



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	(\$1,244,888)	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$1,244,888)</b>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4117 Department 121 Unit A270 Object 6502  
Reporting Category \_\_\_\_\_

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

The attached Amendment will formally allow for the Direct Owner Purchase of materials thereby enabling the County to save approximately \$1,425,200 in Sales Tax. The attached Change Orders and Amendment will result in a net reduction to the project of \$1,244,888. This amount is comprised of items (B) \$106,440 and (C) \$73,872 which increases the contract and the \$1,425,200 Net Sales Tax savings. The reduction to the contract related to materials' sub-contractors as listed in Exhibit 'A' \$27,641,295 has been used to encumber funds for direct purchase contracts in the amount of \$26,216,095. The difference results in the sales tax savings to the County. \$2,463,592 of Direct Purchase value was for non-taxable Engineering Services, which did not produce a savings.

C. Departmental Fiscal Review: CM Sumner

**III. REVIEW COMMENTS**

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

John DL 5/18/07  
OFMB  
5/14/2007  
5/16/07  
5/15/07

Assistant County Attorney 5/22/07

Contract Dev. and Control 5/22/07  
6/9/07

This item complies with current County policies.

**C. Other Department Review:**

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

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

**Change Order No. 8**

Through discussion with the Contractor and the County, it was determined that an approximate 6% tax savings estimated to be \$1,425,200 could be realized by the County if the owner (County) purchased a portion of the construction materials directly from the supplier, rather than have the Contractor procure the materials. The Contract is being amended by separate document to formally define the responsibilities of both parties. Change Order No. 8 adjusts the contract to delete the owner purchased materials. It also includes payment to the contractor to administer the procurement of the materials in the amount of \$106,440 which was not part of the original contract.

For the total deductive amount of .....\$27,534,855

**Change Order No. 9**

The elevations of the existing garage foundations which support the new wind frames differs from the elevations indicated on the design drawings. The existing foundations are at a higher elevation than expected which necessitates a modification to be made to the grade level wind frame sections. Change Order No. 9 includes modification of wind frames along column line 0.1 at north and south connector bridges, per DOA Work Change Directive No. 4 dated 01/10/07 and JAC Change Proposal No. 29 dated 02/01/07.

For the total amount of..... \$21,482

In connecting the access from the new parking structure to the existing it was noted that there are several column connections on the existing garage that were starting to show fatigue and should be replaced. Change Order No. 9 includes Column repairs at existing Parking Structure No. 1, per DOA RFQ #9 dated 10/31/06, RFQ #9 Addendum No. 2 dated 01/29/07 and JAC Change Proposal No. 21 R1 dated 02/16/07.

For the total amount of.....\$52,390

**FIRST AMENDMENT TO THE CONTRACT**

**BETWEEN**

**PALM BEACH COUNTY  
and  
JAMES A. CUMMINGS, INC.**

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **JAMES A. CUMMINGS, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on May 16, 2006, the County entered into a CONTRACT (R-2006-0842) with the CONTRACTOR to provide construction services for the Long Term Parking Garage No. 2 at Palm Beach International Airport (PBIA); and

WHEREAS, the CONTRACT allows for Changes in the CONTRACT in the form of an amendment approved and executed by the Board of County Commissioners of Palm Beach County; and

WHEREAS, the County will realize a sales tax savings of approximately \$1,425,200; and

WHEREAS, both parties agree to this Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other such good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The parties hereby agree to amend the CONTRACT to include the Special Provisions as outlined in Attachment 'A',
2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to the CONTRACT to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be affixed hereto and attested by the Clerk of said Board. The CONTRACTOR has caused this FIRST AMENDMENT to be signed in its corporate name by its duly authorized officer, William R. Derrer, acting on behalf of said CONTRACTOR, and has caused the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR on the day and year first written above.

ATTEST:

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

**SHARON R. BOCK  
Clerk & Comptroller**

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

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

WITNESS:

CONTRACTOR:

Nancy Blake  
Signature  
NANCY BLAKE  
Name (type or print)

James A. Cummings, Inc.  
Company Name  
William R. Derrer  
Signature  
William R. Derrer  
Name (type or print)  
President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: Sam Zell  
Department Director

## ATTACHMENT "A"

### SP- 15 PROVISION GOVERNING STATE OF FLORIDA SALE AND USE TAX EXEMPTION FOR COUNTY-FURNISHED MATERIALS

During the course of this Project, County may issue a change order or change orders to delete from the contract certain items which the County desires to purchase directly and furnish to Contractor for use in the Project. Contractor agrees that if County desires to issue such Change Order, Contractor will assist the County in identifying appropriate materials and equipment to be included in the Change Order, will execute such Change Order and will participate in this tax savings program. Furthermore, Contractor agrees to abide by and comply with the following Special Conditions.

1. Sales and Use Taxes. The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **LONG TERM PARKING GARAGE NO 2., Project Number PB 05-3**(hereinafter the "Project"). The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as requested by the Contractor and agreed upon by the County in the form of a change order. All direct purchases of materials and equipment shall be made by the County with funds specifically allocated for the construction of the Project. The Contractor shall notify the County no later than **10 calendar days** after request by County of the requested materials and equipment to be purchased by the County for the Project. The standard Palm Beach County Terms and Conditions applicable to this program are included as Attachment A to this section. Each equipment supplier of equipment to be provided under the Sales Tax Recovery Program shall be obligated to meet the requirements of the Palm Beach County Terms and Conditions and the Technical Specifications.
  - 1.1 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the County's Construction Services Project Manager: (b) prepare a requisition for such materials and equipment on the County's form of requisition: and (c) deliver any such requisition to the County's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date").

The requisition shall identify the Order Date. Upon receipt of any such requisition the County's Construction Services Project Manager shall forward same to the County. The County shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The County shall include with any such Purchase Order, a copy of the County's sales and use tax exemption certificate. The County shall make direct payment to the vendor from the County's account.

- 1.2 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the County shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the County in writing and the County shall reject such material and equipment.
- 1.3 The County shall assume all risk of loss on all materials and equipment purchased pursuant to its sales and use tax exemption, subject to the provisions of section 1.10 below.
- 1.4 To the extent that materials and equipment are purchased pursuant to the County's sales and use tax exemption, the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by 1.06 times the cost of the materials and equipment purchased directly by the County.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the County in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the County in accordance with this Special Condition (the "County Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as County-Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of County Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such

additional information as the County may require. The Contractor shall deliver to the County's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for County Furnished Materials, the County's Construction Services Project Manager shall accept such materials and deliver such invoice to the County for payment directly to the vendor.

- 1.7 The Contractor shall inspect all County Furnished Materials to determine that such County Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such County Furnished Materials are patently defective, and whether such County Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming County Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the County's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those County Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming County Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 The Contractor shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials. The Contractor shall account monthly to the County's Construction Services Project Manager and County for any County Furnished Materials delivered to the Site, indicating which County Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all County Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the County or the Contractor to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 1.10 After the County takes possession of the County Furnished Materials at the Site, possession of the County's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of County Furnished Materials from the County to the Contractor shall constitute a bailment for the mutual benefit of the County and such Contractor. The County shall be considered the bailor and such Contractor the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.



- 1.11 The Contractor shall purchase and maintain builder's risk insurance sufficient to protect against loss of or damage to County-Furnished Materials. Such insurance shall cover the full value of any County-Furnished Materials between the time the County first takes title to and possession of any of such County-Furnished Materials until final completion of the Work.
- 1.12 The County shall not be liable for any interruption or delay damages in the Project by virtue of ordering the County Furnished Materials, for any defects or other problems with the Project by virtue of ordering the County Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the County Furnished Materials.
- 1.13 Vendors shall invoice County directly. The Contractor, on a monthly basis, shall review invoices submitted by all vendors of County Furnished Materials delivered to the Site during the prior month and either concur or object to the County's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the County Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the County's Construction Services Project Manager a list of the acceptance of the goods or materials within fifteen (15) days of receipt of said goods or materials. Accompanying the list shall be a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall assist the County to immediately obtain partial or final release of waivers as appropriate.. The County shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the County by the County's Construction Services Project Manager. There shall be no retention on County Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the County and the Contractor as additional obligees.

**PALM BEACH COUNTY**  
**TERMS AND CONDITIONS**

The following Terms and Conditions are applicable to this order entered into by and between Palm Beach County (referred to as Buyer) and Vendor (referred to as Seller).

**ACCEPTANCE**

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

**ANTI-DISCRIMINATION**

Sellers doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

**ASSIGNMENTS**

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

**DEFAULT**

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

**DELIVERIES**

Deliveries are to be made during hours 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

**EXCUSABLE DELAYS**

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

**F.O.B.**

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

**INDEMNIFICATION**

To the extent authorized by law, Seller shall indemnify, save and hold harmless Palm Beach County, its employees and agents against any and all claims, damages, liability

and court awards including costs, expenses and attorney fees incurred as a result of any breach of this contract or any negligent act or omission by the Seller, or its employees, agents, subcontractors or assignees.

#### INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the County. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

#### INVOICING

Seller must render original invoice to the Palm Beach County Finance Department, P.O. Box 4036, West Palm Beach, Florida 33402-4036.

#### LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

#### LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Palm Beach County, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

#### MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

#### OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

#### ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

#### PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

#### PUBLICITY

No endorsement by the County of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

#### QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Buyer may, without cost or penalty, unilaterally reduce the quantities set forth in this purchase order to match project requirements. Goods shipped in excess of quantity designated may be returned at Seller's expense.

#### REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

#### RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized Palm Beach County order.

#### TAX

Palm Beach County is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the County shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Seller be authorized to use the County Tax Exemption Number in securing such materials.

#### TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the County. Seller will be liable for excess cost of re-procurement.

#### TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

#### UNACCEPTABLE TERMS

No provision of this purchase order or any Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Neither this purchase order nor any Vendor's agreement shall be interpreted as requiring Palm Beach County to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

#### UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and County for any terms and conditions not specifically stated in this order.

#### VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Palm Beach County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by Palm Beach County pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the County with the greatest protection.

PERFORMANCE DURING EMERGENCY:

By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during and after an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2006

**PRODUCER**  
Aon Risk Services, Inc of Flori  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

**INSURED**  
James A. Cummings, Inc.  
3575 NW 53rd Street  
Fort Lauderdale FL 33309 USA

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**


INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Zurich Ins Co	40142
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Westchester Fire Insurance Co	21121
INSURER D:	Zurich American Ins Co	16535
INSURER E:		

**COVERAGES** SIR May Apply

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP04894700-03	07/01/06	01/01/08	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> COLLISION DED \$1,000 <input checked="" type="checkbox"/> COMPREHENSIVE DED \$1,000	BAP4894702-03	07/01/06	01/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	G22045878001	07/01/06	01/01/08	EACH OCCURRENCE	\$15,000,000
						AGGREGATE	\$15,000,000
						Retention	\$10,000
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	wc591766901	01/01/07	01/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 RE: Palm Beach International Airport Long term parking structure No. 2 contract# 05-3.  
 Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, its officers, employees and agents are listed as Additional Insured with respect to General Liability policy where required by

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Department of Airports 846 P.B.I.A. West Palm Beach FL 33406 USA	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 

Holder Identifier : 570020497548 Certificate No : 570020497548



**CHANGE ORDER**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Owner Initiate     | <input type="checkbox"/> Quantity Overruns/Underruns                                  |
| <input type="checkbox"/> Differing Site Conditions     | <input type="checkbox"/> Request By Another Agency/Outside Party                      |
| <input type="checkbox"/> Zoning/Code/Ordinance Changes | <input type="checkbox"/> A. Reimbursable <input type="checkbox"/> B. Non-Reimbursable |
| <input type="checkbox"/> Errors/Omissions/In Design    | <input type="checkbox"/> Other  |

PROJECT: **Long Term Parking Structure, II PBI**  
 TO: **James A. Cummings, Inc**  
**2101 Centerpark West Dr., Ste. 160**  
**West Palm Beach, FL 33409**

CHANGE ORDER NO: **Eight (8)**  
 COUNTY/FAA PROJECT NO: **PB 05-3**  
 CONTRACT DATE: **5/16/2006**  
 RESOLUTION NO. **R2006-0842**  
 DISTRICT # **2**

**Description of Change:** Through discussion with the Contractor and the County, it was determined that an approximate tax savings estimated to be \$1,425,200 could be realized by the County if the owner (County) purchased a portion of the construction materials directly from the supplier, rather than have the Contractor procure the materials. The Contract is being amended by separate document to formally define the responsibilities of both parties. This change order adjusts the contract to delete the owner purchased materials and the potential tax savings. It also includes payment to the contractor to administer the procurement of the materials which was not part of the original contract. Changes are as follows:

1. Owner reserves the right, with the mutual agreement of the Contractor, to purchase materials directly from subcontractors and/or suppliers for the purpose of taking advantage of Owner's Tax Exempt Status in accordance with Owner's "Sales Tax Recovery Program, Airport/Fiscal Department Procedure" and Palm Beach County Purchasing Procedure "Procedure to Follow when issuing a Sales Tax Recovery Purchase Order".

**Cont'd on page 2 attached**

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Sum was .....	<b>\$61,666,000.00</b>
Net change by previous Change Orders .....	<b>\$ 827,216.00</b>
The Contract Sum prior to this Change Order was .....	<b>\$ 62,493,216.00</b>
The Contract Sum will be ( <b>decreased</b> ) by this Change Order .....	<b>\$(-) 27,534,855.00</b>
The new Contract Sum including Change Order will be .....	<b>\$ 34,958,361.00</b>
The Contract Time will be (increased/decreased) by .....	<b>0 calendar days.</b>
The Date of Completion as of the date of this Change Order therefore is	<b>November 2, 2007.</b>

<u>WALKER PARKING CONSULTANTS</u> Engineer	<u>JAMES A. CUMMINGS, INC.</u> Contractor	<u>PBC Bd. of County Commissioners</u> Owners
<u>4902 Eisenhower Blvd., Ste. 281</u> Address	<u>2101 Centerpark West Dr., Ste. 160</u> Address	<u>P.O. Box 21229</u> Address
<u>Tampa, Florida 33634</u>	<u>West Palm Beach, FL 33409</u>	<u>West Palm Beach, FL 33416-1229</u>
By: <u><i>Sandy Bodes</i></u>	By: <u><i>[Signature]</i></u>	By: _____
Date: <u>09/30/07</u>	Date: <u>5/1/07</u>	Date: _____

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

Attest: Sharon Bock  
Clerk and Comptroller

**APPROVED AS TO TERMS AND CONDITIONS:** Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Deputy Clerk (Date)

By: *[Signature]*  
Director of Airports

By: \_\_\_\_\_  
County Attorney (Date)



**Description of Change con't:**

2. Deduct the estimated cost (Including Florida State Sales Tax) of Materials as outlined in the Attached Exhibit A. Final Costs of materials and the corresponding Sales tax shall be reconciled at the completion of the Project and a change order shall be issued should an adjustment be required.  
Total Deducted Amount..... (\$27,641,295.00)
3. The Owner, as bailor, designates DSI Inc. as bailee, to take possession of the Owner's Pre-Cast Concrete Material and hold/store them until they are returned to the Owner upon being incorporated in the Project.
4. In the event that the State of Florida, Department of Revenue, determines that the sale of materials included in this Change Order is found not to comply with the requirements for a tax exempt sale for any reason, and the Department of Revenue determines the sales tax is owed by the Contractor or Subcontractor, the Owner shall pay the Contractor the amount of sales tax owed by the Contractor or Subcontractor.
5. Contractor shall be compensated for costs to administer the owner purchased materials not originally in the Contract as per JA Cummings Change Proposal No 35R1 Dated March 1, 2007.  
Total Amount..... \$106,440.00

There is no change in contract time associated with this change order

LTP2 Garage - PB 05-3  
 PALM BEACH INTERNATIONAL AIRPORT  
 Breakdown of Owner Purchased Materials  
 Exhibit A to CO No 8

Purchase Order No	Date	Supplier	Material	Estimated Costs		
				Purchase Order Amount	Estimated Tax Savings	Total
PB-05-3-001 Amendment 1	10/17/2006	Dura-Stress, Inc		\$23,577,110.56	\$1,266,811.44	\$24,843,922.00
			<i>Engineering - See Note 1</i>	\$2,463,592.00		
			<i>Double Tee</i>	\$10,731,926.73		
			<i>Column</i>	\$1,348,343.49		
			<i>12" Ladder Wall</i>	\$753,588.03		
			<i>Inverted Tee Beam</i>	\$1,797,228.07		
			<i>Ledge Beam</i>	\$757,737.59		
			<i>8" Hollowsore</i>	\$12,415.39		
			<i>Wind Frame</i>	\$1,931,130.90		
			<i>Spandrels</i>	\$3,592,171.17		
			<i>Wall Panels</i>	\$188,977.19		
			<i>Subtotal Taxable Materials</i>	\$21,113,518.56		
PB-05-3-002	9/1/2006	Rinker Materials	Poured in Place Concrete	\$1,471,750.00	\$88,330.00	\$1,560,080.00
PB-05-3-003	9/1/2006	Sy's Supplies	Steel/Rebar	\$307,500.00	\$18,462.00	\$325,962.00
PB-05-3-004 Amendment 1	9/20/2006	Sy's Supplies	Steel/Rebar	\$307,500.00	\$18,462.00	\$325,962.00
PB-05-3-005	2/20/2007	HD Supply Electrical	Electrical	\$552,235.00	\$33,134.00	\$585,369.00
		<b>Total</b>		<b>\$26,216,095.56</b>	<b>\$1,425,199.44</b>	<b>\$27,641,295.00</b>

1. Engineering Services are Non-Taxable

**PALM BEACH INTERNATIONAL AIRPORT  
LONG TERM PARKING GARAGE NO 2  
CHANGE ORDER HISTORY  
PB NO PB 05-3**

DATE:	NTP	ORIGINAL	7/10/2006	CURRENT	480 Thru CO #8
CONTRACT TIME =	480				11/2/2007
CONTRACT COMPLETION DATE	11/2/2007				\$34,958,361.00
CONTRACT AMOUNT =	\$61,666,000.00				\$3,700.00
LIQUIDATED DAMAGES PER DAY	\$3,700.00				

CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS
1	7/15/2006	Dewatering	0	\$0	\$15,750.00	\$15,750.00	\$15,750.00		\$15,750.00		0.03%	\$61,681,750.00	Approved by Lead Dept on 8/29/06
2	10/24/2006	Duct Bank and High Mast	0	\$0	\$263,493.00	\$263,493.00			\$15,750.00	\$263,493.00	0.43%	\$61,945,243.00	Approved by BCC on 11/21/06. (R2006-2419)
3	11/15/2006	Overexcavation	0	\$0	\$42,264.00	\$42,264.00	\$42,264.00		\$58,014.00		0.07%	\$61,987,507.00	Approved by Lead Dept on 11/20/06
4		Potholing and Fuel Tanks	0	\$0	\$7,542.00	\$7,542.00	\$7,542.00		\$65,556.00		0.01%	\$61,995,049.00	Approved by Lead Dept on 1/3/07
5	Board Meeting on Feb 27, 2007.	Add'l New Cable to OS Switchgear Adjacent to Revenue Control Bldg.	0	\$0	\$412,524.00	\$412,524.00			\$65,556.00	\$412,524.00	0.67%	\$62,407,573.00	Approved by BCC on 2/27/07 (R2007-0270)
6		Overexcavation and Backfill	0	\$0	\$14,537.00	\$14,537.00	\$14,537.00		\$80,093.00		0.02%	\$62,422,110.00	Approved by Lead Dept on 3/12/07
7	CRC Meeting 3/14/07	SD4A Storm Drainage Modifications		\$0	\$71,106.00	\$71,106.00		\$71,106.00	\$151,199.00		0.12%	\$62,493,216.00	Approved by CRC on 3/14/07
8	Board Meeting 6/05/07.	Deduction for Owner purchased materials and Administration of Materials		\$0	(\$27,534,855.00)	(\$27,534,855.00)				(\$27,534,855.00)	-44.65%	\$34,958,361.00	
<b>Total</b>			0		(\$26,707,639.00)	\$0.00	\$80,093.00	\$71,106.00			-0.80%	\$34,958,361.00	

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

Approval Authority

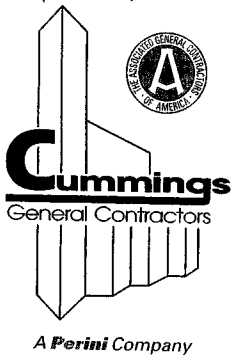
CO Value  
\$0-50,000  
\$50,001-100,000  
>\$100,001

Authority  
Lead Dept  
CRC  
BCC

Cummulative Value  
\$0-100,000  
\$100,101 - 200,000

Authority  
Lead Dept  
CRC

**Cynthia Portnoy:**  
Percentage is based on total changes to original contract. It includes the costs of the direct purchased materials as part of the contract cost since it is still part of the cost of the project



**James A. Cummings, Inc.  
General Contractors**

West Palm Beach Office  
2101 Centrepark West Drive, Suite 160  
West Palm Beach, FL 33409  
Phone: (561) 655-1982  
Fax: (561) 655-1985

March 1, 2007

CH2M Hill  
800 Fairway Drive  
Suite 350  
Deerfield, FL 33634

Attention: Ron Mattingly

RE: Palm Beach County Department of Airports  
Long Term Parking Structure No. 2  
CP # 35R1 – Owner Direct Purchase Order Contractor Administrative Fee

Dear Mr. Mattingly,

Attached herewith, please find the breakdown of costs, along with back-up, totaling \$106,440.00 representing the Owner Direct Purchase Order Contractor Administrative Fee. This proposal is for all required General Contractor Administrative Services as described in Special Condition SP-15 Attachment "A". Since the requirement to provide administration for the Owner Direct Purchase Order Systems was not part of the Original Contract Documents, no costs for this additional work was included within our Original Bid Cost.

Each employee indicated on the attached Administrative Cost Summary is responsible for the following items:

V.P. of Operations: Change order preparation and submittal, review of monthly billing requests, coordination with staff for compliance with Owner's Procedure, subcontractor negotiations.

Chief Financial Officer: Monitor and oversee financial tracking of participating subcontractors.

Project Manager: Preparation, Review, Approval, and Submission of monthly billing requests, subcontractor negotiations, coordination with Owner's staff, change order preparation.

Asst. Project Manager: Review items inventoried off site to ensure compliance with billings, review billings prior to PM review.

Project Engineer: Maintain log of pieces delivered and report to PM.


Secretary: Coordinate preparation of billings as assigned by PM, coordinate with participating subcontractors to ensure timely receipt of billings.

Project Superintendent: Review log of inventoried material when delivered, coordinate with PE, responsible to advise PM of discrepancies.

Please review and issue a Change Order to the contract in the amount of \$106,440.00 in order to authorize James A. Cummings, Inc. for proceeding with the work. We respectfully reserve our right to request additional time should it become apparent this work will delay the completion of the Project.

This Proposal will remain in effect for a period of fifteen (15) days. Acceptance subsequent to this time shall be subject to review and change.

Sincerely,  
James A. Cummings, Inc.



Stewart Coulter  
Project Manager

cc: Phil Woodard, DOA  
Cynthia Portnoy, DOA  
John Church, JAC  
Ray Whaley, JAC  
File – Cost Proposal #35

Central Florida Office: 1170 Celebration Blvd. ♦ Suite 105 ♦ Celebration, FL 34747 ♦ Phone: (321) 939-0583 ♦ Fax: (321) 939-1998  
Fort Lauderdale Office: 3575 N.W. 53rd Street ♦ Fort Lauderdale, FL 33309 ♦ Phone: (954) 733-4211 ♦ Fax: (954) 485-9688



**Change Proposal No. 35 - Owner Direct Purchase Order**  
**Administrative Cost Summary**

DESCRIPTION	QUANTITY	UNIT	%	UNIT PRICE	SUBTOTAL	PRT & I	TOTAL
V.P.OF OPERATIONS	48 WKS		7	3729 \$	12,529.44 \$	4,045.76 \$	16,575.20
CHIEF FINANCIAL OFFICER	48 WKS		3	3848 \$	5,541.12 \$	1,789.23 \$	7,330.35
PROJECT MANAGER	48 WKS		15	2983 \$	21,477.60 \$	6,935.12 \$	28,412.72
ASST. PROJECT MANAGER	48 WKS		3	2500 \$	3,600.00 \$	1,162.44 \$	4,762.44
PROJECT ENGINEER	48 WKS		10	2131 \$	10,228.80 \$	3,302.88 \$	13,531.68
PROJECT SUPERINTENDENT	48 WKS		5	2983 \$	7,159.20 \$	2,311.71 \$	9,470.91
SECRETARY	48 WKS		15	746 \$	5,371.20 \$	1,734.36 \$	7,105.56
OFFICE SUPPLIES	10 MOS		100	400 \$	4,000.00 \$	- \$	4,000.00
<b>TOTAL</b>						<b>\$</b>	<b>91,188.85</b>

**James A. Cummings, Inc.**  
**Sales tax recovery**  
**Purchase Order Tracking**

#	PB-05-3-00	Totals	to			Encumb.	Encumbrance	our letter sent	our letter sent	our letter sent	our letter sent	our letter sent	our letter sent	total invoices submitted to Finance to date:	
			Received	Co Atty Approval	PO completed	Letter to Finance		Vendor Signed/Ret	10/11/06 Pay Requisition received 10/11	11/13/06 Pay Requisition received 11/9	12/8/2006 Pay Requisition received 12/8	1/8/2007 Pay Requisition received 1/8/07	2/15/2007 Pay Requisition received 2/15/07		3/14/2007 Pay Requisition received 3/12/07
		<b>26,216,095.56</b>					26,216,095.56	4,238,608.40	3,310,555.87	4,124,939.57	3,878,799.32	3,142,334.29	2,069,098.81	<b>20,764,336.26</b>	
1	Dura-Stress	23,612,110.56	8/14/06	8/14/06	9/1/06	9/12/06	9/22/06	23,612,110.56	4,044,304.85	3,097,168.36	3,877,242.03	3,774,147.55	2,988,749.64	1,959,010.76	19,740,623.19
2	Rinker Materials	1,471,750.00	8/18/06	8/18/06	9/5/06	9/12/06	9/14/06	1,471,750.00	151,999.75	166,222.75	225,016.75	85,034.50	112,312.00	49,324.00	789,909.75
3	Sy's Supplies,So.FL Rebar	307,500.00	8/18/06	8/18/06	9/5/06	9/12/06	10/5/06	307,500.00	42,303.80	47,164.76	22,680.79	19,617.27	41,272.65	60,764.05	233,803.32
4	Sy's Supplies,So.FL Rebar	307,500.00	8/18/06	8/18/06	9/20/06	9/25/06	10/5/06	307,500.00							
1	Dura-Stress	(35,000.00)	10/17/06		10/17/06	10/18/06		(35,000.00)							
5	HD Electrical	552,235.00	1/30/07	1/30/07	2/20/07	2/20/07		552,235.00							

Change Order No. 8

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Long Term Parking Garage II  
 NAME OF PRIME BIDDER: Jones & Cummings, Inc  
 CONTACT PERSON: STEWART COULTER  
 BID OPENING DATE: \_\_\_\_\_

PROJECT NO: PB05-3  
 ADDRESS: 2101 Centurypark West Dr. Ste 160, W Palm Beach, FL 33409  
 PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ \_\_\_\_\_ Total Value of SBE Participation \$ N/A

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.  
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.  
 3. M/WBE information is being collected for tracking purposes only.



SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONTRACTOR

PROJECT NO. 2B05-3 PROJECT NAME: Longhorn Parking Garage II  
TO: James A. Cummings, Inc  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>N/A</u>			

at the following price \$ N/A  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

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

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: \_\_\_\_\_

**CHANGE ORDER**

- |   |  |
|---|--|
| <input type="checkbox"/> Owner Initiate                       | <input type="checkbox"/> Quantity Overruns/Underruns             |
| <input checked="" type="checkbox"/> Differing Site Conditions | <input type="checkbox"/> Request By Another Agency/Outside Party |
| <input type="checkbox"/> Zoning/Code/Ordinance Changes        | <input type="checkbox"/> A. Reimbursable __ B. Non-Reimbursable  |
| <input type="checkbox"/> Errors/Omissions/In Design           | <input type="checkbox"/> Other                                   |

PROJECT: **Long Term Parking Structure, II PBIA**  
 TO: **James A. Cummings, Inc.**  
**2101 Centerpark West Dr., Ste. 160**  
**West Palm Beach, FL 33409**

CHANGE ORDER NO: **Nine (9)**  
 COUNTY/FAA PROJECT NO: **PB 05-3**  
 CONTRACT DATE: **5/16/2006**  
 RESOLUTION NO. **R2006-0842**  
 DISTRICT # **2**

You are directed to make the following changes to this Contract:

Modification of wind frames along column line 0.1 at north and south connector bridges, per DOA Work Change Directive No. 4 dated 01/10/07 and JAC Change Proposal No. 29 dated 02/01/07 .  
 For the total amount of .....\$21,482.00

Column repairs at existing Parking Structure No. 1, per DOA RFQ #9 dated 10/31/06, RFQ #9 Addendum No. 2 dated 01/29/07 and JAC Change Proposal No. 21 R1 dated 02/16/07.  
 For the total amount of .....\$52,390.00

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Sum was .....	<b>\$61,666,000.00</b>
Net change by previous Change Orders .....	<b>\$(-)26,707,639.00</b>
The Contract Sum prior to this Change Order was .....	<b>\$ 34,958,361.00</b>
The Contract Sum will be <b>(increased)</b> by this Change Order .....	<b>\$ 73,872.00</b>
The new Contract Sum including Change Order will be .....	<b>\$35,032,233.00</b>
The Contract Time will be (increased/decreased) by.....	<b>0 calendar days.</b>
The Date of Completion as of the date of this Change Order therefore is	<b>November 2, 2007.</b>

<u>WALKER PARKING CONSULTANTS</u> Engineer	<u>JAMES A. CUMMINGS, INC.</u> Contractor	<u>PBC Bd. of County Commissioners</u> Owners
<u>4902 Eisenhower Blvd., Ste. 281</u> Address <u>Tampa, Florida 33634</u>	<u>2101 Centerpark West Dr., Ste. 160</u> Address <u>West Palm Beach, FL 33409</u>	<u>P.O. Box 21229</u> Address <u>West Palm Beach, FL 33416-1229</u>
By: <u><i>Nancy Riddie</i></u>	By: <u><i>Geoff Bunnell</i></u> Geoff Bunnell, Senior VP	By: _____
Date: <u>4/30/07</u>	Date: <u>5/1/07</u>	Date: _____

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

Attest: Sharon Bock  
Clerk and Comptroller

**APPROVED AS TO TERMS AND CONDITIONS:**

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
Deputy Clerk (Date)

By: *Sam Feag*  
Director of Airports

By: \_\_\_\_\_  
County Attorney (Date)

**PALM BEACH INTERNATIONAL AIRPORT  
LONG TERM PARKING GARAGE NO 2  
CHANGE ORDER HISTORY  
PB NO PB 05-3**

	ORIGINAL	CURRENT
DATE:	NTP 7/10/2006	480 Thru CO #9 11/2/2007
CONTRACT TIME =	480	480
CONTRACT COMPLETION DATE	11/2/2007	11/2/2007
CONTRACT AMOUNT =	\$61,666,000.00	\$35,032,233.00
LIQUIDATED DAMAGES PER DAY	\$3,700.00	

CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS
1	8/16/2006	Dewatering	0	\$0	\$15,750.00	\$15,750.00	\$15,750.00		\$15,750.00		0.03%	\$61,681,750.00	Approved by Lead Dept on 8/29/06
2	10/24/2006	Duct Bank and High Mast	0	\$0	\$263,493.00	\$263,493.00			\$15,750.00	\$263,493.00	0.43%	\$61,945,243.00	Approved by BCC on 11/21/06. (R2006-2419)
3	11/20/2006	Overexcavation	0	\$0	\$42,264.00	\$42,264.00	\$42,264.00		\$58,014.00		0.07%	\$61,987,507.00	Approved by Lead Dept on 11/20/06
4	11/2/2007	Potholing and Fuel Tanks	0	\$0	\$7,542.00	\$7,542.00	\$7,542.00		\$65,556.00		0.01%	\$61,995,049.00	Approved by Lead Dept on 1/3/07
5	Board Meeting on Feb 27, 2007.	Add'l New Cable to OS Switchgear Adjacent to Revenue Control Bldg.	0	\$0	\$412,524.00	\$412,524.00			\$65,556.00	\$412,524.00	0.67%	\$62,407,573.00	Approved by BCC on 2/27/07 (R2007-0270)
6	2/28/2007	Overexcavation and Backfill	0	\$0	\$14,537.00	\$14,537.00	\$14,537.00		\$80,093.00		0.02%	\$62,422,110.00	Approved by Lead Dept on 3/12/07
7	CRC Meeting 3/14/07	SD4A Storm Drainage Modifications		\$0	\$71,106.00	\$71,106.00		\$71,106.00	\$151,199.00		0.12%	\$62,493,216.00	Approved by CRC on 3/14/07
8	Board Meeting 6/05/07.	Deduction for Owner purchased materials and Administration of Materials		\$0	(\$27,534,855.00)	(\$27,534,855.00)				(\$27,534,855.00)	-44.65%	\$34,958,361.00	
9	Board Meeting 6/05/07. Needs to go to the Board since cumulative approval would have been exceeded	Repairs to Windframe. Repairs to columns on LTP1		\$0	\$73,872.00	\$73,872.00				\$73,872.00	0.12%	\$35,032,233.00	
<b>Total</b>			0		(\$26,633,767.00)	\$0.00	\$80,093.00	\$71,106.00			-0.68%	\$35,032,233.00	

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

Approval Authority

CO Value	Authority
\$0-50,000	Lead Dept
\$50,001-100,000	CRC
>\$100,001	BCC
<u>Cumulative Value</u>	<u>Authority</u>
\$0-100,000	Lead Dept
\$100,101 - 200,000	CRC

**Cynthia Portnoy:**  
Percentage is based on total changes to original contract. It includes the costs of the direct purchased materials as part of the contract cost since it is still part of the cost of the project



**James A. Cummings, Inc.  
General Contractors**

West Palm Beach Office  
2101 Centrepark West Drive, Suite 160  
West Palm Beach, FL 33409  
Phone: (561) 655-1982  
Fax: (561) 655-1985

February 1, 2007

CH2M Hill  
800 Fairway Drive  
Suite 350  
Deerfield, FL 33634

Attention: Ron Mattingly

RE: Palm Beach County Department of Airports  
Long Term Parking Structure No. 2  
CP # 29 (WCD #4) Modify Wind Frames (Change Proposal)

Dear Mr. Mattingly,

Attached herewith, please find the breakdown of costs, along with back-up, totaling \$21,482.00 to modify wind frames along column line 0.1 at the north and south connector bridges in accordance with Work Change Directive (WCD) #4, dated January 10, 2007 and WCD #4 attachment (details provided by Walker Parking dated January 8, 2007).

Please review and issue a Change Order to the contract in the amount of \$21,482.00 in order to authorize James A. Cummings, Inc. to proceed with the work. We respectfully reserve our right to request additional time should it become apparent this work will delay the completion of the Project.

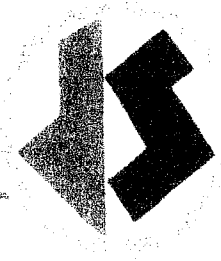
This Proposal will remain in effect for a period of fifteen (15) days. Acceptance subsequent to this time shall be subject to review and change.

Sincerely  
James A. Cummings, Inc.

Stewart Coulter  
Project Manager

cc: Phil Woodard, DOA  
John Church, JAC  
Ray Whaley, JAC  
Keith Pate, JAC  
Greg Pitts, JAC  
File - Cost Proposal #29





VIA FAX: 561 684-7325

January 12, 2007

James A. Cummings, Inc.  
2101 Centrepark West Drive, Suite 160  
West Palm Beach, FL 33409

Attn: Stewart Coulter

Project: Project No. PB 05-3  
Long Term Parking Structure No. 2  
Palm Beach International Airport

Subject: Work Change Directive (WCD) #4

Dear Mr. Coulter:

We are in receipt of your letter of the same Subject dated January 11, 2007.

Per Gary Rider's e-mail of January 10, 2007 we are making one windframe at our cost and one to be reimbursed.

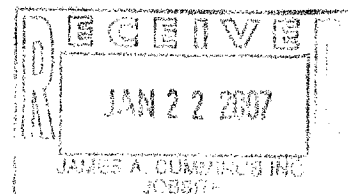
The proposed cost for the additional windframe is \$19,868.37. It includes the contract cost per windframe of \$18,568.57 plus \$1299.80 (7%) for engineering/design.

In order to maintain schedule, we are already proceeding with the production of the new windframes.

We are available to discuss this at your convenience.

Very truly yours,

Bill Sheehan  
Project Manager





**WORK CHANGE DIRECTIVE**

TO CONTRACTOR: James A. Cummings, Attention: Stewart Coulter WCD NO: 4

PROJECT: Long Term Parking Structure No. 2, PBIA PROJECT NO: \_\_\_\_\_

OWNER: Palm Beach County Department of Airports

ENGINEER: Walker Parking Consultants

The following additions, deletions, or revisions to the Work have been ordered and authorized:

**Description of Work:**

Modify wind frames along column line 0.1 at the north and south connector bridges per details provided by Gary Rider/Walker Parking dated 01/08/07 (attached). Contractor to provide signed and sealed calculations for the wind frame modifications for approval.

**Reason for Change(s):**

The elevations of the existing garage foundations which support the new wind frames differs from the elevations indicated on the design drawings. The existing foundations are at a higher elevation than expected which necessitates a modification be made to the grade level wind frame sections.

**Attachments (List Supporting Documents):**

Sketch of wind frames at north and south connector bridges along column line 0.1, provided by Gary Rider/Walker Parking dated 01/08/07.

It is understood that this Work Change Directive will not change the Contract Price or Times, but is evidence that the parties expect a Change Order to be subsequently issued reflecting any changes.

Ordered By: Jerry Allen January 10, 2007  
Owner Date

Recommended By: Ron Mattingly January 10, 2007  
Engineer Date

Copy:  
Owner  
Engineer  
Field File



**WALKER**  
PARKING CONSULTANTS

Job AB1A

No. \_\_\_\_\_

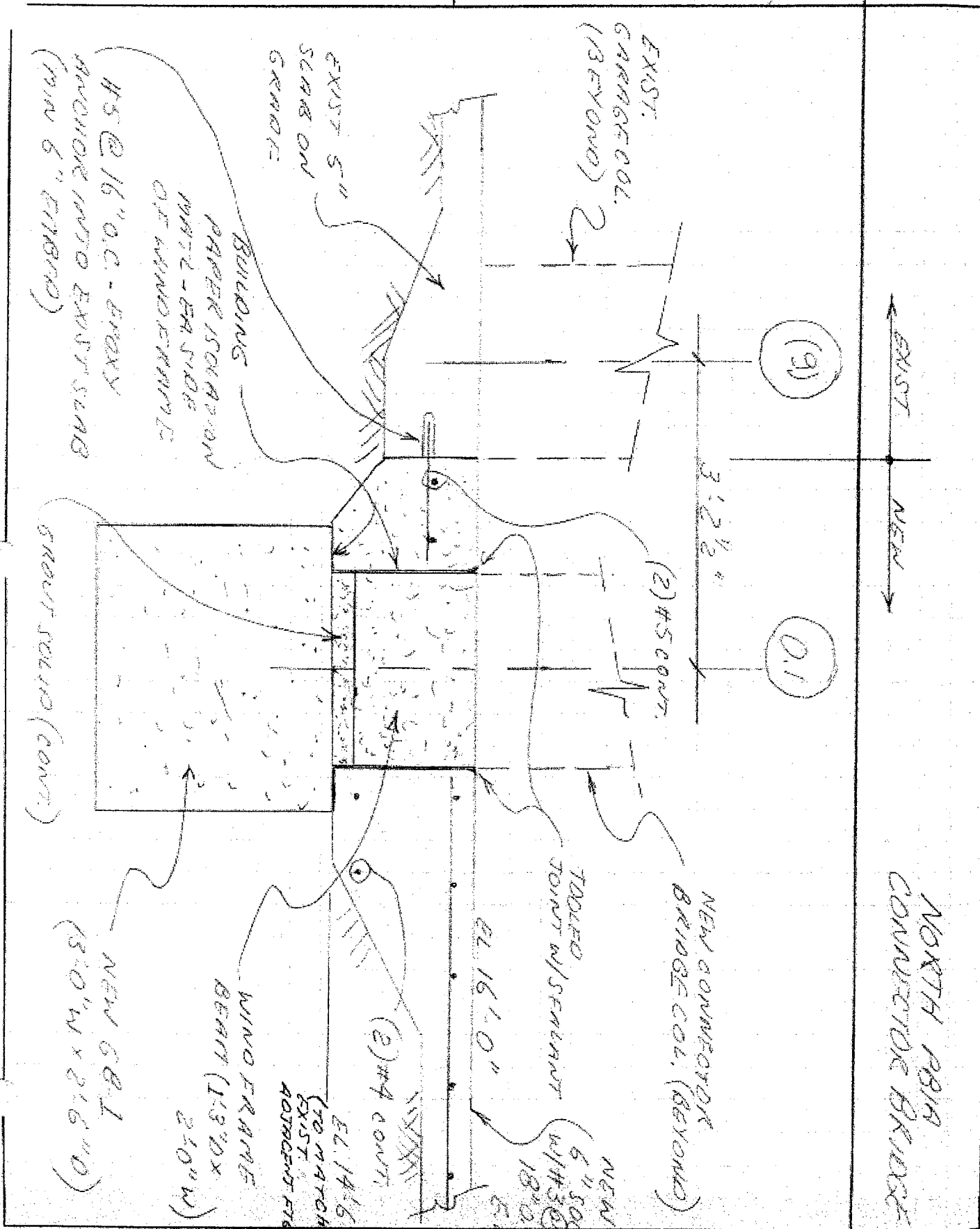
By SSR

Date \_\_\_\_\_

Checked \_\_\_\_\_

Date 01/02/07

PAGE  
OF



NORTH PB1A  
CONNECTOR BRIDGE







James A. Cummings, Inc.  
General Contractors

West Palm Beach Office  
2101 Centrepark West Drive, Suite 160  
West Palm Beach, FL 33409  
Phone: (561) 655-1982  
Fax: (561) 655-1985

February 16, 2007

CH2M Hill  
800 Fairway Drive  
Suite 350  
Deerfield, FL 33634

Attention: Ron Mattingly

Re: Palm Beach County Department of Airports  
Long Term Parking Structure No. 2  
CP #21 R1 (RFQ #9) Column Repairs, Existing Long Term Garage No.1 (Change Proposal)

Dear Mr. Mattingly,

Attached herewith, please find the breakdown of costs, along with back-up, totaling \$52,390.00 to perform Column Repairs to the existing Parking Garage No.1 in accordance with Request for Quotation (RFQ) #9 dated October 31, 2006, Request for Quotation (RFQ) # 9 Addendum No. 2 dated January 29, 2007 and the attached sketches from Walker Parking Consultants; Top Level- Existing Long Term Garage Plan dated 10/09/06, P/C Column Repair Detail dated 10/09/06, Wash Repair Detail- Plan View dated 11/14/06, Wash Repair detail dated 11/14/06, Wash Repair Section dated 11/14/06 and Wash Repair Procedure dated 11/14/06.

In order to sequence this repair work, we will require the temporary closing of parking areas in the existing Parking Garage. These closings will be coordinated with the Owner to minimize impacts; therefore no cost for relocation of parking cars is included.

Please review and issue a Change Order to the contract in the amount of \$52,390.00 in order to authorize James A. Cummings, Inc. to proceed with the work. We respectfully reserve our right to request additional time, should it become apparent this work would delay the completion of the Project.

This Proposal will remain in effect for a period of fifteen (15) days. Acceptance subsequent to this time shall be subject to review and change.

Sincerely,  
James A. Cummings, Inc

Stewart Coulter  
Project Manager

Cc: Phil Woodard, DOA  
John Church, JAC  
File- Cost Proposal #21



# REQUEST FOR QUOTATION

QUOTATION NO: RFQ #9 Addendum No. 2

TO: James A. Cummings, Inc. - Attention: Stewart Coulter

DATE: January 29, 2007

FROM: Construction Manager/CH2M Hill

PROJECT: Long Term Parking Structure No. 2, Palm Beach International Airport

KEYWORD DESCRIPTION: Additional Column Repairs and Modification to Method of Installing Connectors, Existing Long Term Garage No. 1

DATE QUOTATION REQUIRED: ASAP

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

**To be completed by Initiator of Request:**

**1. Scope of Work: (include list of attachments)**

Two additional column repairs are required in the existing garage at columns S/8.3 and S/8.6. The repairs shall be in accordance with the details in RFQ #9 issued 10/31/2006.

The contractor has requested to be allowed to drill a 3" to 4" hole in the existing double tee stems in order to facilitate installation of the connectors. The design engineer, Gary Rider of Walker Parking has agreed to allow these holes to be drilled provided the following conditions are met: 1) holes are drilled near top of stem immediately across from column, 2) contractor locates all p/t strand and reinforcing steel in the stem prior to drilling, contractor to submit proposed method of locating reinforcement and p/t strand prior to commencing drilling, and 3) holes are patched with non shrink grout after completing installation of the column repair. (See attached email from Gary Rider).

**2. Reason(s) for Modification:**  Owner  Unforeseen Conditions(site, weather, etc)  Other

Additional connectors are needed to allow vertical movement between existing columns and spandrels. Contractor requested modification to method of installing connectors.

**3. Approval of Request:**

Owner: Phil Woodard

Date: January 29, 2007

Engineer: Ron Mattingly

Date: January 29, 2007

**To be completed by Contractor:**

4. Total cost of modification (attach detailed breakdown) \$ \_\_\_\_\_

5. Will a modification to the contract time be required?  Yes  No

If so, trade(s) \_\_\_\_\_

No. of personnel \_\_\_\_\_

Duration \_\_\_\_\_ (calendar days)

6. Attachment identification: (list) \_\_\_\_\_

7. Quotation is in effect until: (date) \_\_\_\_\_

8. Approval of Quotation \_\_\_\_\_

Contractor \_\_\_\_\_

Date \_\_\_\_\_

REQUEST FOR QUOTATION

QUOTATION NO: 9

TO: James A. Cummings, Inc. - Attention: Stewart Coulter

DATE: October 31, 2006

FROM: Construction Manager/CH2M Hill

PROJECT: Long Term Parking Structure No. 2, Palm Beach International Airport

KEYWORD DESCRIPTION: Column Repairs, Existing Long Term Garage No. 1

DATE QUOTATION REQUIRED: November 6, 2006

The following modification to the contract has been identified. Pursuant to the General Conditions, please provide a quotation for the alteration as described in Item 1. The quotation should include an itemized breakdown of contractor and subcontractor costs, including labor, materials, rentals, approved services, overhead, and profit. This request shall not be considered authorization to proceed with the work herein described.

To be completed by Initiator of Request:

1. Scope of Work: (include list of attachments)

Repairs to thirteen (13) precast columns in existing Long Term Parking Structure No. 1. Repairs shall be in accordance with attached repair detail prepared by Walker Parking Consultants dated 10/09/06. Location of repairs shall be as shown on attached location plan prepared by Walker Parking Consultants dated 10/09/06.

The contractor shall secure a permit for this work from Palm Beach County Planning, Zoning & Building Department.

Attachments: Location Plan drawing; Column Repair detail drawing.

2. Reason(s) for Modification:  Owner  Unforeseen Conditions(site, weather, etc)  Other

The thirteen columns to be repaired are showing signs that they have separated from the existing garage deck at level 4. Proposed column repair is to mitigate further separation.

3. Approval of Request:

Owner: Phil Woodard

Date: October 31, 2006

Requester: Ron Mattingly

Date: October 31, 2006

To be completed by Contractor:

4. Total cost of modification (attach detailed breakdown) \$

5. Will modification to the contract time be required?  Yes  No

If so, trade(s)

No. of personnel

Duration (calendar days)

6. Attachment identification: (list)

7. Quotation is in effect until: (date)

8. Approval of Quotation

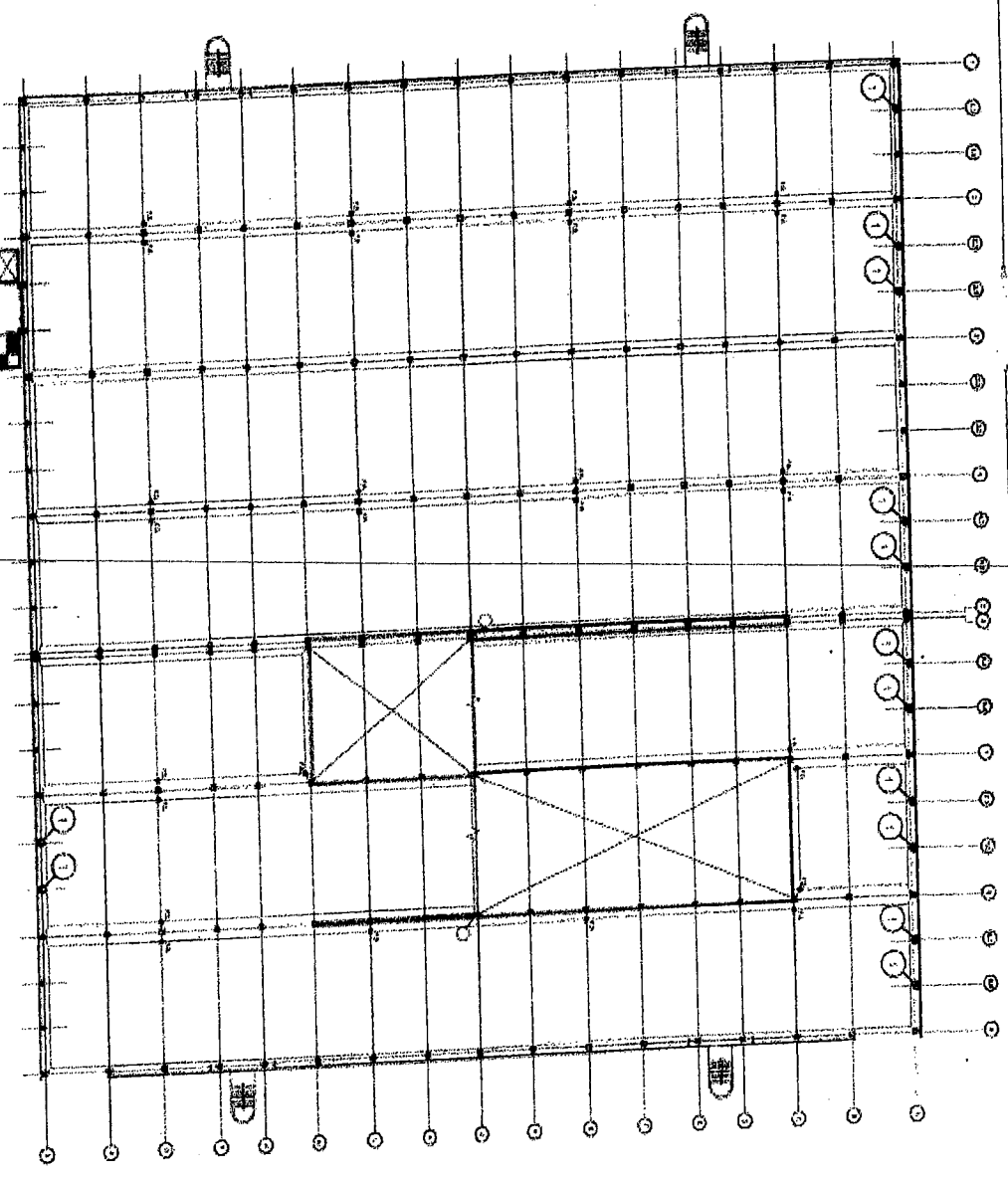
Contractor

Date

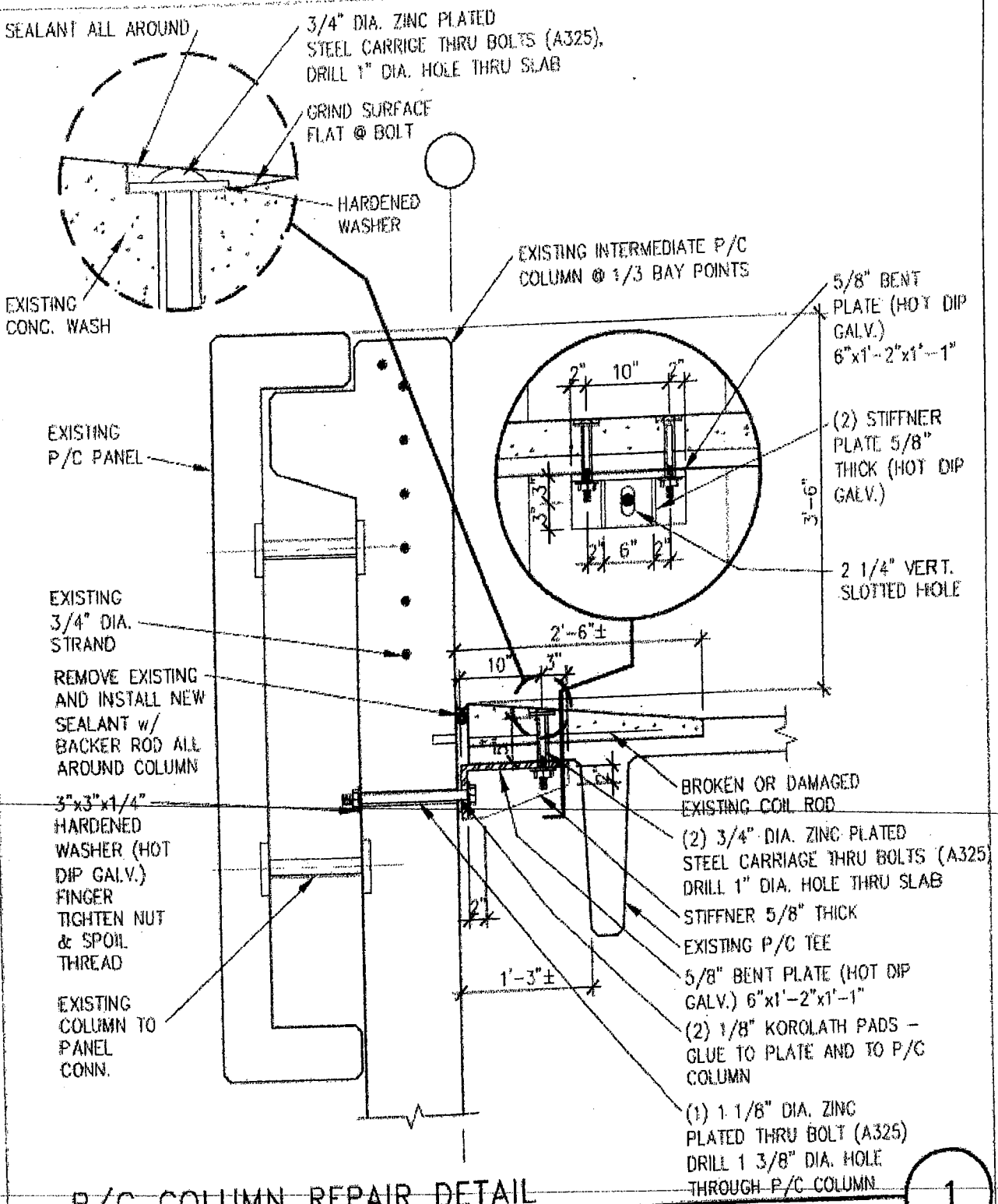
TOP LEVEL - EXISTING LONG TERM GARAGE



<p><b>WALKER</b> ENGINEERING &amp; CONSTRUCTION</p>	4000 Eastman Road Suite 200 Grand Rapids, MI 49508 Phone: (616) 233-1100 Fax: (616) 233-1101 Website: www.walkereng.com	ARCHITECT: FERRIS/TERRY/ROCK DATE: 11/12/08 PROJECT NO.: 08-010-001 SCALE: 1/8" = 1'-0"
	4000 Eastman Road Suite 200 Grand Rapids, MI 49508 Phone: (616) 233-1100 Fax: (616) 233-1101 Website: www.walkereng.com	ARCHITECT: FERRIS/TERRY/ROCK DATE: 11/12/08 PROJECT NO.: 08-010-001 SCALE: 1/8" = 1'-0"




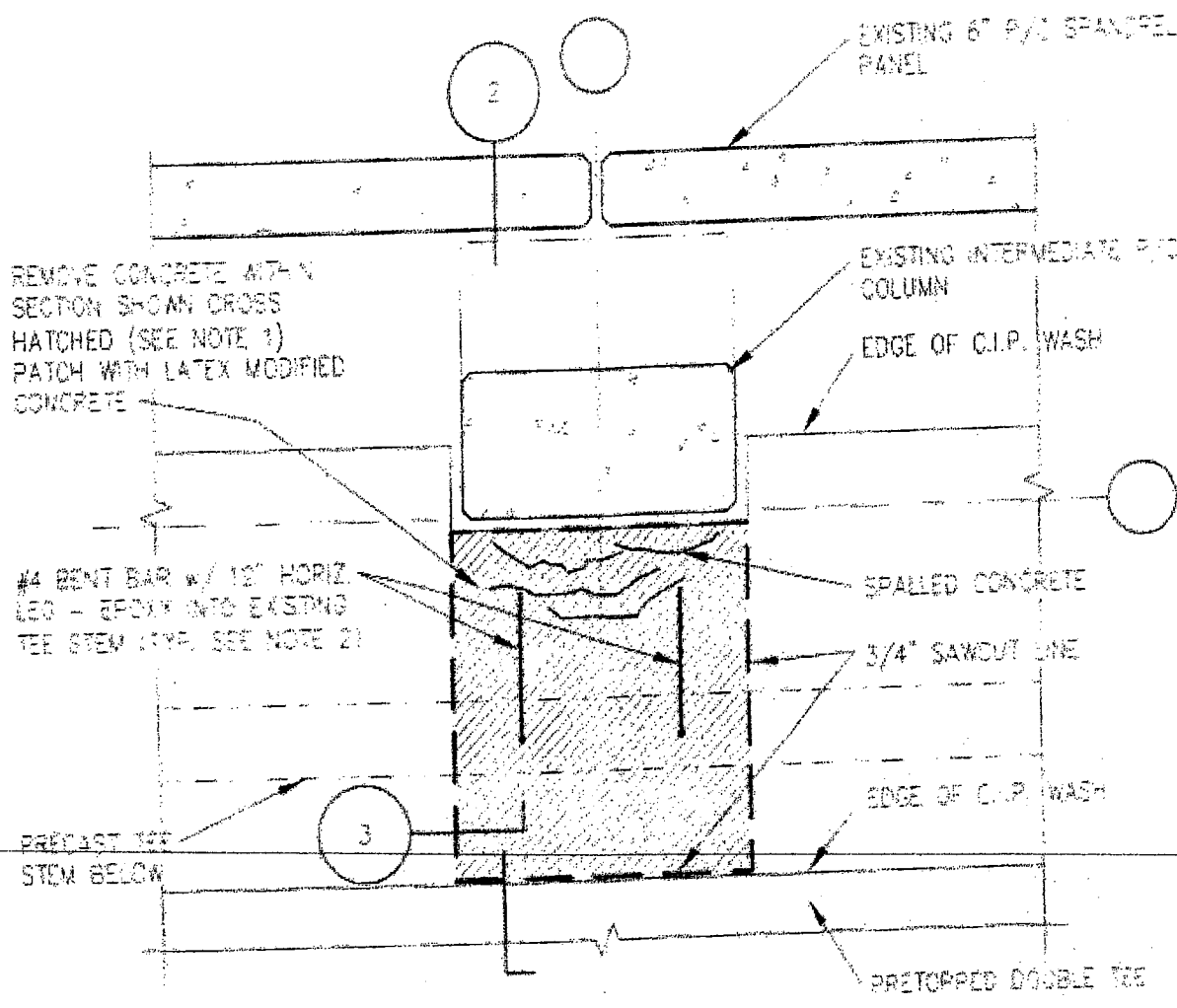
1. 200 COLUMN REINFORCEMENT SEE DETAIL



**P/C COLUMN REPAIR DETAIL**  
 AT TOP LEVEL ONLY

1

 <b>WALKER</b> PARKING CONSULTANTS	4802 Eisenhower Blvd Suite 281 Tampa, FL 33634 813.888.6800 Ph 813.888.6822 Fax BE-0073840	Job: FDIA LONG TERM PARKING GARAGE COLUMN REPAIR
		Job No: 15-1615.00
		Date: 10.09.00



REMOVE CONCRETE WITH N SECTION SHOWN CROSS HATCHED (SEE NOTE 1) PATCH WITH LATEX MODIFIED CONCRETE

#4 BENT BAR w/ 18\"/>

PRECAST TEE STEM BELOW

EXISTING 6\"/>

EXISTING INTERMEDIATE P.C. COLUMN

EDGE OF C.I.P. WASH

SPALLED CONCRETE

3/4\"/>


EDGE OF C.I.P. WASH

PRETOPPED DOUBLE TEE

- NOTES:
- DO NOT DAMAGE ANY EXISTING REINFORCING DURING CONCRETE REMOVAL. IF PRESENT EXPOSE & CLEAN REINF. w/ WIRE BRUSH.
  - POSITION REINFORCING BAR TO CLEAR NEW CARRIAGE BOLTS NOT SHOWN

**WASH REPAIR DETAIL - PLAN VIEW**  
AT TOP LEVEL ONLY

1

 <b>WALKER</b> PRECAST CONCRETE TANKS	4402 Eisenhower Blvd Suite 281 Tampa, FL 33634 813.888.5800 Ph 813.888.5800 Fax 813.888.5800	Job: PEJA LONG TERM PARKING GARAGE COLUMN REPAIR
		Job No: 15-1515-00
		Date: 11/14/15

## Wash Repair Procedure

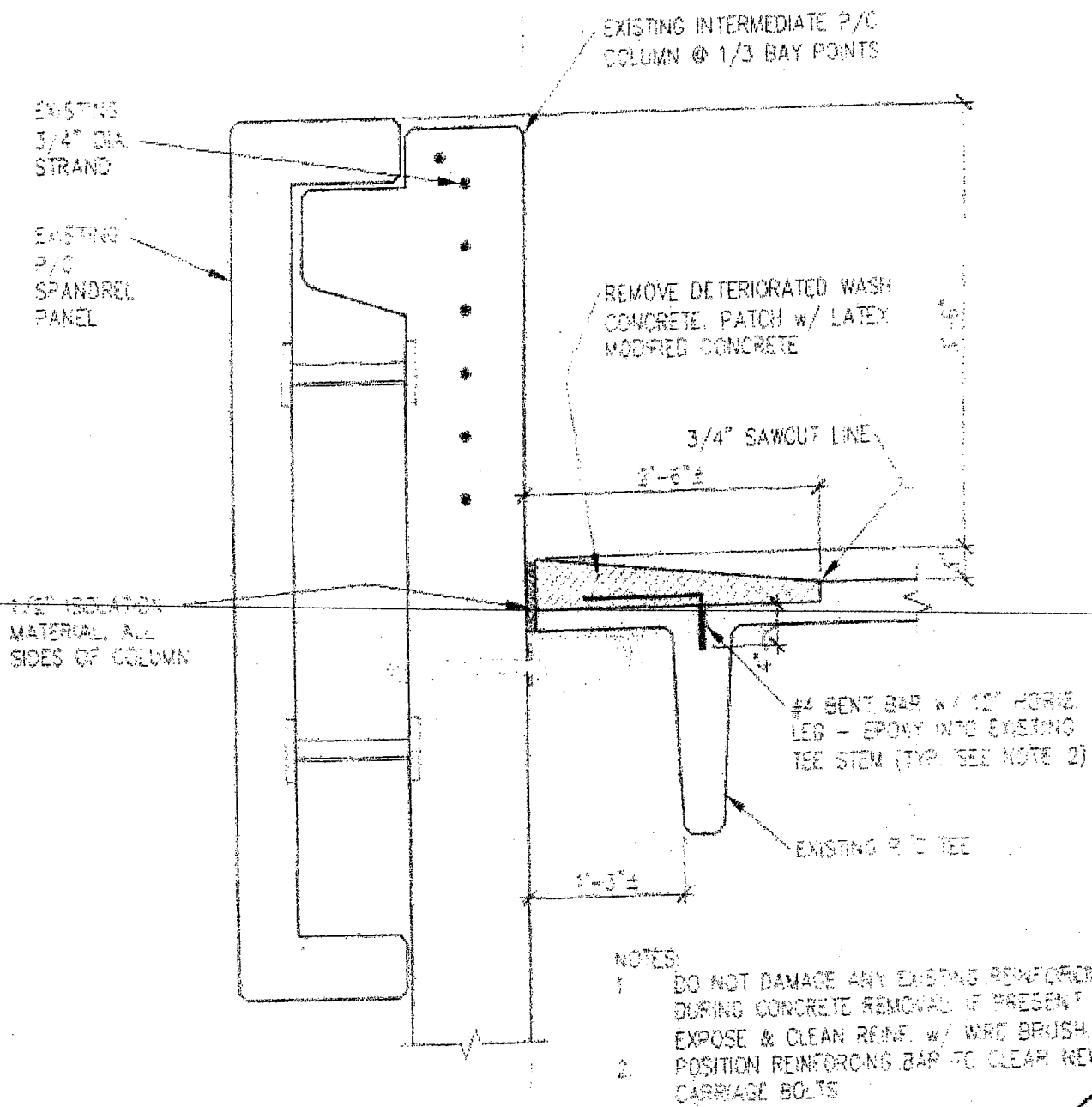
### PBIA Long Term Parking Garage #1

The following procedure is to be used at deflected column locations where slab spalling has occurred in front of the columns on the top level of the garage. Deteriorated wash repairs are to be completed prior to installing the new column lateral supports (i.e. bent plate and carriage bolts)


1. Sawcut perimeter of deteriorated concrete wash area to a depth of  $\frac{3}{4}$  inch. Minimum extent of removal is shown on wash repair details. Areas to be removed shall be straight and rectangular as practical to encompass repair and provide a neat patch.
2. Remove deteriorated concrete area down to the top of the precast double tee flange below. Exercise caution not to disturb any existing reinforcing in the slab, if present. If existing reinforcing is present, chip around it and clean reinforcing down to bare steel.
3. Install #4 bent reinforcing bars in existing tee flange. See wash repair detail. Coordinate location of bent bars with location of new carriage bolts.
4. Sound the edges of the patch area to determine that all deteriorated and loose concrete has been removed. Clean the patch area with wire brush and air blowing. Remove all debris prior to commencement of patching.
5. Cavity shall be clean and dry prior to commencement of patching. Bonding grout shall be applied to damp (not saturated) concrete surfaces in uniform thickness of 0.0625 in. to 0.125 in. over all surfaces to receive patching. Bonding grout shall consist of sand, cement, and latex emulsion in proportions similar to mortar in patch concrete with sufficient water to form stiff slurry to achieve consistency of "pancake batter". Grout shall not be allowed to dry or dust prior to placement of patch material.
6. Latex Modified patch material shall meet the following minimum requirements:

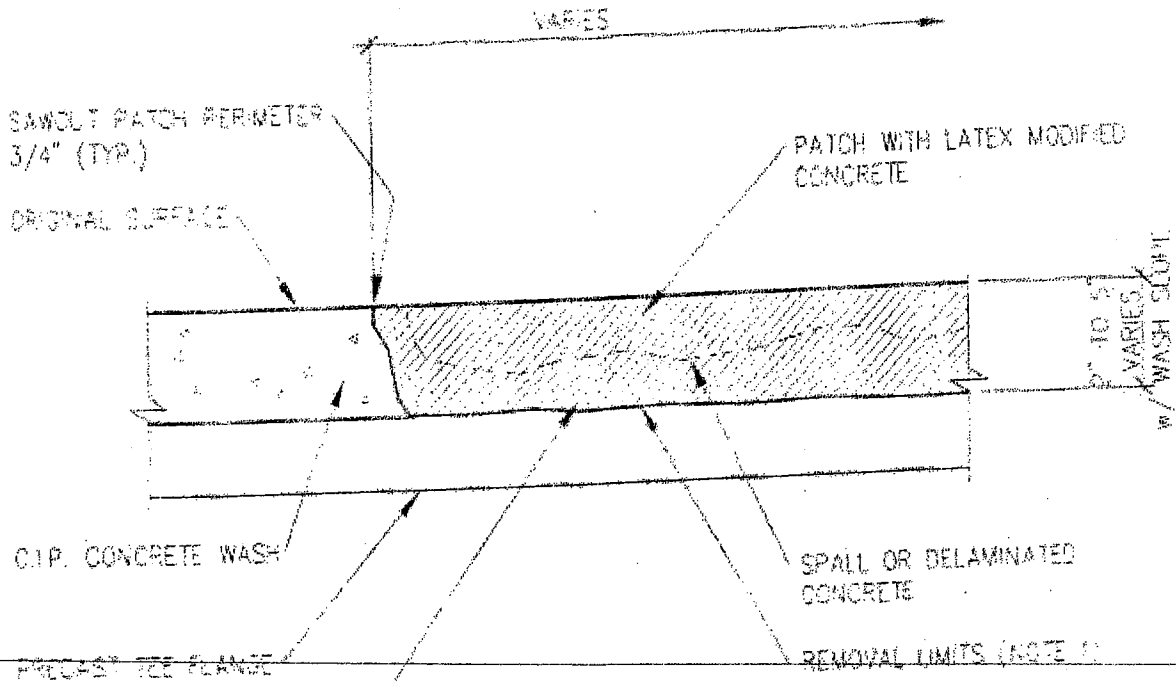
Compressive Strength	4500 psi @28 days (2500 psi @ 3 days)
Water-cement ratio	0.25 to 0.40
Latex Content per sack of concrete	3.5 gal
Cement content	656-800 lb/cy
7. Patch concrete shall be manipulated and struck off slightly above final grade, and then consolidated and finished to final grade. Finish all concrete surfaces to proper elevations to insure all surfaces will drain freely to floor drains, and that no puddle areas exist. Give the final patch surface a coarse texture by drawing broom across surface.
8. Patches shall be wet cured with wet burlap and polyethylene film for a minimum of 36 hours after placement. At that time remove polyethylene film and allow burlap to dry slowly for an additional 24 hours.
9. Patched areas shall be sounded by Contractor with hammer or chain drag after curing for 7 days. Contractor shall repair all hollows detected by removing and replacing affected area at no additional cost. If shrinkage cracks occur in patch when curing period is completed, patch shall be considered defective and replaced by Contractor at no additional cost.





**WASH REPAIR DETAIL**  
AT TOP LEVEL ONLY

 <b>WALKER</b> PARKING SOLUTIONS	4902 Eisenhower Blvd Suite 201 Tampa, FL 33634 813.868.0870 Pk 813.868.0822 Fax info@walker.com	P&L LONG TERM PARKING GARAGE COLUMN REPAIR
		Job No: 15-1015-02
		Date: 08-14-08



REMOVE CONCRETE WITHIN SECTION SHOWN CROSS-HATCHED


NOTE:

- DO NOT DAMAGE ANY EXISTING REINFORCING DURING CONCRETE REMOVAL IF PRESENT EXPOSE & CLEAN REINF. w/ WIRE BRUSH.

**WASH REPAIR SECTION**

AT TOP LEVEL ONLY

3

 <b>WALKER</b> PARKING CONSULTANTS	4902 Eisenhower Blvd Suite 261 Tampa, FL 33604 813.886.5800 Pk 813.888.5802 Fax	JOB: FSSA LONG TERM PARKING GARAGE COLUMN REPAIR
		Job No: 15-1615-00
		Date: 11-14-08



# James A. Cummings, Inc.

## Change Proposal # 21 Summary Breakdown

PBIA Longterm Parking No. 2  
Project Number PB-05-3

DATE: 02/16/07

Item No.	Description	Material	Labor	Subcontract / Lump Sum
	<b>Column Repairs, Existing Garage No. 1</b>			
1	See Attached Proposal from Van Linda Iron Works			✓ \$39,303
3	JAC (Supervision)		✓ \$2,400	
4	JAC (Safety) (Full Time Flagman)	✓ \$300	✓ \$1,600	
5	JAC (Clean-up) (Full Time Laborer)	✓ \$250	✓ \$1,600	
6	JAC (Layout)		✓ \$200	
7	Permit	✓ \$700		

<b>SUB TOTALS</b>	\$1,250	\$5,800	\$39,303
<b>SALES TAX @ 6%</b>	✓ \$75		
<b>PAYROLL TAXES &amp; INSURANCE (PTI)</b>		✓ \$1,873	
<b>TAXED SUBTOTALS</b>	✓ \$1,325	✓ \$7,673	\$39,303

<b>MATERIAL TOTAL</b>	\$1,325
<b>LABOR TOTAL</b>	\$7,673
<b>SUBCONTRACT / LUMP SUM</b>	\$39,303
<b>SUBTOTAL OF COSTS</b>	\$48,301

<b>OH&amp;P (5%)</b>	✓ \$1,965
<b>SUBTOTAL</b>	\$50,266

<b>OH&amp;P (15%)</b>	✓ \$1,350
<b>SUBTOTAL</b>	\$51,616

<b>BONDS</b>	✓ \$516
<b>INSURANCE</b>	✓ \$258
<b>SUBTOTAL</b>	\$52,390

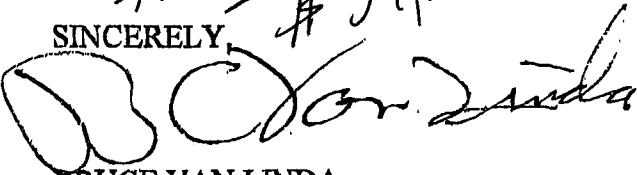
<b>TOTAL</b>	<b>\$52,390</b>
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**Date:** February 1, 2007  
**To:** JAMES A. CUMMINGS  
 JOB # 6284-PALM BEACH COUNTY AIRPORT  
**Attn:** RAY WHALEY/STEWART COULTER

**SUBJECT:** COLUMN REPAIR GARAGE NO. 1

1. TO SUPPLY AND INSTALL 15 SETS OF FABRICATED GALVANIZED BRACKETS AND BOLTS AS PER WALKER DRAWING.  
\$ 31,851.00
2. TO REPAIR BROKEN CONCRETE SURFACE AS PER WASH REPAIR PROCEDURE AND NEW SEALANT.  
\$ 2,484.00

X3  
 7,452  
 #39,303<sup>00</sup>FX  
 SINCERELY,  


BRUCE VAN LINDA  
 PRESIDENT  
 VAN LINDA IRON WORKS, INC. IRON WORKS, INC.

---

Van Linda Iron Works, Inc.  
 3787 Boutwell Rd. Lake Worth, FL. 33461  
 Phone: (561) 586-8400 Fax: (561) 586-8877

**Van Linda Iron Works**

3787 Boutwell Road  
Lake Worth, FL 33461

Date: December 5, 2006

TO: JAMES A. CUMMINGS  
JOB # 6284-PALM BEACH COUNTY AIRPORT  
Fax: 561-684-7325

ATTENTION: RAY WHALEY

SUBJECT: COLUMN REPAIR GARAGE NO. 1

*Subcontracted*

1. TO SUPPLY AND INSTALL 13 SETS OF FABRICATED GALVANIZED BRACKETS AND BOLTS AS PER WALKER DRAWING.

\$ 27,604.00

2. TO REPAIR BROKEN CONCRETE SURFACE AS PER WASH REPAIR PROCEDURE AND NEW SEALANT.

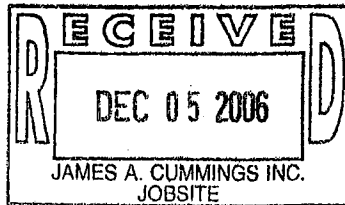
EACH \$ 2,484.00

*X 3*  

---

*7,452*

*#35,056*



THANK YOU,

*Bruce Van Linda*

BRUCE VAN LINDA

**Lorraine Seabrook**

**From:** Ron.Mattingly@ch2m.com  
**Sent:** Friday, February 02, 2007 3:57 PM  
**To:** Phil Woodard  
**Cc:** Cynthia Portnoy; Gary.Rider@walkerparking.com  
**Subject:** Cost Proposal to Modify Windframe  
**Attachments:** CP #29 Modify Wind Frames.pdf

Phil,

Attached is the cost proposal from Cummings for modification of the wind frame at the NE corner of the existing garage. This modification was necessary because the elevations of the existing footings that the wind frame is supported on were different than the elevations given in the plans. The cost given by Dura-Stress of \$18.5K per wind frame piece is consistent with the cost provided in their schedule of values. Cummings mark-ups are consistent with those allowed per the contract. Please advise if I should move forward with preparing a draft Change Order for \$21,482.00.

Thanks  
Ron

1/5/2007

MEMORANDUM

CH2MHILL

TO: Phil Woodard, Construction Coordinator DOA  
FROM: Ron Mattingly, P.E.  
Construction Manager, CH2M Hill  
DATE: February 20, 2007

RE: Review of Cummings Cost Proposal For RFQ #9 Addendum No. 2  
Cummings CP #21 Rev. 1  
Column Repairs Existing Long Term Garage No. 1

Phil,

Per the request of the DOA, Cummings has provided pricing for furnishing and installing an additional 2 column repair brackets in the existing garage. The unit price per each bracket is \$2,123.39/each, this is the same unit price they submitted originally when we were installing 13 brackets. As I indicated in my 01/09/07 review of there original price, the price is rather high but not grossly unreasonable given the difficulties associated with the work.

It is my opinion that Cummings price of \$52,390.00 to furnish and install 15 column repair brackets and 3 wash repairs in the existing garage is reasonable.

Thanks  
Ron

Cc. Cindy Portnoy/DOA  
Gary Rider/Walker Parking

MEMORANDUM

CONFIDENTIAL

TO: Phil Woodard, Construction Coordinator DOA  
FROM: Ron Mattingly, P.E.  
Construction Manager, CH2M Hill  
DATE: January 9, 2007

RE: **Review of Cummings Cost Proposal For RFQ #9 (Cummings CP #21)  
Column Repairs Existing Long Term Garage No. 1**

Phil,

I have reviewed Cummings cost proposal for repairing 13 columns and 3 wash areas in the existing garage, per repair details provided by Gary Rider of Walker Parking. My pricing evaluation is attached.

My cost estimate for performing this work is \$35,000 compared to Cummings cost proposal of \$47,864. There are several reasons which I feel, could explain the difference between my estimate and Cumming's proposal:

- It is inherently difficult to accurately estimate the level of effort that will be required to successfully complete repair work. I believe this uncertainty has resulted in the subcontractor that will perform the work, Van Linda Iron Works, building a healthy contingency into their bid.
- The repair detail requires fabrication of custom-built brackets. Van Linda has estimated this fabrication cost \$2K more than I estimated. They are in the iron-works business and probably have a better handle on these cost than I do.
- Van Linda has indicated that they will need to use custom made drilling equipment to perform the work at an additional cost of \$1.8K. Given the limited space between the columns and the adjacent stems of the double-tees, this seems does not seem unreasonable.
- I assumed that skilled laborers could be used to perform the work with a labor rate including overhead and profit of \$50/hour. Van Linda has indicated they would use iron workers to perform the work with a labor rate including O&P of \$65/hour. This seems high, but not grossly out of line.

Summary:

The Cummings/Van Linda price for this work is on the high side. I have discussed this with Cumming's PM Stewart Coulter and all indications are that Van Linda is not inclined to lower their price. Given the urgency associated with getting these repairs complete,



coupled with the impracticality of seeking other bidding/pricing options, I would recommend accepting this price and moving forward with the work.

Please advise if I should move forward with preparation of a Change Order for this work.

Thanks  
Ron

Cc. Jerry Allen/DOA  
Cindy Portnoy/DOA  
Gary Rider/Walker Parking

SUBJECT: REVIEW CUMMING'S CP #21  
FOR COLUMN REPAIRS, LT GARAGE No. 7  
 BY: RON MATTHEWLY DATE: 12/29/06  
 PROJECT NUMBER: \_\_\_\_\_ SHEET 1 OF 3

P/C COLUMN REPAIR:

ASSUMING IT WILL TAKE 2 LABORERS  
 8 HRS TO REPAIR 1 COLUMN (THIS IS  
 LIKELY A VERY LIBERAL ESTIMATE  
 OF THE TIME REQUIRED)

LABOR -

LABOR COST INCLUDING O&P = \$50.00/HR

$$\text{TOTAL LABOR} = 2 \times 8 \text{ HR} \times \$50.00/\text{HR} \\ = \boxed{\$800.00/\text{COL.}}$$

EQUIP -

TRUCK -

1 UNIT @ \$180/DAY = \$180.00/COL.

MISC. TOOLS -

1 UNIT @ \$100/DAY = \$100.00/COL.

$$\text{TOTAL EQUIP.} = \$180 + \$100 = \boxed{\$280.00/\text{COL.}}$$

MATERIAL -

FABRICATED GALV. BRACKET =  $\boxed{\$300/\text{COL.}}$

$$\text{TOTAL COST} = \underline{\underline{\$1,330/\text{COLUMN}}}$$

WASH REPAIRS:

Saw Cut Area, Remove Damaged Conc.,  
Install & Epoxy #4 Bent Bars, Clean  
& Prep. Area - 2 Laborers, 8 Hrs/Area

Apply Bonding Compound, Mix & Place Patch  
Material, Finish & Apply Curing  
Compound - 2 Laborers, 4 Hrs/Area

LABOR -

$2 \times 12 \text{ HR} \times \$50/\text{HR} = \boxed{\$1,200/\text{Area}}$

EQUIP -

TRUCK -

$1 \text{ UNIT @ } \$130/\text{DAY} \times 1.5 \text{ DAYS} = \$195/\text{Area}$   
(4200)

MISC. TOOLS -

$1 \text{ UNIT @ } \$100/\text{DAY} \times 1.5 \text{ DAYS} = \$150/\text{COL}$

TOTAL EQUIP =  $\$200 + \$150 = \boxed{\$350/\text{Area}}$

MATERIAL

LATEX MODIFIED PATCH =  $\boxed{\$300/\text{Area}}$

TOTAL COST =  $\underline{\underline{\$1,850/\text{Area}}}$

• Cummins Price Of \$8,998 For Supervision, Layout, MOT, Permit, Associated With This Work Is On The High Side But Does Not Seem Grossly Unreasonable.

• Engineer's Estimated Total Cost

- Subcost + 5% Markup =

$$\left[ (\$1,330/\text{col} \times 13 \text{ col}) + (\$1,850/\text{wash} \times 3 \text{ wash}) \right] \times 1.05 =$$

$$= \$23,982$$

- JAC Cost + 15% Markup =

$$\$8,998 \times 1.15 = \$10,348$$

- Bonds @ 1.0% =

$$(\$23,982 + \$10,348) \times 0.01 =$$

$$= \$343$$

- Insurance @ 0.5% =

$$(\$23,982 + \$10,348) \times 0.005 =$$

$$= \$172$$

Estimated Total = \$34,845 (Sum \$35K)

Change Order 9

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS

PROJECT NAME: Fig Line Parking Garage II

PROJECT NO. PB05-3

NAME OF PRIME BIDDER: James A. Cummings, Inc

ADDRESS: 2101 Centurypark West Dr. Ste 160, W Palm Beach, FL 33409

CONTACT PERSON: STEWART COULTER

PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

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

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)		Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ N/A

Total Value of SBE Participation \$ N/A

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.  
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.  
 3. M/WBE information is being collected for tracking purposes only.

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. 2805-3

PROJECT NAME: Long Term Parking Garage II

TO: James A. Cummings Inc  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise

Minority Business Enterprise

Black  Hispanic  Women  Caucasian  Other (Please Specify) N/A

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>N/A</u>			

at the following price \$ \_\_\_\_\_  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

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

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: \_\_\_\_\_

**PALM BEACH INTERNATIONAL AIRPORT  
LONG TERM PARKING GARAGE NO 2  
CHANGE ORDER HISTORY  
PB NO PB 05-3**

<b>DATE:</b>	NTP	<b>ORIGINAL</b>	7/10/2006	<b>CURRENT</b>	
<b>CONTRACT TIME =</b>	480			480 Thru CO #7	
<b>CONTRACT COMPLETION DATE</b>	11/2/2007			11/2/2007	
<b>CONTRACT AMOUNT =</b>	\$61,666,000.00			\$62,493,216.00	
<b>LIQUIDATED DAMAGES PER DAY</b>	\$3,700.00				

CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS
1		Dewatering	0	\$0	\$15,750.00	\$15,750.00			\$15,750.00		0.03%	\$61,681,750.00	Approved by Lead Dept on 8/29/06
2	10/24/2006	Duct Bank and High Mast	0	\$0	\$263,493.00	\$263,493.00			\$15,750.00	\$263,493.00	0.43%	\$61,945,243.00	Approved by BCC on 11/21/06. (R2006-2419)
3		Overexcavation	0	\$0	\$42,264.00	\$42,264.00			\$58,014.00		0.07%	\$61,987,507.00	Approved by Lead Dept on 11/20/06
4		Potholing and Fuel Tanks	0	\$0	\$7,542.00	\$7,542.00			\$65,556.00		0.01%	\$61,995,049.00	Approved by Lead Dept on 1/3/07
5	Board Meeting on Feb 27, 2007.	Add'l New Cable to OS Switchgear Adjacent to Revenue Control Bldg.	0	\$0	\$412,524.00	\$412,524.00			\$65,556.00	\$412,524.00	0.67%	\$62,407,573.00	Approved by BCC on 2/27/07 (R2007-0270)
6		Overexcavation and Backfill	0	\$0	\$14,537.00	\$14,537.00			\$80,093.00		0.02%	\$62,422,110.00	Approved by Lead Dept on 3/12/07
7	CRC Meeting 3/14/07	SD4A Storm Drainage Modifications		\$0	\$71,106.00	\$71,106.00		\$71,106.00	\$151,199.00		0.12%	\$62,493,216.00	Approved by CRC on 3/14/07
<b>Total</b>			0		\$827,216.00	\$0.00		\$80,093.00	\$71,106.00		43.85%	\$62,493,216.00	

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

Approval Authority

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

Cummulative Value	Authority
\$0-100,000	Lead Dept
\$100,101 - 200,000	CRC