

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

Meeting Date: July 10, 2012                       Consent     Regular  
     Workshop     Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**


- (A) A Contract with The Marc J. Parent Company, Inc., d/b/a PB Builders in the amount of \$1,021,605 for the Terminal Flooring Improvements–Phase 2 at Palm Beach International Airport (PBIA); and
- (B) A Budget Amendment of \$1,082,901 in the Airports’ Improvement and Development Fund to recognize Passenger Facility Charge (PFC) Revenues and increase Building Improvement by \$1,082,901; and
- (C) A Budget Transfer of \$1,082,901 in the Airports’ PFC Fund to transfer Reserves PFC Funds to the Airports’ Improvement and Development Fund; including a Transfer from PFC Reserves.


**Summary:** This project was advertised utilizing the County’s competitive bid process. On May 22, 2012, four (4) bids were received for the Terminal Flooring Improvements-Phase 2 at PBIA. Of the four (4) bids, PB Builders, a Palm Beach County company has been identified as the lowest responsible/responsive bidder in the amount of \$1,021,605 for the Terminal Flooring Improvements – Phase 2 at PBIA. In addition to the construction contract, project expenditures also include 6% for inspections and costs associated with the temporary relocation of airport tenants during this period for a total project cost of \$1,082,901. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 12%. PB Builders’ DBE participation is 78.47%. PFC funds are being utilized to fund this project.                      **Countywide (JCM)**

**Background and Justification:** On October 5, 2010, the Board approved Phase 1 of the Terminal Flooring Improvements project at PBIA, which included the installation of tile in the Terminal and Concourses B and C. Phase 2 of the project consists primarily of new carpet installation for within the Terminal, Concourse B and Concourse C, as well as additional tile installation at the Concourse C Security Checkpoint and Concourse C. The work includes demolition and recycling of existing carpet, floor preparation and installation of approximately 10,400 square feet of tile and 100,200 square feet of carpet. Builder’s Risk Insurance for this project will be provided by the contractor.

**Attachments:**

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and DBE Recommendation
- 3. Budget Amendment
- 4. Budget Transfer

Recommended By:                       6/12/12  
    Department Director                      Date

Approved By:                       5/24  
    County Administrator                      Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	<u>\$1,082,901</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$1,082,901</b></u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes \_\_\_ No **X**  
 Budget Account No.: Fund 4111 Department 121 Unit A212 Object 6211  
 Reporting Category \_\_\_\_\_

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

Approval of this item will result in new capital expenditures of \$1,082,901 including 6% for inspections and costs associated with the temporary relocation of airport tenants during this period. Funding sources consist of PFC Revenues of \$1,082,901 with no Airport Revenues.

**C. Departmental Fiscal Review:** *C. M. Sumner*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB  
 6/21/12  
 6/29/12

*[Signature]*  
 Contract Dev. and Control  
 6-27-12  
 6/27/12

**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney  
 6/29/12

**C. Other Department Review:**

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

## CONTRACT

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

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Terminal Flooring Improvements – Phase 2  
Palm Beach International Airport  
PALM BEACH COUNTY PROJECT No. PB 12-7**

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 April 2012.
- Completed Bond, Surety and Insurance Forms, dated \_\_\_\_\_.
- Specifications, dated April 2012.
- General Provisions, dated April 2012.
- Special Provisions, dated April 2012.
- Addendum No. 1, dated April 30, 2012.
- Addendum No. 2, dated May 3, 2012.
- Addendum No. 3, dated May 10, 2012.
- Addendum No. 4, dated May 17, 2012.
- Drawings, dated April 17, 2012.
- Completed Bid and Attachments, dated May 22, 2012.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Million Twenty One Thousand Six Hundred Five and 00/100 Dollars (\$ 1,021,605.00)** (which includes Base Bid plus Additive Bid) for **Terminal Flooring Improvements – Phase 2 at Palm Beach International Airport**.

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

Time 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".

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

(SEAL)

ATTEST: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
The Marc J. Parent Company, Inc. d/b/a PB Builders

BY: Ron Parent  
Secretary

BY: Ron Parent

TITLE: VICE 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

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THE  
**PROSURE GROUP**  
INC.

June 8, 2012

**Palm Beach County**  
846 Palm Beach International Airport  
Palm Beach, FL 333406

**Contractor:** The Marc J. Parent Company, Inc. d/b/a PB Builders  
**Project:** Terminal Flooring Improvements – Phase 2  
**Bond #:** 479246P  
**Amount:** \$1,021,605.00

To Whom It May Concern:

We have executed the captioned bond(s) on behalf of **The Marc J. Parent Company, Inc. d/b/a PB Builders** in favor of the **Palm Beach County, Florida**. Please note that we have not dated the bond(s) or the Power of Attorney. The copy of the contract we received was not dated and as the bond(s) guarantee(s) the contract, they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance and/or Payment bond(s), as well as the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date.

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Sincerely,  
Developers Surety and Indemnity Company

A handwritten signature in black ink, appearing to read 'D. B. Shick', with a horizontal line extending to the right.

David B. Shick  
President  
Attorney-In-Fact for Surety

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 479246P

BOND AMOUNT: \$1,021,605.00

CONTRACT AMOUNT: \$1,021,605.00

CONTRACTOR'S NAME: The Marc J. Parent Company, Inc. d/b/a PB Builders

CONTRACTOR'S ADDRESS: 3677 23rd Avenue South  
Suite A-109  
Lake Worth, FL 33461

CONTRACTOR'S PHONE: 561-641-9565

SURETY COMPANY: Developers Surety and Indemnity Company

SURETY'S ADDRESS: 100 2nd Avenue South  
Suite 704 South Tower  
St. Petersburg, FL 33701

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: 561-471-7412

DESCRIPTION OF WORK: Project consists of new flooring installation for PBI Terminal, Concourse B and Concourse C. Scope of work includes demolition and recycling of existing carpet, floor preparation, and installation of approximately 10,378 square feet (sf) of tile (8,578 sf in the Terminal at security checkpoint to Concourse C and 1,800 sf in Concourse C) and 100,237 sf of carpet.

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 twenty one thousand six hundred five and

no/100 Dollars (\$1,021,605.00)

(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 2**

Project No.: **PB 12-7**

Project Description: Project consists of new flooring installation for PBI Terminal, Concourse B and Concourse C. Scope of work includes demolition and recycling of existing carpet, floor preparation, and installation of approximately 10,378 square feet (sf) of tile (8,578 sf in the Terminal at security checkpoint to Concourse C and 1,800 sf in Concourse C) and 100,237 sf of carpet.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: **SCHENKEL SHULTZ ARCHITECTURE**

LOCATION OF FIRM: **2056 Vista Pkwy, Suite 225, West Palm Beach, Florida 33411**

PHONE: **561-697-3451**

FAX: **561-697-5210**

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 \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys'

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Federal Front End 2011 Update v 122811  
Terminal Flooring Improvements – Phase 2  
Palm Beach International Airport

Contract Documents  
April 2012

fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

*Patricia A. Phillip*  
Witness

*H.A.*  
Witness  
H.A. DuPuis, Witness as to  
Surety

The Marc J. Parent Company, Inc.  
d/b/a PB Builders  
Principal (Seal)

By: *[Signature]*  
Title VICE PRESIDENT

Developers Surety and Indemnity Company  
Surety (Seal)

*[Signature]*  
Title David B. Shick, Attorney in fact  
and FL Resident Insurance Agent

POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:  
\*\*\*David B. Shick\*\*\*

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

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this October 4th, 2011.

By: Daniel Young  
Daniel Young, Senior Vice-President

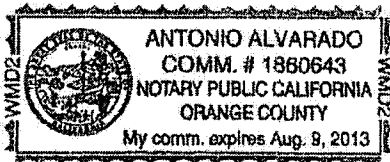
By: Steve A. Tvedt  
Steve A. Tvedt, Vice-President



State of California  
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado  
Antonio Alvarado, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this \_\_\_\_\_ day of \_\_\_\_\_

By: Gregg N. Okura  
Gregg Okura, Assistant Secretary

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CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 12-7

DATE: 6/8/2012

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

1. That he/she is the Secretary of THE MORGAN J. PARENT COMPANY INC.  
IDA PB BUILDERS 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 8<sup>th</sup> day of JUNE, 2012 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:


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

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

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

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

**IN WITNESS WHEREOF**, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 8<sup>th</sup> day of JUNE, 2012

  
\_\_\_\_\_  
(Signature)

RON PARENT  
\_\_\_\_\_  
(Print Signatory's Name)  
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 8<sup>th</sup> day of June, 2012 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

*Patricia Ann Phillipy*  
Notary Signature

Patricia Ann Phillipy  
Print Notary Name  
**NOTARY PUBLIC**  
State of Florida at Large

My Commission Expires: 2-10-2016



FORM OF GUARANTEE

GUARANTEE FOR \_\_\_\_\_

We, the undersigned, hereby guarantee that the Terminal Flooring Improvements – Phase 2 Project 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  
The Marc J. Parent Company, Inc.  
d/b/a PB Builders

COUNTERSIGNED RESIDENT  
AGENT IN FLORIDA:

By: [Signature]  
(Signature)

The ProSure Group, Inc.  
(Seal) Agent

SURETY  
Developers Surety and Indemnity Company

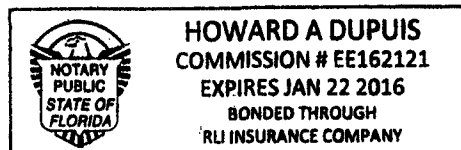
By: [Signature]  
David B. Shick, Licensed Agent  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

By: [Signature]  
David B. Shick, Attorney in fact

The foregoing instrument was acknowledged before me this 8th day of June, 2012 by David B. Shick who is personally known to me or who has produced N/A as identification and who did (did not) take an oath.

[Signature]  
Notary Public, State of Florida

My Commission Expires: 1/22/16  
Commission Number: EE162121



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## 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.

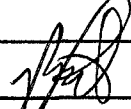
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused 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 (RFP) 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> <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>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p>For Material Change Only:          year _____ quarter _____          date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee          Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:          \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity          (if individual, last name, first name, MI)</p> <p><b>NO LOBBYING ACTIVITIES</b></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>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: <u>RON PAREDES</u></p> <p>Title: <u>VICE PRESIDENT</u></p> <p>Telephone No: <u>(561) 641-9565</u> Date: <u>6/8/2012</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

OP ID: JR

DATE (MM/DD/YYYY)

06/12/12

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

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

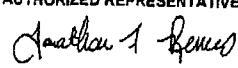
<b>PRODUCER</b> W.F. Roemer Insurance Agency 4752 W. Commercial Blvd Fort Lauderdale, FL 33319 Jonathan F. Remes	954-731-5566 954-731-8438	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>MARCJ-1</b>	FAX (A/C, No):																				
	<b>INSURED</b> The Marc J Parent Co Inc. PB Builders Inc 3677 23rd Avenue South #A-109 Lake Worth, FL 33461		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>James River Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Starr Indemnity &amp; Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C :</td> <td>Travelers</td> <td>25658</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	James River Insurance Co		INSURER B :	Starr Indemnity & Liability Co	38318	INSURER C :	Travelers	25658	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																							
INSURER E :																							
INSURER F :																							

**COVERAGES**      **CERTIFICATE NUMBER:**      **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
B	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	SIPGGL0028800	12/05/11	12/05/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
C	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA373M2235	12/05/11	12/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ N/A	X	X	000510160	12/05/11	12/05/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Palm Beach County Board of County Commissioners, a political subdivision of the State of FL, it Officers, Employees and Agents included as Additional Insureds on primary/non-contributory basis as required by written contract. Waiver of Subrogation applies. 30 day notice of cancellation applies (10 day non-payment of premium). Project: PB 12-7: Terminal Flooring- Phase 2

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Department of Airports 846 Palm Beach Int'l Airport West Palm Beach, FL 33406	<b>CANCELLATION</b>  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 
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POLICY NUMBER:  
SIPG-GL00288-00

COMMERCIAL  
GENERAL LIABILITY  
CG DS 01 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL GENERAL LIABILITY DECLARATIONS

<b>COMPANY</b> Starr Indemnity and Liability Company 399 Park Avenue New York, NY 10022	<b>PRODUCER</b> PGI Commercial 2640 Golden Gate Parkway, Suite 115 Naples, FL 34105
NAMED INSURED: <u>The Marc J Parent Company, Inc.</u>	
MAILING ADDRESS: <u>7044 Thompson Road</u> <u>Boynton Beach, FL 33426</u>	
POLICY PERIOD: FROM <u>12/5/2011</u> TO <u>12/5/2012</u> AT 12:01 A.M. TIME AT	
YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>50,000</u> Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>5,000</u> Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u> Any one person or organization
GENERAL AGGREGATE LIMIT	\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>2,000,000</u>

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: Contractor Liability
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>Renovation Contractor</u>

# Schedule of Forms

Named Insured The Marc J Parent Company, Inc. \*

Policy No: SIPG-GL00288-00

Starr Indemnity & Liability Company

Form Name	Form Edition No
Important Notice To Policyholder	SIPN-026 (0211)
Common Policy Declarations	IL DS 00 09 08
Signature Page	SIIL-0000 0510
Form Schedule	SIIL DS 02 0510
Common Policy Conditions	IL00171198
Calculation of Premium	IL00030908
Nuclear Energy Liability Exclusion Endorsement	IL00210702
OFAC Notice	SIPN-002 (0510)
Notification of Claim	SIPN-024 (0211)
Commercial General Liability Declarations	CG DS 01 10 01
Commercial General Liability Coverage Form	CG00011207
Employee and Benefits Liability Coverage	CG04351207
Deductible Liability Insurance	CG03000196
Amendment of Insured Contract Definition	CG24260704
Waiver of Transfer of Rights of Recovery Against Others - Blanket as Required by written contract	CG24041093
→ Designated Construction Projects Aggregate Limit	CG25030397
Additional Insured Owners, Lesees or Contractors Scheduled Person or Organization - Blanket as required by Written Contract on a Primary & Non-Contributory Basis	CG20100704
Additional Insured - Owners, Lesees, or Contractors - Completed Operations	CG20370704
Additional Insured - Lessor of Leased Equipment	CG20340704
Total Pollution Exclusion with a hostile fire exception	CG21550999
Fungi or Bacteria Exclusion	CG21671204
Designated Work Exclusion	CG21340187
Designated Work Exclusion	CG21340187
Silica or Silica Related Dust Exclusion	CG21960305
Employment Related Practices Exclusion	CG21471207
Exclusion - Contractors Professional Liability	CG22790798
Exclusion - Exterior Insulation and Finish Systems	CG21861204
Exclusion - Asbestos Liability	SICG-0001 0510
Exclusion - Designated Operations Coverage by A Consolidated (Wrap-Up) Insurance Program	CG21540196
Exclusion - Testing or Consulting E & O	CG22330798
TRIA General Liability Rejection	CG21750608

SIIL DS 02 0510

**COMMERCIAL  
GENERAL LIABILITY**

POLICY NUMBER  
SIPG - GL00288-00

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

CG 25 03 03 97

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Designated Construction Projects: All operations of the named insured.

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

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical

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expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III ) not otherwise modified by this endorsement shall continue to apply as stipulated.

CG 25 03 03 97

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# COMMERCIAL EXCESS LIABILITY POLICY DECLARATIONS

JAMES RIVER INSURANCE COMPANY  
6641 WEST BROAD STREET, SUITE 300  
RICHMOND, VA 23230

POLICY NUMBER:  
00051016-0

ITEM 1. NAMED INSURED AND MAILING ADDRESS:      PRODUCER: 20424  
The Marc J Parent Company      Appalachian Underwriters, Inc  
dba PB Builders Inc      800 Oak Ridge Turnpike, Suite A-1000  
7044 Thompson Road      Oak Ridge, TN 37830  
Boynton Beach, FL 33426

ITEM 2. POLICY PERIOD:      From 12/05/2011      To 12/05/2012  
12:01 A.M. Standard Time at your mailing address

ITEM 3. BUSINESS DESCRIPTION: Corporation  
Remodeling Contractor

ITEM 4. LIMITS OF INSURANCE:

A. Each Occurrence ..... \$ 5,000,000  
B. Annual Aggregate ..... \$ 5,000,000

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:  
See attached Schedule B – Schedule of Underlying Insurance

ITEM 6. PREMIUM COMPUTATION  
Advance Minimum and Deposit ..... \$ 12,744.00

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION:  
See attached Schedule A – Schedule of Forms

ITEM 8. RETROACTIVE DATE:      N/A

ITEM 9. COMPANY FEE      \$0  
ITEM 10. TOTAL AMOUNT DUE AT INCEPTION      \$12,744.00

**This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus line carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.**

# COMMERCIAL EXCESS LIABILITY POLICY

## PROVISIONS

Various provisions in this policy restrict coverage. Read the entire policy and any underlying insurance(s) carefully to determine rights, duties and what is covered and not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as an Insured under the "underlying insurance". The words "we" and "us" refer to the COMPANY shown in the DECLARATIONS. Other words and phrases that appear in quotation marks or bold print have special meanings. Refer to the Definitions – Section V.

## SECTION I – EXCESS LIABILITY INSURANCE

### INSURING AGREEMENT:

We will pay those sums in excess of the scheduled "underlying insurance(s)" that you become legally obligated to pay as damages because of injury or property damage to which this insurance applies, provided that the damages would be covered by the scheduled "underlying insurance(s)", or would apply but for the exhaustion of the applicable Limits of Insurance.



This policy shall follow the terms, definitions, conditions and exclusions of the scheduled "underlying insurance(s)", subject to the policy period, policy limits, premiums and all other terms, definitions, conditions and exclusions of this policy. If any provisions of the scheduled "underlying insurance(s)" conflict with any provisions of this policy, the provisions of this policy will apply.

This policy will not in any event provide broader coverage than those provided by the scheduled "underlying insurance(s)".

The amount we will pay for damages shall not exceed the Limits of Insurance stated in **Item 4** of the Declarations.

## SECTION II – LIMITS OF INSURANCE

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the Company's liability is limited as follows:

1. The Limits of Insurance under this policy apply only when the total applicable limits of the scheduled "underlying insurance(s)" have been exhausted by the payment of claims for damages.
2. The Limit of Insurance shown in **Item 4** of the Declarations as Each Occurrence is the most we will pay for damages because of bodily injury, property damage, personal and advertising injury arising out of any one occurrence or offense.
3. The Limit of Insurance shown in **Item 4** of the Declarations as the Annual Aggregate is the most we will pay for all damages.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2012 08:21 AM

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

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

<b>PRODUCER</b> Highpoint Risk Services LLC 5510 LBJ Freeway, Suite 1200 Dallas, TX 75240	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, NO, EXT):</b> (800) 728-0623	<b>FAX (A/C, NO):</b> (972) 404-0380
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Companion Property and Casualty Insurance Company		12157
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**INSURED:** AMS l/c/f:  
 THE MARC J. PARENT COMPANY INC., dba PB BUILDERS  
 3677 23rd AVENUE SOUTH #A109  
 LAKE WORTH, FL 33461  
 Phone: (561) 641-9565 Fax: (561) 641-9875

**COVERAGES** **CERTIFICATE NUMBER:** AC12-6200500-1117654 **REVISION NUMBER:** \_\_\_\_\_  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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 DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISION below	N/A		DPE26272740260	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attached ACORD101, Additional Remarks Schedule, if more space is required)  
 1. This certificate remains in effect, provided the client's account is in good standing with AMS. Coverage is not provided for any employee for which the client is not reporting wages to AMS. Applies to 100% of the employees of AMS leased to THE MARC J. PARENT COMPANY INC, dba PB BUILDERS, effective 04/01/2012. 2. Workers Compensation Coverage is for the state of Florida only. 3. This insurance carrier has an AM Best rating of A- or better. 4. Insured is afforded Workers Compensation & Employers liability as a co-employer under the policy for employees leased from AMS.

<b>CERTIFICATE HOLDER</b> PALM BEACH COUNTY C/O DEPARTMENT OF AIRPORTS 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406	<b>CANCELLATION</b> 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
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**CERTIFICATE OF LIABILITY INSURANCE  
EMPLOYEE ROSTER**

Certificate Number: AC12-6200500-1117654

Attached roster includes employees paid through 05/27/2012. To verify employee's who may have been added since 05/27/2012, please call 1-800-728-0623.

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

**Employee List:**

DUGMORE, KENNETH T.  
MANUEL, CHARLES LEONARD  
PARENT, CARL J.  
PARENT, MARC J.  
PARENT, RONALD  
WILCOX, LONZY JR  
6/6/2012



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2012

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

AGENCY W.F. Roemer Insurance Agency 4752 W. Commercial Blvd Fort Lauderdale, FL 33319 Jonathan F. Remes	PHONE (A/C, No., Ext): 954-731-5566	COMPANY American Zurich Ins. Co. 1400 American Lane Schaumburg, IL 60196
FAX (A/C, No): 954-731-8438	E-MAIL ADDRESS: wdowd@roemer-ins.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: MARCJ-1		
INSURED  The Marc J Parent Co Inc. dba PB Builders Inc. 3677 23rd Avenue South #A-109 Lake Worth, FL 33461	LOAN NUMBER	POLICY NUMBER BR71167706
	EFFECTIVE DATE 06/14/12	EXPIRATION DATE 12/14/12
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

### PROPERTY INFORMATION

LOCATION/DESCRIPTION 1000 Turnage Blvd West Palm Beach, FL 33406	Flooring Installation
--	-----------------------

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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders' Risk Coverage Form Renovation and Improvements All Covered Property at All Locations	1,021,605 1,021,605	1,500

### REMARKS (Including Special Conditions)

Project: PB 12-7: Terminal Flooring - Phase 2

### 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.

### ADDITIONAL INTEREST

NAME AND ADDRESS  Palm Beach County Department of Airports 846 Palm Beach Int'l Airport West Palm Beach, FL 33406	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE		<i>Jonathan F. Remes</i>	

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

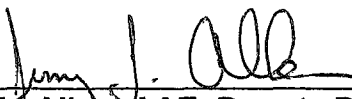
COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS



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

**Terminal Flooring Improvements – Phase 2  
Palm Beach International Airport  
Palm Beach County Project No. PB 12-7  
Department of Airports**

**TOTAL AMOUNT, BASE BID: \$1,019,970.00  
TOTAL ADDITIVE BID: 1,635.00  
TOTAL (BASE BID + ADDITIVE BID): \$1,021,605.00**

  
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'

(Posted)  
RECEIVED

2012 MAY 25 PM 3:18

DEPT. OF AIRPORTS  
BLDG. 846. PBIA

DEPT. OF AIRPORTS  
BLDG. 846. PBIA

2012 JUN -4 PM 3:25

(Received)  
RECEIVED

**SCHENKELSHULTZ**  
□ □ □ ARCHITECTURE □ □ □

May 25, 2012

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

Subject: Bid Recommendation  
Terminal Flooring Improvements – Phase 2  
Palm Beach International Airport  
Project No. PB 12-7

Dear Mr. Sypek:

As requested, SCHENKELSHULTZ has completed a technical review of the four (4) bids received on the referenced project at the Bid Opening of May 22, 2012. The bid proposals were submitted by Acousti Engineering of Florida, David Brooks Enterprises, PB Builders, and Professional Flooring Contractors. Attached are the bid tabulation sheet and a summary of our bid review comments.

Acousti Engineering and Professional Flooring Contractors did not submit complete bid packages as noted on the attached Bid Review comments and are considered non-responsive and eliminated from consideration. Of the remaining two (2) bid packages submitted, PB Builders was the lowest bid.

Based on our review of the bids, we recommend that PB Builders be awarded the project as the lowest responsible and responsive bidder and as technically qualified to perform the scope of work as defined in the bid documents, subject to PBC DOA Legal and S/DBE Office reviews.

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

Sincerely,

**SCHENKELSHULTZ, Inc.**



Craig W. Hanson, AIA, LEED AP  
Principal

Attachments

BID TABULATION  
 TERMINAL FLOORING IMPROVEMENTS - PHASE 2  
 PALM BEACH INTERNATIONAL AIRPORT  
 Bid Number: PB 12-7  
 Bid Opening Date: 5/22/2012

RICONDO  
 & ASSOCIATES  
 SCHENKELSHULTZ  
 ARCHITECTURE

		A/E Estimate	Professional Flooring Contractors *	Acousti Engineering Company of Florida *	PB Builders	David Brooks Enterprises, Inc.
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)
1	Tile Installation - Contractor to provide lump sum price for all work required to install Owner Furnished Tile. Costs shall include complete scope as identified in the drawings and specifications required for tile installation including General Conditions, Mobilization, Temporary Facilities, Passenger Traffic Control, Demolition, Subfloor Preparation, Tile Accessories, Tile installation, Clean-up and Project Close-out. Tile material will be provided by the owner. All other materials and products required for complete tile installation as specified (crackspan membrane, leveling compound, tile accessories, grout, mortar) to be provided by contractor.	\$123,848.00	\$113,035.00	\$79,923.00	\$147,000.00	\$855,975.98
2	Contractor to provide lump sum price for purchase and installation for all accent tile work required for full completion of the scope as identified in the drawings and specifications for the area at the end of Concourse C as identified on the plans.	\$7,868.00	\$4,950.00	\$3,275.00	\$7,970.00	\$122,669.00
3	Carpet Installation - Contractor to provide lump sum price for all work required for full completion of carpet installation scope as identified in the drawings and specifications for the Terminal, and Concourses B and C, including but not limited to: General Conditions, Mobilization, Temporary Facilities, Passenger Traffic Control, Phasing, Demolition, Subfloor Preparation, All materials, Installation, Recycling of Existing Carpet, Clean-up and Project Close-out.	\$977,421.00	\$619,740.00	\$680,237.00	\$805,000.00	\$6,693.00
4	Provide a \$30,000 allowance for TSA checkpoint "C" equipment relocation during tile installation	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
5	Provide a \$30,000 allowance for relocation of podiums, systems furniture and any misc. electrical data work due to relocation of FF&E in both concourses and the terminal area	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	UNIT PRICE_ LEVELING MATERIAL Additional leveling material if required. If more than 1/4" levelling material (per base bid requirements) is required due to unforeseen existing conditions, provide a labor and materials installed price per square foot based on an additional 1/4" thickness of material.	\$2.11 SF	\$1.10 SF	\$1.70 SF	\$1.50 SF	\$1.35 SF
	UNIT PRICE_ CARPET TILE Additional material if required.	\$4.24 SF	\$4.25 SF	\$3.42 SF	\$37.30 SF	\$36.69 SF
	UNIT PRICE_ CARPET TILE INSTALLATION if additional work is required.	\$1.17 SF	\$0.56 SF	\$0.51 SF	\$9.90 SF	\$9.74 SF
<b>TOTAL BID ITEM 1 (Base Bid)</b>		<b>\$1,169,137.00</b>	<b>\$797,725.00</b>	<b>\$823,435.00</b>	<b>\$1,019,970.00</b>	<b>\$1,045,337.98</b>
A1	SIGNAGE - STANCHIONS - Provide signage for stanchions as indicated on sheet I-0.1	\$1,125.00		\$2,835.00	\$945.00	\$1,014.60
A2	SIGNAGE - SANDWICH BOARDS - Provide signage for sandwich boards as indicated on sheet I-0.1	\$1,125.00		\$750.00	\$690.00	\$1,034.00
<b>TOTAL ADDITIVE BID</b>		<b>\$ 2,250.00</b>	<b>\$ -</b>	<b>\$3,585.00</b>	<b>\$1,635.00</b>	<b>\$2,048.60</b>



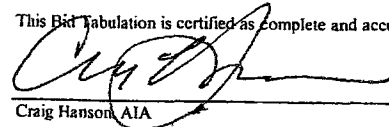
BID TABULATION  
 TERMINAL FLOORING IMPROVEMENTS - PHASE 2  
 PALM BEACH INTERNATIONAL AIRPORT  
 Bid Number: PB 12-7  
 Bid Opening Date: 5/22/2012

**RICONDO**  
 & ASSOCIATES  
**SCHENKELSHULTZ**  
 ARCHITECTURE

		A/E Estimate	Professional Flooring Contractors *	Acousti Engineering Company of Florida *	PB Builders	David Brooks Enterprises, Inc.
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 BID ITEM 1 (Base Bid) plus ALTERNATE BID ITEMS A1 and A2 (Additive Alternates)		\$ 1,171,387.00	\$797,725.00	\$827,020.00	\$1,021,605.00	\$1,047,386.58

Notes:  
 \* The bid submitted was incomplete.

This Bid Tabulation is certified as complete and accurate.



Craig Hanson, AIA

5/25/2012  
 Date

**MEMORANDUM**

**DATE:** May 25, 2012

**TO:** Mr. Gary Sypek  
Director of Planning  
Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

**FROM:** Craig Hanson, AIA

**RE:** Bid Review Comments  
Terminal Flooring Improvements – Phase 2  
Palm Beach International Airport  
Project No. PB 12-7

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

Professional Flooring Contractors

- Incomplete Submittal
  - Current bid forms were not used
  - No bid bond was submitted
  - Only provided the bid price form along with a breakdown of pricing on their letterhead as back up

Acousti Engineering of Florida

- The submittal is missing the DBE subcontractor's information. This will ultimately be decided after DOA's review of the DBE criteria.
- Most current bid price form was not used
- Final totals were not included on the bid price form
- None of the addendum acknowledgement receipts were submitted
- Attachment No. 3 – Designation of sub-contractors was not filled out completely with the name and address for the sub-contractor that would be providing the DBE portion of the project scope of demo, trash, recycling, removal and cleaning
- Schedule 1 – DBE Firms – no specific company was listed
- Schedules 2 and 3 were incomplete
- Trench safety affidavit was not filled out
- Bidder Qualification Questionnaire was incomplete – the information submitted was not on the updated form issued in addendum No. 3

**Bid Review Comments (cont.)**

May 25, 2012

Terminal Flooring Improvements – Phase 2

Palm Beach International Airport

Project No. PB 12-7

Page 2 of 2

PB Builders

- Submitted bid price form did not provide a total amount for the base bid
- Amount provided for the total additive bid was actually the additive bid plus the base bid
- The price that was provided for the unit price for both the carpet tile and installation seems to be a price per square yard, instead of square foot
- References provided by Brian's Carpet highlighted two projects out of the four listed that did not have any carpet installed on them. We asked for additional references and they provided us with three additional projects whose contacts then checked out.

David Brooks Enterprises Inc.

- The number provided for line item one on the bid price form was extremely high compared to the estimate received by Kraus-Manning along with the other bidders.
- The number provided for line item three was drastically lower than the estimate received; it's possible that these two numbers were transposed on the bid price form.
- References provided by Brian's Carpet highlighted two projects out of the four listed that did not have any carpet installed on them. We asked for additional references and they provided us with three additional projects whose contacts then checked out.

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

Sincerely,

**SCHENKELSHULTZ, Inc.**



Craig W. Hanson, AIA, LEED AP  
Principal

Bid Form Attachments	Contractors			
	Professional Flooring Contractors	Acousti Engineering Company of Florida *	PB Builders	David Brooks Enterprises, Inc.
<b>BID FORM ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM (ADDENDUM NO. 1,2,3 &amp; 4)</b>	x	√	√	√
Addendum No. 1 attached and signed	x	x	√	√
Addendum No. 2 attached and signed	x	x	√	√
Addendum No. 3 attached and signed	x	x	√	√
Addendum No. 4 attached and signed	x	x	√	√
<b>BID PRICE FORM (Attachment No. 1 To The Bid Form)</b>	√*	x	√	√
<b>MILESTONE AND DAMAGES DATA (Attachment No. 2 To The Bid Form)</b>	x	√	√	√
<b>DESIGNATION OF SUBCONTRACTORS (Attachment No. 3 To The Bid Form)</b>	x	√*	√	√
<b>PRIME CONTRACTOR WORK (Attachment No. 4 To The Bid Form)</b>	x	√	√	√
<b>BID BOND (Attachment No. 5 To The Bid Form)</b>	x	√	√	√
<b>PARTNERSHIP CERTIFICATE (Attachment No. 6 To The Bid Form)</b>	x	√	√	√
<b>STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (Attachment No. 7 To The Bid Form)</b>	x	√	√	√
<b>SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 To The Bid Form)</b>	x	√*	√	√
<b>SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (Attachment No. 9 To The Bid Form)</b>	x	√*	√	√
<b>SCHEDULE 3 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL</b>	x	√*	√	√
<b>SCHEDULE 6 BIDDER AND SUBCONTRACTOR INFORMATION (Attachment No. 11 To The Bid Form)</b>	x	√	√	√
<b>NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES (Attachment No. 12 To The Bid Form)</b>	x	√	√	√
<b>TRENCH SAFETY AFFIDAVIT (Attachment No. 13 To The Bid Form)</b>	x	√*	√	√
<b>BUY AMERICAN CERTIFICATE (JAN 1991) (Attachment No. 14 To The Bid Form)</b>	x	√	√	√
<b>CERTIFICATION REGARDING FOREIGN PARTICIPATION (Attachment No. 15 To The Bid Form)</b>	x	√	√	√
<b>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (Attachment No. 16 To The Bid Form)</b>	x	√	√	√
<b>FORM OF NONCOLLUSION AFFIDAVIT (Attachment No. 17 To Bid Form)</b>	x	√	√	√
<b>BIDDER QUALIFICATION QUESTIONNAIRE (Attachment No. 18 To Bid Form)</b>	x	√*	√*	√*
<b>E-VERIFICATION CERTIFICATION (Attachment No. 19 To Bid Form)</b>	x	√	√	√
<b>SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION (Attachment No 20. to Bid Form)</b>	x	√	√	√

√ - Indicates that form has been submitted as required

√\* - Indicates that form is either not correct, incomplete, not dated, not signed, and/or bid number is not included

x - Indicates information is not provided

**INTEROFFICE MEMORANDUM  
DEPARTMENT OF AIRPORTS**

**TO:** Jerry Allen, Director, Planning and Community Affairs

**FROM:** Laura Beebe, Deputy Director, Airport Business Affairs



**DATE:** May 23, 2012

**RE:** Terminal Flooring Improvements, Phase 2, Palm Beach International Airport  
Project No. PB 12-7  
Disadvantaged Business Enterprise (DBE) Bid Review

I have reviewed the bids submitted on May 22, 2012, in response to the Invitation for Bids issued for Terminal Flooring Improvements, Phase 2, Palm Beach International Airport, Project No. PB 12-7 ("IFB") and have determined that the bids submitted by Professional Flooring Contractors and Acousti Engineering Company, Inc. of Florida are non-responsive to the DBE requirements set forth in the IFB. The bid submitted by Professional Flooring Contractors did not include any of the required DBE Schedules. Although Acousti Engineering Company of Florida indicated that it intended to commit to 12% DBE participation, the company failed to identify any DBE firms as actually participating in the project as required by the IFB.

The two remaining bids submitted by The Marc J. Parent Company, Inc., d/b/a PB Builders and David Brooks Enterprises, Inc., are responsive to the DBE requirements as detailed below.

<b>The Marc J. Parent Company, Inc., d/b/a PB Builders</b>	
Base Bid	\$1,019,970.00
<b>DBE Participation</b>	
Brian's Carpet and Commercial Flooring, Inc.	\$800,377.00
<b>Total DBE Participation</b>	\$800,377.00 or 78.47%
<b>David Brooks Enterprises, Inc.</b>	
Base Bid	\$1,045,337.98
<b>DBE Participation</b>	
Brian's Carpet and Commercial Flooring, Inc.	\$800,377.00
<b>Total DBE Participation</b>	\$800,377.00 or 76.57% <sup>1</sup>

If you have any questions, please let me know.

<sup>1</sup>Schedule 3, Demonstration of Good Faith Efforts, submitted by David Brooks Enterprises, Inc., indicated 88% DBE participation, which was not supported by the amounts listed on Schedule 1, List of Proposed DBE Firms, or Schedule 2, Letter of Intent to Perform as a DBE Subcontractor. In accordance with Section 11.4, Instructions to Bidders, the mathematical error was corrected by the Department.

12-

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


Page 1 of 1 pages

Fund 4111 Airport Improvement and Development Fund

Advantage Document Numbers:  
 BGEX 0606120/1585  
 BGRV 060612/545

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 06/05/12	REMAINING BALANCE
<b>Revenues</b>								
121-A212-8224	Transfer from Airport Passenger Fac Fund	0	250,000	1,082,901		1,332,901		
	<b>Total Receipts and Balances</b>	<u>166,132,349</u>	<u>169,428,919</u>	<u>1,082,901</u>	<u>0</u>	<u>170,511,820</u>		
<b>Expenditures</b>								
121-A212-6211	Building Improvements	2,380,366	6,652,753	1,082,901	0	7,735,654	6,494,949	1,240,705
	<b>Total Appropriations &amp; Expenditures</b>	<u>166,132,349</u>	<u>169,428,919</u>	<u>1,082,901</u>	<u>0</u>	<u>170,511,820</u>		

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
OFMB		6/12/12	
INITIATING DEPARTMENT/DIVISION			At Meeting of July 10, 2012
Administration/Budget Department Approval			Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			

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

Fund 4112      Airport Passenger facility Charges Fund

Advantage Document Numbers:  
 BGEX 060612/1586  
 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 06/05/12	REMAINING BALANCE
<u>Expenditures</u>								
820-9000-9223	Transfer to Airport Improvement & Dev Fund	43,002,900	48,880,412	1,082,901	0	49,963,313	0	49,963,313
121-A900-9909	Reserves Improvement Program	15,207,228	6,818,177	0	1,082,901	5,735,276	0	5,735,276
<b>Total Appropriations &amp; Expenditures</b>		<u>58,210,128</u>	<u>55,698,589</u>	<u>1,082,901</u>	<u>1,082,901</u>	<u>55,698,589</u>		

	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION	<u><i>CM Sumier</i></u>	<u>6/12/12</u>	<u>July 10, 2012</u>
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted	_____	_____	