

4A-2

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010 Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A contract with David Brooks Enterprises, Inc. in the amount of \$1,196,311 for the Terminal Flooring Improvements – Phase 1 at Palm Beach International Airport (PBIA).


Summary: This project was advertised utilizing the County's competitive bid process. On July 27, 2010 five (5) bids were received for the Terminal Flooring Improvements – Phase 1 at PBIA. Of the five (5) bids, David Brooks Enterprises, Inc., a Palm Beach County company, has been identified as a responsible/responsive bidder in the amount of \$1,196,311. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 18.00%. David Brooks Enterprises, Inc. DBE participation is 74.69%. Federal Aviation Administration (FAA) grant funding of \$897,233 (75%) and Passenger Facility Charge (PFC) funds of \$299,078 (25%) are being utilized to fund this project.
Countywide (JCM)

Background and Policy Issues: This project will provide for improvements to the flooring within the Level 2 public spaces of the terminal and concourses at PBIA. Portions of the existing flooring throughout the terminal and concourses may present the potential for tripping/fall hazards and must be replaced in an effort to ensure the safety and well-being of the traveling public. The work includes demolition of existing carpet and tile, floor preparation, and installation of approximately 45,000 square feet of tile. Builders Risk Insurance for this project shall be provided under Palm Beach County's Master Builders Risk Program. The Aviation & Airports Advisory Board (AAAB) has reviewed and approved the tile style and color of this project.

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and DBE Recommendation
- 3. Rendering of Terminal Flooring Improvements

Recommended By:  9/8/10
Department Director Date

Approved By:  9/8/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$ 1,196,311	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	\$ (897,233)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 299,078	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Proposed Budget? Yes X No _____
 Budget Account No.: Fund 4111 Department 121 Unit A212-328 Object 6211
 Reporting Category _____

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

Approval of this item results in new capital expenditures of \$1,196,311. Funding sources consist of FAA grant revenues of \$897,233 and PFCs of \$299,078. Budget is available in the above referenced account.

C. Departmental Fiscal Review: Tom Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB ^{VA} 9/8/10 ^S 9/15/10

[Signature] 9/14/10
 Contract Dev. and Control
 E. Jones 9/10/10

B. Legal Sufficiency:
[Signature] 9/17/10
 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 **DAVID BROOKS ENTERPRISES, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Terminal Flooring Improvements – Phase 1
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 10-8**

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 2010.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated June 2010.
- General Provisions, dated June 2010.
- Special Provisions, dated June 2010.
- Addendum No. 1, dated July 9, 2010.
- Addendum No. 2, dated July 12, 2010.
- Addendum No. 3, dated July 19, 2010.
- Addendum No. 4, dated July 20, 2010.
- Addendum No. 5, dated July 22, 2010.
- Addendum No. 6, dated September 13, 2010.
- Drawings, dated June 22, 2010.
- Completed Bid and Attachments, dated July 27, 2010.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Million One Hundred Ninety Six Thousand Three Hundred Eleven and 00/100** Dollars **(\$1,196,311.00)** **(which includes the Base Bid plus Additive Alternate 1 and Additive Alternate 2)** for **Terminal Flooring Improvements – Phase 1** at **Palm Beach International Airport**.

Terminal Flooring Improvements – Phase 1
Palm Beach International Airport

Contract

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 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 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 Disadvantaged Business Enterprises

It is the Policy of Palm Beach County Department of Airports and Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum practicable opportunity in the performance of contract financed in whole or in part with Federal Funds. DBE participation is strongly encouraged and expected for this prime contract. The County has committed to meeting an annual DBE Race Neutral Goal. DBEs must be certified with the Palm Beach County Department of Airports or Florida Department of Transportation (FDOT). List Proposed DBE Subcontractors on Schedule 1 and complete one Schedule 2 form for each DBE listed on Schedule 1.

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

BY: _____
Burt Aaronson, Chair

(SEAL)

ATTEST: DOBZ CONTRACTOR David Brooks Enterprises, Inc.

BY: David Brooks
Secretary

BY: DOBZ
David Brooks
TITLE: President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: [Signature]
Director of Airports

BY: _____
County Attorney

This page intentionally left blank

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 9009909 Executed in 3 Counterparts
BOND AMOUNT: \$1,196,311.00 (One Million One Hundred Ninety Six Thousand Three Hundred Eleven & 00/100ths)
CONTRACT AMOUNT: \$1,196,311.00 (One Million One Hundred Ninety Six Thousand Three Hundred Eleven & 00/100ths)
CONTRACTOR'S NAME: David Brooks Enterprises, Inc.
CONTRACTOR'S ADDRESS: 9000 Burma Rd.
Suite 101
Palm Beach Gardens, FL 33403
CONTRACTOR'S PHONE: (561) 626-9960
SURETY COMPANY: Fidelity and Deposit Company of Maryland
SURETY'S ADDRESS: 1400 American Lane, Tower 1
Schaumburg, IL 60196
(800) 382-2150
OWNER'S NAME: PALM BEACH COUNTY
OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach, FL 33401
OWNER'S PHONE: (561) 355-2001
DESCRIPTION OF WORK: Project No. PB 10-8, Terminal Flooring Improvements - Phase 1
PROJECT LOCATION: Palm Beach International Airport, Palm Beach County, Florida
LEGAL DESCRIPTION:

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

One Million One Hundred Ninety Six Thousand Three Hundred Eleven & 00/100ths
Dollars (\$1,196,311.00)

(Here insert a sum equal to the Contract Price)

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 _____, 20__, entered into a contract with the County for

Project Name: **Terminal Flooring Improvements – Phase 1**

Project No.: **PB 10-8**

Project Description: **Project consists of new flooring installation for PBI Terminal, Concourse B, and Concourse C. Scope of work includes demolition of existing carpet and tile, floor preparation, and installation of approximately 45,000 square feet of tile.**

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

SCHENKEL SHULTZ
200 East Robinson Street, Suite 300
Orlando, Florida 32801
(407) 428-0364
(407) 872-3303

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County for the construction of Project No. PB 10-8*, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

*Terminal Flooring Improvements - Phase 1

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

Terminal Flooring Improvements – Phase 1
Palm Beach International Airport

Contract Documents
June 2010

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.

Marcia A. Guider
 Witness Marcia A. Guider

David Brooks Enterprises, Inc.
 Principal (Seal)

Kathy Clawson
 Witness Kathy Clawson

David Brooks
 Title David Brooks, President

Fidelity and Deposit Company of Maryland
 Surety (Seal)

Peggy Snow
 Title Peggy Snow, Attorney-In-Fact &
 Florida Licensed Resident Agent
 Inquiries: (407) 834-0022

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint J. W. GUIGNARD, Jennifer L. MCCARTA, Bryce R. GUIGNARD, M. Gary FRANCIS, April L. LIVELY, Paul J. CIAMBRIELLO, Margie MORRIS, Peggy SNOW and Allyson FOSS, all of Longwood, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of J. W. GUIGNARD, Jennifer L. MCCARTA, Bryce R. GUIGNARD, M. Gary FRANCIS, April L. LIVELY, Paul J. CIAMBRIELLO, Margie MORRIS, Peggy SNOW, Allyson FOSS, dated April 14, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of July, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By: *William J. Mills* Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of July, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of _____, _____.

Gerald F. Halley
Assistant Secretary

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: **PB 10-8**

DATE: 8-18-10

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

1. That he/she is the Secretary of David Brooks Ent., Inc. 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 15 day of JAN, 2010 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 David Brooks the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 18th day of August, 2010



(Signature)


David Brooks

(Print Signatory's Name)

It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 18th day of August, 2010 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced n/a as identification and who did not take an oath.


Notary Signature

Marcia A. Guider
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: May 10, 2011



MARCIA A. GUIDER
Commission DD 642604
Expires May 10, 2011
Bonded Thru Troy Fain Insurance 900-385-7019

FORM OF GUARANTEE

GUARANTEE FOR _____

We, the undersigned, hereby guarantee that the **Terminal Flooring Improvements – Phase 1 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 guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal) _____ CONTRACTOR

COUNTERSIGNED RESIDENT AGENT IN FLORIDA: _____
By: _____ (Signature)

(Seal) Agent SURETY

By: _____ By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

Terminal Flooring Improvements – Phase 1
Palm Beach International Airport

Contract



GUIGNARD COMPANY

SURETY BONDS

August 19, 2010

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

**RE: Palm Beach County Project No. PB 10-8, Terminal Flooring Improvements -
Phase 1, Palm Beach International Airport**

To Whom It May Concern:

This is to advise you that when the above referenced project has been completed by David Brooks Enterprises, Inc. we, as the surety for the aforementioned contractor, will provide the necessary Form of Guarantee to Palm Beach County Board of County Commissioners as required.

Sincerely,
Fidelity and Deposit Company of Maryland

Peggy Snow
Attorney-In-Fact &
Florida Licensed Resident Agent

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint J. W. GUIGNARD, Jennifer L. MCCARTA, Bryce R. GUIGNARD, M. Gary FRANCIS, April L. LIVELY, Paul J. CIAMBRIELLO, Margie MORRIS, Peggy SNOW and Allyson FOSS, all of Longwood, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of J. W. GUIGNARD, Jennifer L. MCCARTA, Bryce R. GUIGNARD, M. Gary FRANCIS, April L. LIVELY, Paul J. CIAMBRIELLO, Margie MORRIS, Peggy SNOW, Allyson FOSS, dated April 14, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of July, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By: William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of July, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages....and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 19TH day of AUGUST, 2010.

Gerold F. Halley
Assistant Secretary

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> Congressional District, if known:	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <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>No Lobbying Activities</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <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: <u>David Brooks</u></p> <p>Print Name: <u>David Brooks</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>561-626-9960</u> Date <u>8-30-10</u></p>	
<p>FEDERAL USE ONLY</p>	<p>Authorized for Local Reproduction Standard Form LLL</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/30/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tequesta Agency, Inc. 218 S. US Highway One Suite 300 Tequesta FL 33469		CONTACT Debra Neumann NAME: PHONE (A/C, No. Ext): (561) 746-4546 FAX (A/C, No.): (561) 746-9599 E-MAIL ADDRESS: dneumann@tequestaagency.com PRODUCER CUSTOMER ID #: 00001048													
INSURED David Brooks Enterprises, Inc. 9000 Burma Road #101 Palm Beach Gardens FL 33403		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr><td>INSURER A National Fire Insurance Co.</td><td>20478</td></tr> <tr><td>INSURER B Auto-Owners Insurance</td><td>18988</td></tr> <tr><td>INSURER C Continental Casualty Company</td><td>20443C</td></tr> <tr><td>INSURER D Valley Forge Insurance Co.</td><td>20508</td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>		INSURER A National Fire Insurance Co.	20478	INSURER B Auto-Owners Insurance	18988	INSURER C Continental Casualty Company	20443C	INSURER D Valley Forge Insurance Co.	20508	INSURER E:		INSURER F:	
INSURER A National Fire Insurance Co.	20478														
INSURER B Auto-Owners Insurance	18988														
INSURER C Continental Casualty Company	20443C														
INSURER D Valley Forge Insurance Co.	20508														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: Okeechobee REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		C2082846122	8/1/2010	8/1/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			4689563400	8/1/2010	8/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						Broad Form Endorsement \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 8,000,000
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000			C2025706404	8/1/2010	8/1/2011	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WC178965914	3/1/2010	3/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job: Terminal Flooring Improvements - Phase 1 - PBIA Project No. PB 10-8
See attached addendum for Additional Insured and Subrogation Waiver

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Kasten/DEBBIE

ACORD 25 (2009/09)
INS025 (200909)

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION. All rights reserved.

COMMENTS/REMARKS

Job: Terminal Flooring Improvements - Phase 1 - PBIA Project No. PB 10-8
Palm Beach Co Board of Co Commissioners a Political Subdivision of the State of FL its
Officers Employees & Agents are additional insureds per form G17957G 01/01 attached to the
General Liability policy & the Automobile policy to the extent that the organization
qualifies as an Insured under Section II of the Coverage Form 79001 3/99.
The Umbrella policy includes the same additional insureds as the underlying General
Liability policy. Copy of forms G17957G & 79001 are attached. Subro Waiver applies to
General Liability, Automobile & Workers Comp

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Designated Project:

As required by written contract

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

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

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

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

- adoption. **Relative** includes a ward or foster child who resides with **you**.
10. **Suit** means a civil court proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged.
11. **Trailer** means a vehicle which is designed to be connected to and towed by an **automobile**.

12. **You or your** means the first named **insured** shown in the Declarations and if an individual, **your spouse** who resides in the same household.
13. **Your automobile** means the **automobile** described in the Declarations.
14. **We, us or our** means the Company providing this insurance.

SECTION II - LIABILITY COVERAGE

1. COVERAGE

a. Liability Coverage - Bodily Injury and Property Damage

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

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

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

b. Trailers

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

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

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

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

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

Coverage is extended only when such trailer:

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

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

c. Other Automobiles Covered

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

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

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

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

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

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

2) pay any required additional premiums.

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

2. EXCLUSIONS

Liability Coverage does not apply:

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

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

(1) **you**;

(2) a **relative**; or

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

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

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

d. to any **automobile** while:

(1) preparing for;

(2) practicing for; or

(3) participating in;

any prearranged racing, speed or demolition contest.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Jeff Koons
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS



(Posted)

RECEIVED

2010 AUG -9 PM 4:09

DL 340 PJA

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 **David Brooks Enterprises, Inc.** for the below listed project:

**Terminal Flooring Improvements – Phase 1
Palm Beach International Airport
Palm Beach County Project No. PB 10-8
Department of Airports**

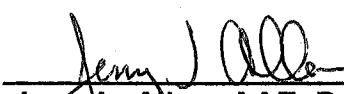
BASE BID:	\$480,813.00
ADDITIVE ALTERNATE 1:	\$300,033.00
ADDITIVE ALTERNATE 2:	\$415,465.00
TOTAL (BASE BID + ADDITIVE ALTERNATE 1 + ADDITIVE ALTERNATE 2):	<u>\$1,196,311.00</u>

(Removed)

RECEIVED

2010 AUG 16 PM 4:29

DL 340 PJA


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

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 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

"An Equal Opportunity-Affirmative Action Employer"

RICONDO
& ASSOCIATES

August 2, 2010

Mr. Gary Sypek
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RE: Palm Beach International Airport
Terminal Flooring Improvements – Phase I
PBC Project No: PB 10-8
Letter of Recommendation of Award

Dear Mr. Sypek:

Enclosed for your use are a Bid Tabulation sheet, bid evaluation results, and recommendation to award for the project referenced above as provided by our subconsultant and Architect-of-Record, Schenkel-Shultz Architecture, Inc. The Bid Opening was conducted on July 27, 2010 following the deadline established for the submission of construction bids.

The results of the bid tabulation confirmed the accuracy of the total bid amounts submitted by each bidder. Therefore, the preliminary results declaring David Brooks Enterprises, Inc. as the low-bidder have been validated. As a result, based on our review of the bid package provided by the low-bidder, and contingent upon legal review and confirmation of compliance with the Disadvantaged Business Enterprise (DBE) requirements by the Palm Beach County Department of Airports' DBE compliance office, it is our recommendation that the DOA proceed with the award of a construction contract with David Brooks Enterprises, Inc. for for the Terminal Flooring Improvements – Phase 1 at Palm Beach International Airport.

Should you have any questions regarding the information enclosed or the recommendation provided above, please do not hesitate to give me a call at 305-260-2727, extension 253.

Sincerely,

RICONDO & ASSOCIATES, INC.



David Ramacorti, C.M
Director

Enclosures

6205 BLUE LAGOON DRIVE, SUITE 280, MIAMI, FLORIDA 33126
Telephone (305) 260-2727 Facsimile (305) 260-2728

CARLSBAD · CHICAGO · CINCINNATI · DENVER · MIAMI · ORLANDO · PHOENIX · SAN ANTONIO · SAN FRANCISCO · WASHINGTON, D.C.

RICONDO
ASSOCIATES

Mr. Gary Sypek
Palm Beach County Department of Airports
August 2, 2010
Page 2

CC: C. Portnoy, DOA
P. Ricondo, R&A
M. Mohammadi, R&A
C. Hanson, SSA

SCHENKELSHULTZ
O O O A R C H I T E C T U R E O O O

August 2, 2010

Mr. David Ramacorti, C.M., Director
Ricondo & Associates, Inc.
6205 Blue Lagoon Drive, Suite 280
Miami, Florida 33126

Subject: Bid Recommendation
Terminal Flooring Improvements – Phase 1
Palm Beach International Airport
Project No. PB 10-8

Dear Dave:

As requested, we have reviewed the bids received on the referenced project and have attached the following information as part of the review process:

1. Bid Tabulation Sheet
2. Bid Form Checklist
3. Bid Review Comments

Based on our review of the bids, we believe that David Brooks Enterprises, Inc. has submitted the lowest and most responsive bid on this project. Therefore, we recommend award of this contract to David Brooks Enterprises, Inc. contingent upon County Legal and DBE compliance reviews.

Please call me if you have any questions or need further information.

Sincerely,

SCHENKELSHULTZ, Inc.



Craig W. Hanson, AIA
Associate Principal

BID TABULATION
TERMINAL FLOORING IMPROVEMENTS - PHASE 1
PALM BEACH INTERNATIONAL AIRPORT

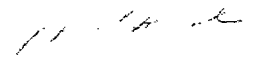
Bid Number: PB 10-8
 Bid Opening Date: 7/27/2010

R I C O N D O
 S A R L A T E
SCHENKELSHULTZ
 A R C H I T E C T U R E

		A/E Estimate	David Brooks Enterprises, Inc.	H.A. Contracting Corp.	Artisan Tile & Marble, Inc.	Acousti Engineering Company of Florida	Emerald Flooring
Bid Item	Description	Total Lump Sum Amount (Dollars-Cents)	Total Lump Sum Amount (Dollars-Cents)	Total Lump Sum Amount (Dollars-Cents)	Total Lump Sum Amount (Dollars-Cents)	Total Lump Sum Amount (Dollars-Cents)	Total Lump Sum Amount (Dollars-Cents)
1	BASE BID - CONCOURSES B AND C Contractor to provide lump sum price for all work required for full completion of scope as identified in the drawings and specifications for Concourses B and C, including, but not limited to: General Conditions, Mobilization, Temporary Facilities, Passenger Traffic Control, Phasing, Selective Demolition, Subfloor Preparation, Tile Installation, cut-in and subfloor prep of adjacent existing carpet-to-remain, Expansion Joint removal and replacement, Tile Accessories Installation, Clean up and Project Close-out.						
TOTAL BID ITEM 1 (Base Bid)		\$513,680.00	\$480,813.00	\$464,000.00	\$525,000.00	\$750,659.00	\$748,644.00
A1	ADDITIVE ALTERNATE 1 - TERMINAL WEST (See Phasing Plan T-2.2 for Limits of Work) Contractor to provide lump sum price for all work required for full completion of scope as identified in the drawings and specifications for this area, including, but not limited to: General Conditions, Mobilization, Temporary Facilities, Passenger Traffic Control, Phasing, Selective Demolition, Subfloor Preparation, Tile Installation, cut-in and subfloor prep of adjacent existing carpet-to-remain, Expansion Joint removal and replacement, Tile Accessories Installation, Clean up and Project Close-out.						
TOTAL BID ITEM A1 (Additive Alternate 1)		\$252,647.00	\$300,033.00	\$336,000.00	\$320,000.00	\$327,908.00	\$542,307.00
TOTAL BID ITEM 1 (Base Bid) plus BID ITEM A1 (Additive Alternate 1)		\$766,327.00	\$780,846.00	\$800,000.00 *	\$845,000.00	\$1,078,567.00	\$1,290,951.00
A2	ADDITIVE ALTERNATE 2 - TERMINAL EAST (See Phasing Plan T-2.2 for Limits of Work) Contractor to provide lump sum price for all work required for full completion of scope as identified in the drawings and specifications for this area, including, but not limited to: General Conditions, Mobilization, Temporary Facilities, Passenger Traffic Control, Phasing, Selective Demolition, Subfloor Preparation, Tile Installation, cut-in and subfloor prep of adjacent existing carpet-to-remain, Expansion Joint removal and replacement, Tile Accessories Installation, Clean up and Project Close-out.						
TOTAL BID ITEM A2 (Additive Alternate 2)		\$349,483.00	\$415,465.00	\$470,000.00	\$435,000.00	\$455,932.00	\$769,754.00
TOTAL BID ITEM 1 (Base Bid) plus BID ITEM A2 (Additive Alternate 2)		\$863,163.00	\$896,278.00	\$934,000.00	\$960,000.00	\$1,206,591.00	\$1,518,398.00
TOTAL BID ITEM 1 (Base Bid) plus BID ITEM A1 (Additive Alternate 1) plus BID ITEM A2 (Additive Alternate 2)		\$1,115,810.00	\$1,196,311.00	\$1,270,000.00	\$1,280,000.00	\$1,534,499.00	\$2,060,705.00

This Bid Tabulation is certified as complete and accurate with errors as noted.

Notes: * - Bid Price Form indicated \$790,000.00


 Mohsen Mohammadi, Ph.D., P.E.
 Date: 7/29/2010

BID FORM CHECKLIST
PBI Terminal Flooring Replacement
Phase 1

Bid Form Attachments	CONTRACTORS				
	Acousti Engineering Company, Of Florida	Artisan Tile and Marble	David Brooks Enterprises	Emerald Flooring	H.A. Contracting Corporation
Bid Form / Acknowledgement of Receipt of Addendum (Addendum No. 1, 2, 3, 4 & 5)	✓	✓	✓	✓	✓
Addendum No. 1 Attached and Signed	✓	✓	✓	X	✓
Addendum No. 2 Attached and Signed	✓	✓	✓	X	✓
Addendum No. 3 Attached and Signed	✓	✓	✓	X	✓
Addendum No. 4 Attached and Signed	✓	✓	✓	X	✓
Addendum No. 5 Attached and Signed	✓	✓	✓	X	X
Bid Price Form (Attachment No. 1 To The Bid Form)	✓	✓	✓	✓	✓
Milestone and Damages Data (Attachment No. 2 To The Bid Form)	✓	✓	✓	✓	✓
Designation of Subcontractors (Attachment No. 3 To The Bid Form)	✓	✓	✓	✓	✓
Prime Contractor Work (Attachment No. 4 To The Bid Form)	✓	✓	✓	*✓	✓
Bid Bond (Attachment No. 5 To The Bid Form)	*✓	✓	✓	*✓	✓
Partnership Certificate (Attachment No. 6 To The Bid Form)	✓	X	✓	✓	✓
Statement of Participation in Contracts Subject to Non-Discrimination Clause (Attachment No. 7 To The Bid Form)	✓	✓	✓	✓	✓
Schedule 1 List of Proposed DBE Subcontractors (Attachment No. 8 To The Bid Form)	✓	✓	✓	✓	✓
Schedule 2 Letter of Intent to Perform as a DBE Subcontractor (Attachment No. 9 To The Bid Form)	✓	✓	✓	✓	✓
Schedule 3 Statement of Good Faith Efforts (Attachment No. 10 To The Bid Form)	X	X	X	X	*✓
Schedule 6 DBE Subcontractor and Supplier Solicitation Sheet (Attachment No. 11 To The Bid Form)	✓	X	✓	X	*✓
Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities (Attachment No. 12 To The Bid Form)	✓	✓	✓	✓	✓
Trench Safety Affidavit (Attachment No. 13 To The Bid Form)	✓	✓	✓	✓	✓
Bidders and Subcontractors Information (Attachment No. 14 To The Bid Form)	✓	✓	✓	✓	✓
Buyer American Certificate (Jan 1991) (Attachment No. 15 To The Bid Form)	✓	✓	✓	✓	✓
Certification Regarding Foreign Participation (Attachment No. 16 To The Bid Form)	✓	✓	✓	✓	✓
Certification Regarding Department, Suspension, Ineligibility, and Voluntary Exclusion (Attachment No. 17 To The Bid Form)	✓	✓	✓	✓	✓
Form of NonCollusion Affidavit (Attachment No. 18 To The Bid Form)	✓	✓	✓	X	✓
Bidder Qualification Questionnaire (Attachment No. 19 To The Bid Form)	✓	✓	✓	✓	*✓
Certification of Business Location (Attachment No. 20 To The Bid Form)	✓	X	✓	✓	✓
Certification of Business Location-Glades Subcontractor (Attachment No. 20a To The Bid Form)	✓	X	✓	✓	✓

✓ Indicates that form is submitted as required

*✓ Indicates that form is either not correct, incomplete, not dated, not signed, and/or Bid number is not included

X Requires additional information and/or not provided

SCHENKELSHULTZ
O O O ARCHITECTURE O O O

MEMORANDUM

DATE: August 2, 2010

TO: Mr. David Ramacorti, C.M., Director
Ricondo & Associates, Inc.
6205 Blue Lagoon Drive, Suite 280
Miami, Florida 33126

FROM: Craig W. Hanson, AIA

RE: Bid Review Comments
Terminal Flooring Improvements – Phase 1
Palm Beach International Airport
Project No. PB 10-8

As requested, we have reviewed the bids received on the referenced project and have the following comments as part of the review process:

Acousti Engineering Company of Florida

- It does not look like any DBE Subcontractors were included. MBE/WBE/SBE's are not necessarily DBE's (Notye will be verifying this.)

Artisan Tile and Marble Inc.

- Attachments 3 and 4 do not add up.
- It does not look like any DBE Subcontractors were included. MBE/WBE/SBE's are not necessarily DBE's (Notye will be verifying this.)
- Attachment 11 was not included.
- Attachment 20 was not included.

David Brooks Enterprises, Inc.

- Contractor and Subcontractor dollars in Attachments 3 and 4 do not add up to the total Bid Prices in Attachment 1.
- The Firm's Annual Gross Receipts were not indicated on Bidders and Subcontractors Information, Attachment 14.

Emerald Flooring

- Addenda were not signed and attached.
- Attachments 3, 4, 8, 10, 11, 13, 18 were not attached or completed.
- Bid Bond was not included.
- Attachment 9 was completed incorrectly. The Form is for the Subcontractors to fill out.

H. A. Contracting Corp

- Addendum 5 was not acknowledged.
- It does not look like any DBE Subcontractors were included. MBE/WBE/SBE's are not necessarily DBE's (Notye will be verifying this.)
- Schedule 6 was not completed.
- Business Tax Receipt was not included

Please call me if you have any questions or need further information.

Sincerely,

SCHENKELSHULTZ, Inc.



Craig W. Hanson, AIA
Associate Principal

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/2/2010

FROM: Notye Brewington
S/DBE Manager

Project #: PB 10-8

Page/s: 1 / 6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates

Project #: PB 10-8

Funding: FAA/Local

AIP # 3-12-0085-053-2010

RFP/Bid Date 7/27/2010

DBE Goal: 18%

Bidders:

A. David Brooks Enterprises, Inc.

9000 Burma Rd. # 101

Palm Beach Gardens, FL 33403

Contact Person: David Brooks

Telephone: (561) 626-9960

Fax:

Email:

Amount: \$480,813.00 + 300,033.00 + \$415,465.00 = \$1,196,311.00

DBE Subcontractor(s):

1. Brian's Carpet & Commercial Flooring, Inc.

5401 North Haverhill Road, Ste 113

West Pam Beach, FL 33407

Contact Person: Patricia Blash

Telephone: (561) 242-9500

Fax: (561) 242-9502

Email:

Demo of Flooring, \$893,565.00 74.69%
Carpet Repairs Float
Floor, Ins

(\$351,582.00 + \$224,485.00 + \$317,498.00)

Total: \$893,565.00 74.69%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 8/2/2010

FROM: Notye Brewington
S/DBE Manager **Project #:** PB 10-8

Page/s: 2/6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates

Project #: PB 10-8

Funding: FAA/ Local

AIP # 3-12-0085-053-2010

RFP/Bid Date 7/27/2010

DBE Goal: 18%

Bidders:

B. H. A. Contracting, Inc.

9500 NW 12 St Bay 1

Miami, FL 33172

Contact Person:

Telephone: (305) 591-9212

Fax: (305) 591-9630

Email:

Amount: \$464,000.00 + \$336,000.00 + \$470,000.00 = \$1,270,000.00

DBE Subcontractor(s):

* **1. Zaharions Tile, Inc.**

1338 S. Killian Dr. Ste, 11

Lake Park, FL 33403

Contact Person

Telephone: (561) 848-0454

Fax: (561) 848-5778

Email:

Tile Demo

\$964,127.00

0%

75.92%

~~(\$344,400 + \$254,374.00 + \$365,353.00)~~

Total: \$964,127.00 75.92% 0%

* Zaharions Tile, Inc. is not certified as a DBE by the Department of Airports or an UCP agency.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/2/2010

FROM: Notye Brewington
S/DBE Manager

Project #: PB 10-8

Page/s: 3/6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates

Project #: PB 10-8

Funding: FAA/Local

AIP # 3-12-0085-053-2010

RFP/Bid Date 7/27/2010

DBE Goal: 18%

Bidders:

C. Artisan Tile & Marble, Inc.

206 North Old Dixie Hwy.

Jupiter, FL 33458

Contact Person: Arnold Hess

Telephone: (561) 746-3737

Fax:

Email:

Amount: \$525,000.00 + \$320,000.00 + \$435,000.00 = \$1,280,000.00

DBE Subcontractor(s):

1. Brian's Carpet & Commercial Flooring, Inc. Carpet & Demo \$78,520.00 6.13%

5401 North Haverhill Road, Ste. 113

West Palm Beach, FL 33407

Contact Person: Patricia Blash

Telephone: (561) 242-9500

Fax: (561) 242-9502

Email:

* **2. Ceramic Concepts, Inc.**
200 North Old Dixie Hwy
Jupiter, FL 33458
Contact Person: Patricia Blash
Telephone: (561) 746-2230
Fax:
Email

Supplier of Tile, Grout, \$310,000.00 14.53%
& settings material

0%

Total: \$264,520.00 20.67%
\$78,520.00 6.13%

* Ceramic Concepts, Inc. is not certified as a DBE by the Department of Airports or an UCP agency.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/2/2010

FROM: Notye Brewington
S/DBE Manager

Project #: PB 10-8

Page/s: 4/6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates
Project #: PB 10-8
Funding: FAA/Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 7/27/2010
DBE Goal: 18%

Bidders:

D. Acousti Engineering Company, Inc.

1530 53rd Street
West Palm Beach, FL 33407
Contact Person: Randy, Keller
Telephone: (561) 863-2411
Fax: (561) 863-2498
Email:
Amount: \$750,659.00

= \$750,659.00

DBE Subcontractor(s):

*	<p>1. F & D Tile, Inc. 12721 NW 21st Place Coral Springs, FL 33071 Contact Person: Sandi Moorhead Telephone: (754) 224-8238 Fax: (954) 341-3466 Email:</p>	Ceramic	\$166,280.00	0% 22.15%
*	<p>2. General Interior. 14041 80th Lane North Loxahatchee, FL 33470 Contact Person: Telephone: (561) 790-1315 Fax: (561) 790-1315 Email:</p>	Demo, Temporary Barriers	\$189,800.00	0% 25.28%

Total: \$356,080.00 47.44% 0%

* The two subcontractors above are not certified by the Department of Airports or an UCP agency.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 8/2/2010
FROM: Notye Brewington **Project #:** PB 10-8
 S/DBE Manager **Page/s:** 5/ 6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates
Project #: PB 10-8
Funding: FAA/Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 7/27/2010
DBE Goal: 18%

Bidders:

E. Emerald Flooring, Inc.
1571 W Copans Road 103.
Pompano Beach, FL 33064
Contact Person: David Deen
Telephone: (954) 971-4117
Fax: (954) 971-4118
Email:
Amount: \$748,644.00 + \$542,307.00 + \$769,754.00 = 2,060,705.00

DBE Subcontractor(s):

1. Emerald Flooring, Inc.	Flooring	\$2,060,705.00	100.00%
1571 W Copans Road 103. Pompano Beach, FL 33064 Contact Person: David Deen Telephone: (954) 971-4117 Fax: (954) 971-4118 Email:			

Total: \$2,060,705.00 100.00%

PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/2/2010

FROM: Notye Brewington
S/DBE Manager

Project #: PB 10-8

Page/s: 6/6

RE: TERMINAL FLOORING IMPROVEMENTS (PHASE 1)

Consultant: Ricondo & Associates

Project #: PB 10-8

Funding: FAA/Local

AIP # 3-12-0085-053-2010

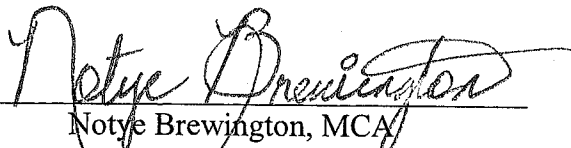
RFP/Bid Date 7/27/2010

DBE Goal: 18%

Comments:

David Brooks Enterprises, Inc. lowest, responsible, responsive bidder met the DBE requirements.

SIGNED


Notye Brewington, MCA
S/DBE Manager

Gates B1-B14

