma Road, Suite 101 Palm Beach Gardens, FL 33403 561.626.9960 Fax: 561.626.9980

September 29, 2008

Ms. Nancy Herrera  
Department of Airports – Palm Beach County  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

Re: Project PB 07-3 Task 2.2 Bond

Dear Nancy:

Please accept this letter as our assurance that we will provide a P&P Bond prior to commencement of work on this project. Everyone is trying to get this project started quickly. We just submitted our proposal on Friday, and the Task Authorization came via e-mail this afternoon.

We are in contact with our surety, and will forward the bond as soon as it is received.

Thank you for your understanding, and we appreciate this opportunity to assist the Department of Airports.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Mark Davidson", written over a white background.

M. L. "Mark" Davidson  
Vice President  
David Brooks Enterprises, Inc.

Cc: file  
David Brooks



**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS**

PROJECT NAME: Concourse C Exp. Completion

PROJECT NO: Task D-2.2

NAME OF PRIME BIDDER: David Brooks Enterprises, Inc.

PHONE NO.: 561-626-9960

CONTACT PERSON: Mark Davidson

FAX NO: 561-626-9980

BID DATE: 9-26-08

DEPARTMENT: \_\_\_\_\_

**PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS**

Name, Address and Phone Number	(Check one or both Categories)		Subcontractor Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify) SBE
David Brooks Enterprises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$	\$622,701
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	Total		\$	\$	\$	\$	\$ 622,701

Total Bid Price: \$ 2,282,531.00  
Participation:

Total Value of SBE-M/WBE \$ 622,701

- 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-M/WBE SUBCONTRACTOR**

PROJECT NAME: Concourse C Exp. Completion PROJECT NO: Task D-2.2

TO: David Brooks Enterprises, 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: 2-23-07 - 2-22-10

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
1	Gen. Conditions, CM Overhead, Fee, Bond & Ins.			\$622,701.00

at the following price: \_\_\_\_\_ \$622,701.00  
(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-SBE-M/WBE subcontractor or supplier, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

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

David Brooks Enterprises, Inc.  
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]  
(Signature)

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

Date: 9/24/08

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2008

PRODUCER (561)746-4546 FAX: (561)746-9599  
Tequesta Agency, Inc.  
218 S. US Highway One  
Suite 300  
Tequesta FL 33469

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  
David Brooks Enterprises, Inc.  
9000 Burma Road, Suite 101  
Palm Beach Gardens FL 33403

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Insurance	20893C
INSURER B: Auto-Owners Insurance	18988
INSURER C: Continental Casualty	20443C
INSURER D: Valley Forge Ins Co.	20508
INSURER E: Columbia Casualty Co.	

## 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b>	C2082846122	8/1/2008	8/1/2009	EACH OCCURRENCE \$ 1,000,000
		<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"/> PROJECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b>	4689563400	8/1/2008	8/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
		<b>GARAGE LIABILITY</b>				AUTO ONLY: AGG \$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ 8,000,000
C		<b>EXCESS/UMBRELLA LIABILITY</b>	C2025706404	8/1/2008	8/1/2009	AGGREGATE \$ 8,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC178965914	3/1/2008	3/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
E		<b>OTHER Contractors</b>	CPB288289722	6/24/08	6/24/09	Per Claim \$1,000,000
		<b>Professional</b>				Aggregate \$1,000,000
		<b>Liability</b>				Retention \$10,000

**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 & Agents are additional insureds per form G17957G attached to the General Liability policy and form CA2048 0299 attached to the Business Automobile policy. Copy of forms G17957G & CA2048 0299 attached for reference. A Subrogation Waiver applies to the General Liability, Automobile & Workers Comp policies. Project No. PB07-3, Misc Repair, Replacement and Improvement Projects for PB County Dept of Airports / CM@Risk Continuing Services Contract.

## CERTIFICATE HOLDER

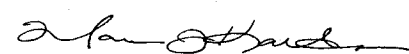
PALM BEACH COUNTY  
c/o DEPARTMENT OF AIRPORTS  
846 PALM BEACH INT'L AIRPORT  
WEST PALM BEACH, FL 33406-1470

## 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

Mark Kasten/DEBBIE



ACORD 25 (2001/08)

INS025 (0108).08a

© ACORD CORPORATION 1988

## **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.



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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED  
ENDORSEMENT WITH LIMITED PRODUCTS-COMPLETED OPERATIONS  
COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

**Designated Project:**

See Certificate of Insurance

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

**SCHEDULE**

<p><b>Name of Person(s) or Organization(s):</b></p> <p>See Certificate of Insurance</p>
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

PALM BEACH COUNTY INTERNATIONAL AIRPORT  
DOA CM @ Risk Contract

DAVID BROOKS ENTERPRISES  
PB NO: PB 07-3  
CONTRACT HISTORY

CONTRACT APPROVED ON: 5/20/2008  
RESOLUTION NO R20080848

Task No	DATE	DESCRIPTION	TASK ORDER TIME	TASK ORDER AMOUNT	CHANGE ORDER	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS
D1	5/20/2008	Pre-Construction Services for Addressable Fire Alarm	0	\$50,000.00				\$50,000.00	Approved by Board #R20080849
D2	7/23/2008	Pre-Construction Services to Complete Concourse C Gate Expansion Project		\$75,000.00			\$75,000.00		Approved by CRC on 7/23/08
D2.1	9/4/2008	Concourse C - Bathroom Demolition, Framing and Drywall		\$85,376.00		\$85,376.00			Approved by Dept. on 9/04/08
D2.2	10/7/2008	Concourse C Completion	150	\$2,282,531.00				\$2,282,531.00	
D3	7/23/2008	Install Barrier Cables on 4th and 7th level of new parking garage		\$ 97,203.00			\$ 97,203.00		Approved by CRC on 7/23/08
	D3 Change Order #1	Change from steel rods to steel railings		\$ 48,836.00	\$ 48,836.00				Waiting approval
D4	8/26/2008	Pre-Construction Services of Telephone Room Fire Supression System		\$22,000.00		\$22,000.00			Approved by Dept. on 8/26/08
D5	9/11/2008	LTP2 Garage - Temp Jersey Barriers	0	\$ 14,833.00		\$14,833.00			Approved by Dept. on 9/11/08
D6		Remove Liebert Unit from Comm Center		\$8,677.00		\$8,677.00			Waiting approval
Total			150	\$ 2,684,456.00	\$ 48,836.00	\$ 130,886.00	\$ 172,203.00	\$ 2,332,531.00	

To be approved by the Dept  
To be approved by the CRC  
To be approved by the Board

Notes:

Approval Authority for Task Authorizations (CM @ Risk) - No cumulative tracking

<u>TA Value</u>	<u>Authority</u>
\$0-100,000	Lead Dept
\$100,001-199,999	CRC
>\$200,000	BCC

Approval Authority for Change Orders

<u>CO Value</u>	<u>Authority</u>
\$0-50,000	Lead Dept
\$50,001-100,000	CRC
>\$100,001	BCC

<u>Cummulative Value</u>	<u>Authority</u>
\$0-100,000	Lead Dept
\$100,101 - 200,000	CRC



**BUDGET TRANSFER**  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA


Fund 4111 Airport Improvement & Development Fund

Advantage Document Numbers:  
 BGEX  
 BGRV

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 10/01/08	REMAINING BALANCE
<u>Expenditures</u>								
121-A239-6502	P-Concourse C Expansion	0	2,439,377	685,698	0	3,125,075	0	3,125,075
121-A900-9909	Reserves Improvement Program	10,534,915	8,851,468		685,698	8,165,770	0	8,165,770
<b>Total Appropriations &amp; Expenditures</b>		<u>80,526,348</u>	<u>83,740,278</u>	<u>685,698</u>	<u>685,698</u>	<u>83,740,278</u>		

OFMB  
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 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures  
  
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 Date  
 10/1/08  
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By Board of County Commissioners  
 At Meeting of  
 October 7, 2008  
 \_\_\_\_\_  
 Deputy Clerk to the  
 Board of County Commissioners