

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

Meeting Date: November 21, 2006

[X] 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 AFCO Constructors, Inc. in the amount of \$1,785,322 for the Concourse B and C Exterior Panel Repair Project at Palm Beach International Airport (PBIA); and
- (B) A Budget Amendment of \$3,266,542 in the Airports Improvement and Development Fund to establish budgeted expenditures and recognize grant revenues of \$3,266,542.

**Summary:** This project was advertised utilizing the competitive bid process. On July 18, 2006 only one bid was received from AFCO Constructors, Inc. in the amount of \$1,785,322 to repair the exterior panels of Concourse B and C at PBIA. AFCO Constructors, Inc. has been identified as a responsible/responsive bidder in the amount of \$1,785,322. The Disadvantage Business Enterprise (DBE) Goal for this project was established at 15.00%. AFCO Constructors, Inc. bid met the DBE requirements and a Race Neutral Goal of 15%. The Budget Amendment provides budget and grant funding for the AFCO contract and other terminal improvements included in the grant. The other projects include Replacement of the Terminal Skylight and Terminal Roof Repair. The Federal Aviation Administration (FAA) grant will fund \$3,266,542 of the total estimated cost of \$4,355,389 or 75% of the eligible costs. **Countywide (JCM)**

**Background and Justification:** In response to damage at Palm Beach International Airport, the Department of Airports prepared plans and executed the competitive bidding process for the Concourse B and C Exterior Panel Repair Project at PBIA. This project involves the repair and reinforcing of exterior wall surface along Concourses B and C. Six exterior wall panels shifted as a result of Hurricane Wilma in the fall of 2005. This project retrofits all of the exterior panels on Concourses B and C to meet current wind load requirements. AFCO Constructors, Inc. has provided a bid in the amount of \$1,785,322 to complete the project. The Department of Airports executed an offer of funding assistance for 75% of project cost from the Federal Aviation Administration (FAA) on August 16, 2006.

**Attachments:**

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

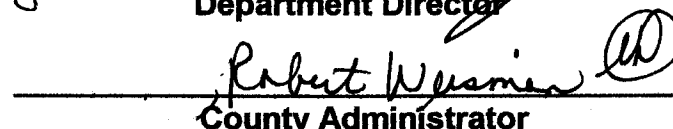
Recommended By:

  
Department Director

10/19/06

Date

Approved By:

  
County Administrator

11/8/06

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	<u>\$4,355,389</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(3,266,542)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>1,088,847</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 authorize the expenditure of \$4,355,389. Funding sources consist of: Federal Aviation Administration (FAA) Funds and local funds.

### C. Departmental Fiscal Review:

CM Simon

## III. REVIEW COMMENTS

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

### B. Legal Sufficiency:

11-2-06  
OFMB  
11/2/06  
11-2-06 PM  
11-24-06  
11/8/06  
Assistant County Attorney

11/7/06  
Contract Dev. and Control  
11/6/06

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

## 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 AFCO CONSTRUCTORS, INC. hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

That the said Contractor having been awarded the contract for:

**CONCOURSE B & C EXTERIOR PANEL REPAIRS**  
**Palm Beach International Airport**  
**PALM BEACH COUNTY PROJECT No. PB 06-4**

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 2006.
- Completed Bond, Surety and Insurance Forms, dated Oct. 6, 2006.
- Specifications, dated June 2006.
- General Provisions, dated June 2006.
- Special Provisions, dated June 2006.
- Addendum No. 1, dated June 16, 2006.
- Addendum No. 2, dated July 5, 2006.
- Addendum No. 3, dated July 13, 2006.
- Drawings, dated June 2006.
- Completed Bid and Attachments, dated July 18, 2006.

and to accept as full compensation for the satisfactory performance of this Contract the sum of One Million Seven Hundred Eighty Five Thousand Three Hundred Twenty Two and 00/100 Dollars (\$1,785,322.00) for Concourse B & C Exterior Panel Repairs at Palm Beach International Airport.

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

Time 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: \_\_\_\_\_  
Clerk & Comptroller

(SEAL)

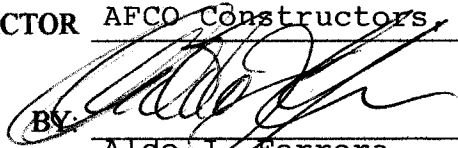
BY: \_\_\_\_\_  
~~Chairman~~

**ADDIE L. GREENE**  
**CHAIRPERSON**

ATTEST: Josephine Ferrera


CONTRACTOR AFCO Constructors, Inc.

BY: Josephine Ferrera  
Secretary

BY:   
Aldo J. Ferrera  
TITLE: President

APPROVED AS TO TERMS AND  
CONDITIONS

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY:   
Director of Airports

BY: \_\_\_\_\_  
County Attorney

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**This is the *front page* of the public construction bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: Hartford Accident & Indemnity Company  
400 International Parkway, Suite 425  
Heathrow, FL 32746  
800-824-1732

Bond Number: 21BCSDZ1318

Contractor Name: AFCO Constructors, Inc.  
1804 NW Madrid Way  
Boca Raton, FL 33432  
561-338-2160

Owner Name: Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, FL 33401  
561-471-7423

Project Number: PB 06-4

Project Description: Concourse B & C Exterior Panel Repairs

Project Address: Palm Beach International Airport, Palm Beach County, FL

Legal Description of Property: Palm Beach International Airport, Palm Beach  
County, FL

**This is the *front page* of the bond. All other pages are subsequent regardless of the  
pre-printed numbers.**

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 21BCSDZ1318

BOND AMOUNT: \$1,785,322.00

CONTRACT AMOUNT: \$1,785,322.00

CONTRACTOR'S NAME: AFCO CONSTRUCTORS, INC.

CONTRACTOR'S ADDRESS: 1804 N.W. Madrid Way  
Boca Raton, FL 33432

CONTRACTOR'S PHONE: 561-338-2160

SURETY COMPANY: HARTFORD ACCIDENT & INDEMNITY COMPANY

SURETY'S ADDRESS: 400 International Parkway, Suite 425  
Heathrow, FL 32746  
Phone: 800-824-1732

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 N. Olive Avenue  
West Palm Beach, FL 33401

OWNER'S PHONE: 561-471-7423

DESCRIPTION OF WORK: This project involves repairs and reinforcing of existing light-gage metal stud framed exterior wall panels. The plaster faced panels are infill between pre-cast column and beam enclosure on the exterior skin of the building. The work generally includes opening of the interior or exterior board wall surface to gain access to the light-gage metal stud framing. Installing reinforcing clips and fasteners to the existing light-gage metal stud system, repairs to damaged or disturbed wall insulation, and reinstallation and finishing of the existing wall surface to match in-kind. Removal and replacement of exiting joint sealants on the exterior walls, including panel joint above and below the exterior panels. In addition, exterior hollow metal door and frames indicated are to be removed and replaced, reusing existing hardware, and reconnecting building security and alarm system to the new door system.

PROJECT LOCATION: Palm Beach International Airport

LEGAL DESCRIPTION: Palm Beach International Airport, Palm Beach  
County, FL

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 Seven Hundred Eighty Five Thousand Three Hundred Twenty Two and 00/100 Dollars (\$1,785,322.00) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated October 6, 2006, entered into a contract with the County for

Project Name: **CONCOURSE B & C EXTERIOR PANEL REPAIRS**

Project No.: **PB 06-4**

Project Description: This project involves repairs and reinforcing of existing light-gage metal stud framed exterior wall panels. The plaster faced panels are infill between pre-cast column and beam enclosure on the exterior skin of the building. The work generally includes opening of the interior or exterior board wall surface to gain access to the light-gage metal stud framing. Installing reinforcing clips and fasteners to the existing light-gage metal stud system, repairs to damaged or disturbed wall insulation, and reinstallation and finishing of the existing wall surface to match in-kind. Removal and replacement of exiting joint sealants on the exterior walls, including panel joint above and below the exterior panels. In addition, exterior hollow metal door and frames indicated are to be removed and replaced, reusing existing hardware, and reconnecting building security and alarm system to the new door system.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

CH2M HILL, Inc.  
One Harvard Circle  
West Palm Beach, Florida  
(561) 515-6500  
(561) 515-6502 (FAX)

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 200\_\_ between Principal and County for the design and construction of Concourse B & C Exterior Panel Repairs, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

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

Oscar Mizlish  
Witness

AFCO CONSTRUCTORS, INC.  
Principal (Seal)

[Signature]  
Witness

[Signature]  
Title President - Aldo J. Ferrera

HARTFORD ACCIDENT & INDEMNITY COMPANY  
Surety (Seal)

[Signature]  
Title Gerald J. Arch, Attorney-in-Fact

# CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 06-4

DATE: October 6, 2006

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

1. That ~~he~~/she is the Secretary of AFCO Constructors, 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 6th day of October, 2006 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 Josephine Ferrera the Secretary 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 6th day of October, 2006.

Josephine Ferrera  
(Signature)

Josephine Ferrera  
(Print Signatory's Name)  
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 6 day of Oct, 2006 by the  
Secretary of the aforesaid corporation, who is personally known to me OR who produced  
as identification and who did take an oath.

Julie S Strohsahl  
Notary Signature

Julie S Strohsahl  
Print Notary Name  
**NOTARY PUBLIC**  
State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA  
JULIE S. STROHSAHL  
Commission #DD574435  
Expires: AUG. 29, 2010  
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires:

GUARANTEE FOR AFCO Constructors, Inc.

We hereby, the undersigned, guarantee that the **Concourse B & C Exterior Panel Repairs**, 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.

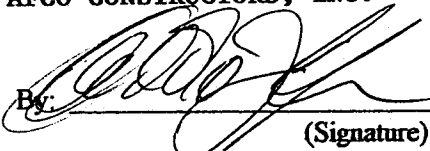
DATED \_\_\_\_\_  
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

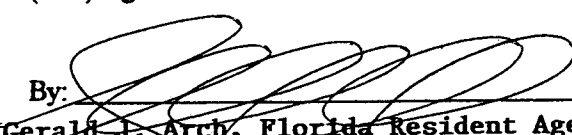
CONTRACTOR  
AFCO CONSTRUCTORS, INC.

COUNTERSIGNED RESIDENT  
AGENT IN FLORIDA:

By:   
(Signature)  
Aldo J. Ferrera - President

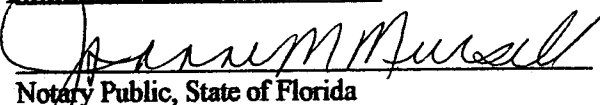
Gerald J. Arch.  
(Seal) Agent

SURETY  
HARTFORD ACCIDENT & INDEMNITY COMPANY

By:   
Gerald J. Arch, Florida Resident Agent  
STATE OF FLORIDA  
COUNTY OF PALM BEACH

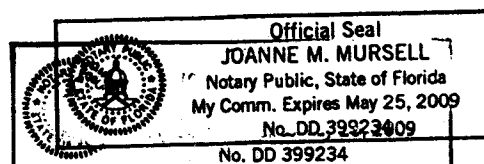
By:   
Gerald J. Arch, Attorney-In-Fact

The foregoing instrument was acknowledged before me this 29th day of September, 2006 by Gerald J. Arch 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: May 25, 2009

Commission Number: DD 399234



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 21-220140

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut  
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois  
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana  
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited :

Thomas Riley, Michael A. Holmes, Gerald J. Arch, James F. Murphy, Susan Bohm, G.W. Fitch, Michael A. Bonet, Shawn A. Burton  
of  
Fort Lauderdale, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 25<sup>th</sup> day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.



Yves Cantin

Yves Cantin, Assistant Vice President

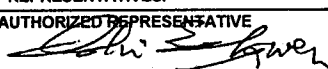
<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID SW AFCOC-2	DATE (MM/DD/YYYY) 09/29/06
PRODUCER Brown & Brown, Inc. 5900 N. Andrews Ave. #300 P.O. Box 5727 Ft. Lauderdale FL 33310-5727 Phone: 954-776-2222 Fax: 954-776-4446		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED  AFCO Constructors Inc. 1804 NW Madrid Way Boca Raton FL 33432		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Amerisure Mutual Insurance Co		23396	
		INSURER B: *Amerisure Insurance Company*		19488	
		INSURER C: Bridgefield Employers Ins. Co*		10701	
		INSURER D:			
		INSURER E:			

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	GL202970801	07/01/06	07/01/07	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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	
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	CA128723211	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
A	<input checked="" type="checkbox"/> HIRED AUTOS	CA128723211	07/01/06	07/01/07	BODILY INJURY (Per accident)	\$	
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS	CA128723211	07/01/06	07/01/07	PROPERTY DAMAGE (Per accident)	\$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
B	EXCESS/UMBRELLA LIABILITY	CU138078705	07/01/06	07/01/07	EACH OCCURRENCE	\$ 4,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input checked="" type="checkbox"/> RETENTION \$ 0					\$	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	083024666	03/01/06	03/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
					E.L. DISEASE - POLICY LIMIT	\$ 500,000	
	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder as additional insured with respect to general liability, as required by written contract. [Umbrella follows this form] Waiver of Subrogation applies to both general liability and workers compensation.

\*10 Day Notice of Cancellation for Non Payment of Premium. Project No. PB 06-4 Concourse B&C Exterior Panel Repairs, Palm Beach Int'l Airport

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Department of Airports 846 Palm Beach Int'l Airport West Palm Beach FL 33406-1470	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE 

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



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

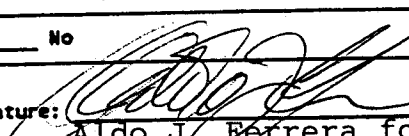
This disclosure form shall be completed by the reporting entity, whether subawardee for prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment 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  
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <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		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</b>  Congressional District, if known: _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI)  "NO LOBBYING ACTIVITIES"  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI)  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>11. Amount of Payment (check all that apply):</b> - \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<b>13. Type of Payment (check all that apply):</b> <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: _____			
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____					
<b>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:</b>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> _____ Yes _____ No					
<b>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.</b>				<b>Signature:</b>  <b>Print Name:</b> Aldo J. Ferrera for AFCO Constructors, Inc. <b>Title:</b> President <b>Telephone No:</b> 561-338-2160 <b>Date:</b> 10/6/06	
<b>FEDERAL USE ONLY</b>				<b>Authorized for Local Reproduction Standard Form LLL</b>	

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Tony Masiotti, Chairman  
Addie. L. Greene, Vice Chairperson  
Karen T. Marcus  
Jeff Koons  
Warren H. Newell  
Mary McCarty  
Burt Aaronson

COUNTY ADMINISTRATOR  
Robert Weisman

DEPARTMENT OF AIRPORTS

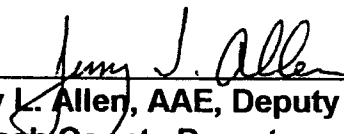
  
Palm Beach International Airport  
GATEWAY TO

*the Best of Everything!*

Based on the reviews provided by the Department of Airports Consulting Engineers and Department of Airports Minority Affairs Coordinator, it is our intent to award a contract to **AFCO CONSTRUCTORS, INC.**, for the below listed project:

**Palm Beach International Airport  
Concourse B & C Exterior Panel Repairs  
Palm Beach County Project No. PB 06-4  
Department of Airports**

**Base Bid Price: \$ 1,785,322.00**


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

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

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

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"An Equal Opportunity-Affirmative Action Employer"

(Removed)  
RECEIVED  
2006 SEP 21 PM 10:14  
DEPT. OF AIRPORTS  
BLDG. 04C, PBIA

(Posted)  
RECEIVED  
2006 SEP 14 PM 4:18  
DEPT. OF AIRPORTS  
BLDG. 04C, PBIA



**CH2MHILL**

**CH2M HILL**

One Harvard Circle

West Palm Beach, FL 33409-1923

Tel 561.515.6500

Fax 561.515.6502

September 14, 2006

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

Subject: Palm Beach County Department of Airports  
Palm Beach International Airport  
Concourse B&C Exterior Panel Repairs

Dear Gary:

We have evaluated the single bid received for the Palm Beach International Airport Concourse B&C Exterior Panel Repairs received on July 18, 2006 and have contacted the other five contractors who picked up bid sets but did not submit bids. Several bidders stated they ran out of time to prepare their bids but did not ask for a bid extension. One bidder asked that the DBE requirements be waived and another could not meet the five year minimum business experience requirement. Since these issues cannot be waived, rebidding the project would create the risk of higher bids than the single bid received. Additionally, the bidding market in Palm Beach County and South Florida remains very tight due to the amount of construction ongoing in the region.

We therefore recommend that the project be awarded to AFCO Constructors based on the Base Bid Total of \$1,785,322.00 subject to county legal and DBE review.

If you require any additional assistance in this matter, please do not hesitate to contact CH2M HILL,

Sincerely,

CH2M HILL

James R. Deane, AIA, CDT

c: Phil Partenhiemer  
Dan Tompkins

**PALM BEACH COUNTY  
DEPARTMENT OF AIRPORTS**

**TO:** Jerry Allen, Deputy Director Planning/Community Affairs

**Date:** 7/19/2006

**FROM:** Notye Brewington  
S/DBE Manager

**Project #:** PB 06-4

**Page/s:** 1 / 2

**RE:** PBIA CONCOURSE B & C EXTERIOR PANEL REPAIRS

**Consultant:** CH2MHILL

**Project #:** PB 06-4

**Funding:** FAA, Local,

**RFP/Bid Date** 7/18/2006

**DBE Goal:** 15.00%      **Race/Gender Neutral**

**Bidders:**

**A. AFCO Contractors, Inc.**

1804 N.W. Madrid Way

Boca Raton, FL 33432

Contact Person: Aldo J. Ferrera

Telephone: (561) 338 - 2160

Fax: (561) 338 - 5037

Email:

Amount:	\$1,785,322.00	+ \$0.00	+ \$0.00	+ \$0.00	= \$1,785,322.00
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**DBE Subcontractor(s):**

- |          |  |   |              |        |
|----------|--|---|--------------|--------|
| <b>1</b> | <b>Charles D. Belcher Electrical Services, Inc. (HM)</b> | Electrical                                  | \$50,000.00  | 2.80%  |
|          | 2960 Melaleuca Drive                                     |   |              |        |
|          | West Palm Beach, FL 334065161                            |   |              |        |
|          | Contact Person: Dan Belcher                              |   |              |        |
|          | Telephone: (561) 963-7773                                |   |              |        |
|          | Fax: (561) 963-1910                                      |   |              |        |
|          | Email:   |   |              |        |
| <b>2</b> | <b>Grey Construction Co. of Florida, Inc. (B)</b>        | Drywall, Plaster, Paint,<br>Joint Sealants, | \$252,000.00 | 14.12% |
|          | 2001 Palm Beach Lakes Blvd, Ste 407                      |   |              |        |
|          | West Palm Beach, FL 33407                                |   |              |        |
|          | Contact Person: Milton Grey                              |   |              |        |
|          | Telephone: (561) 253-0218                                |   |              |        |
|          | Fax: (561) 253-0228                                      |   |              |        |
|          | Email:   |   |              |        |

<b>Total:</b>	<b>\$302,000.00</b>	<b>16.92%</b>
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**PALM BEACH COUNTY  
DEPARTMENT OF AIRPORTS**

**TO:** Jerry Allen, Deputy Director Planning/Community Affairs

**Date:** 7/19/2006

**FROM:** Notye Brewington  
S/DBE Manager

**Project #:** PB 06-4

**Page/s:** 2 / 2

**RE:** PBIA CONCOURSE B & C EXTERIOR PANEL REPAIRS

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**Consultant:** CH2MHILL

**Project #:** PB 06-4

**Funding:** FAA, Local,

**RFP/Bid Date** 7/18/2006

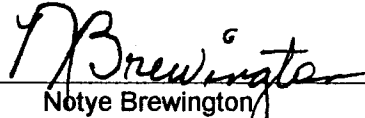
**DBE Goal:** 15.00% Race/Gender Neutral

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**Comments**

AFCO Contractors, Inc., sole bidder, met the DBE requirements of Race Neutral Goal of fifteen percent (15%).

**SIGNED**



Notye Brewington  
Minority Affairs Coordinator

07 - 0099

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

Page 1 of 1 pages

Advantage Document Numbers:  
 bgex121101606/144  
 bgrv121101606/20

Fund 4111      Airport Improvement and Development Fund

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/16/06	REMAINING BALANCE
<u>Revenues</u>								
4111-121-A212-3104	Terminal Improvements	0	0	3,266,542	0	3,266,542	0	3,266,542
	<b>Total Receipts and Balances</b>	<u>83,113,597</u>	<u>85,941,564</u>	<u>3,266,542</u>	<u>0</u>	<u>89,208,106</u>		
<u>Expenditures</u>								
4111-121-A212-6211	Terminal Improvements	1,909,454	1,909,454	3,266,542	0	5,175,996	383,384	4,792,612
	<b>Total Appropriations &amp; Expenditures</b>	<u>83,113,597</u>	<u>85,941,564</u>	<u>3,266,542</u>	<u>0</u>	<u>89,208,106</u>		

<b>OFMB</b>	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
INITIATING DEPARTMENT/DIVISION		10/17/06	At Meeting of
Administration/Budget Department Approval		11-2-06	November 21, 2007
OFMB Department - Posted			Deputy Clerk to the Board of County Commissioners

atw