PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 16, 2007	[X]	Consent Workshop		Regular Public Hearing		
Department:			•		_		
Submitted By: Department of Airports							
Submitted For	: 						
	I. EXEC	UTIVE BR	EF				
Motion and	Title: Staff recommend	ls motion	to approve:	A con	tract with Aduddell		

Motion and Title: Staff recommends motion to approve: A contract with Aduddell Industries in the amount of \$244,605 for the Expansion Joint Rehabilitation Project at Palm Beach International Airport (PBIA).

Summary: Utilizing the County's competitive bid process, two (2) bids were received on July 17, 2007 for the Expansion Joint Rehabilitation Project at PBIA. Aduddell Industries, the low bidder, has been identified as a responsible/responsive bidder in the amount of \$244,605. The Small Business Enterprise (SBE) Goal for this project was established at 15.00%. Aduddell Industries bid contained 0% SBE participation. **Countywide (JCM)**

Background and Justification: The expansion joint system on the elevated enplaning level roadway was installed in the late 1980's as part of PBIA's Phase 1 Improvement Program. This expansion joint system has deteriorated and failed and is allowing water and debris to enter the joints, thereby no longer serving its intended purpose. The Department's design consultants have recommended that the Department of Airports replace the existing joint seal system in order to prevent damage to the roadway. If the joint seal is not replaced/repaired, extensive and more costly repairs to the ramp deck slab will be required in the near future.

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and SBE Recommendation

Recommended B	Drun Polls	9/12/07
	Department Director	Date
Approved By:	Marie	- Wyo
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of F	iscal Impact:				
Fiscal Years	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>
Capital Expenditures Operating Costs	\$ 244,605				
External Revenues (Grants) Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT	\$ 244,605				
# ADDITIONAL FTE POSITIONS (Cumulative)				-	National Association of the State of the Sta
Is Item Included In Current E Budget Account No.: Fu Re	Budget? Yes <u>)</u> nd <u>4110</u> Depart porting Category	ment <u>121</u>	Unit A0	<u>35-59</u> Ol	oject <u>6211</u>
B. Recommended Source	es of Funds/Sum	mary of Fis	scal Impac	t:	
Approval of this item wi consist of Airport Reve	nues in the amoun	nt of \$244,60	05.	•	sources
C. Departmental Fiscal F	Review:	Mills	<u>iuu.</u>	<u> </u>	
	III. REVIEW CO	<u>MMENTS</u>			
A. OFMB Fiscal and/or C	Contract Dev. and	Control Co	omments:		
B. Legal Sufficiency:	0-1-07 S 9/01/7 /0/2/07 orney	Contract	This Contract review		
C. Other Department Re-	view:				
Department Direct	tor				

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, hereing Industries , hereinafter referred to as the "CONTRAC"	after referred to as the "OWNER" and Aduddell

WITNESSETH:

That the said Contractor having been awarded the contract for:

Expansion Joint Rehabilitation Palm Beach International Airport PALM BEACH COUNTY PROJECT No. PB 07-06

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 2007.
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- Completed Bond, Surety and Insurance Forms, dated _____
- Specifications, dated <u>June 2007</u>.
- General Conditions, dated June 2007.
- Addendum, dated July 9, 2007.
- Drawings, dated <u>April 2007</u>.
- Completed Bid and Attachments, dated <u>July 17, 2007</u>.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Hundred Forty Four Thousand Six Hundred Five and 00/100 Dollars (\$ 244,605.00)** for **Expansion Joint Rehabilitation** 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/Liquidated Damages

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.

Expansion Joint Rehabilitation
Palm Beach International Airport

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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 Small Business Enterprises

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Convicted Vendor List

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.

Expansion Joint Rehabilitation Palm Beach International Airport

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Comptroller	COUNTY: PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:Addie L. Greene, Chairperson
(SEAL)	Addie L. Greene, Chairperson
ATTEST: Doug Brins BY: Secretary	CONTRACTOR Aduddell Restoration & Waterproofing, Inc. BY: Kris Starkey TITLE: Vice President
	(CORPORATE SEAL)
APPROVED TO AS TO TERMS AND CONDITIONS	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By Sen Delly	BY:
Director of Airports	County Attorney

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Expansion Joint Rehabilitation Palm Beach International Airport

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PUBLIC CONSTRUCTION BOND

BOND NUMBER: ASB-2	3040011
BOND AMOUNT: \$244,60	05.00
CONTRACT AMOUNT:	\$244,605.00
CONTRACTOR'S NAME:	Aduddell Restoration & Waterproofing, Inc.
CONTRACTOR'S ADDRESS	7610 Highway 65 NE Fridley, MN 55432
CONTRACTOR'S PHONE:	763-784-8364
SURETY COMPANY:	American Safety Casualty Insurance Company
SURETY'S ADDRESS:	100 Galleria Parkway, S.E. Suite 700 Atlanta, GA 30339
OWNER'S NAME:	PALM BEACH COUNTY
OWNER'S ADDRESS:	301 N. Olive Avenue West Palm Beach, FL 33401
OWNER'S PHONE:	
International Airport. The twel- and departures level structure.	The Work includes, but is not limited to, removal and replacement of approximately 980 linear feet, and replacement with 630 linear feet of ad 350 linear feet of elastomeric membrane joint at the Palm Beach we joints are located at the main terminal, on the entrance and exit bridges Additionally, approximately 350 square feet of spall repair is included in completed at night, with maintenance of traffic requirements detailed on
PRÓJECT LOCATION:	Palm Beach International Airport, Palm Beach County, Florida
LEGAL DESCRIPTION:	Expansion Joint Rehabilitation, Palm Beach International Airport Palm Beach County Project No. PB 07-06
This Bond is issued in favor of Contract.	of the County conditioned on the full and faithful performance of the
Europeion Live D. J. 1997	
Expansion Joint Rehabilitation Palm Beach International Airport	Contract Documents June 2007

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 Two Hundred Forty Four Thousand Six Hundred Five and 00/100 Dollars (\$ 244,605.00) 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 writte County for	n agreement dated	•	200_, entered into a contract with the				
Project Name:	Expansion Joint Rehabili	tation					
Project No.:	PB 07-06						
Project Description: The Work includes, but is not limited to, removal and replacement of twelve expansion joints totaling approximately 980 linear feet, and replacement with 630 linear feet of high strength concrete joint and 350 linear feet of clastomeric membrane joint at the Palm Beach International Airport. The twelve joints are located at the main terminal, on the entrance and exit bridges and departures level structure. Additionally, approximately 350 square feet of spall repair is included in the project. The work shall be completed at night, with maintenance of traffic requirements detailed on the plans.							
Project Location:	Palm Beach International	Airport					
in accordance with Design	gn Criteria Drawings and Sp	occifications pre	pared by				
THE LPA GROUP INCO 2000 Palm Beach Lakes West Palm Beach, Floric 516-686-5130 813-960	Boulevard Suite 600 la 33409		·				
which contract is by rel Contract.	Perence made a part hereof	in its entirety,	and is hereinafter referred to as the				
THE CONDITION OF T	HIS BOND is that if Princip	oal:					
	itract dated, 20 sion Joint Rehabilitation d in the manner prescribed i		ncipal and County for the design and ocing made a part of this bond by and				
prosecution of the work p	provided for in the contract;	teens bear 241	Section 255.05, Florida Statutes, ly or indirectly by Principal in the				
Expansion Joint Rehabilitati Palm Beach International A	on		Contract Documents				
Districtional A	nport CD - 6	of 10	June 2007				

900\800.⁴

(FAX)763 784 8621

AUG-20-2007(MOM) 10:46 Aduddell Industries

- 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 Statues. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statues.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

Soni d. Spussilit	Aduddell Restoration & Waterpro	ofing, Inc.
Witness	Principal	(Seal)
Witness P	Title 14RES STARKEY	VIIE MESTOET
	American Safety Casualty Insuran	ce Company
Countersigned By:	Surety	(Seal)
Mike Marinaro, Floriday Resident Agent	Title Trina Cobb, Attorney in	Fact

Expansion Joint Rehabilitation Palm Beach International Airport

Contract Documents
June 2007



POWER OF ATTORNEY

ASB- 23-04-0011

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make,

TRINA COBB OF JACKSON, MISSISSIPPI

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

THREE MILLION(\$3,000,000.00)DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly anthorized attorney-in-fact or agent; or (iii) when duly by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and affects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

Kanylds Transcription Randolph L. Hutto, Secretary

STATE OF GEORGIA

COUNTY OF COBB

SEA 198

Stephen R. Crim

Stephen R. Crim, President

On this Highth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that he seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

S VOIGE

Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Ohiahoma corporation, DO HEREBY CERTIFY that the foregoing and attached in force.

Signed and Scaled at the City of Atlanta, in the State of Georgia



Dated the

day of

Randown L. Hutto, Secretary

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGIANL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 07-06	date: <u>8/29/07</u>
1. That he/she is the Secretary of ANDELL organized and existing in good standing hereinafter referr following Resolutions are true and correct copies Board of Directors of the Corporation as of the accordance with the laws of the State of the State Articles of Incorporation and the By-laws of the County, a political subdivision of the State of Florida attached hereto, and be it	d correct statements: Language Corporation, a corporation under the laws of the State of red to as the "Corporation", and that the ess of certain Resolutions adopted by the east of Incorporation of the Corporation, the orporation: at certain Agreement between Palm Beach and the Corporation, a copy of which is
of the Corporation, is hereby authorized and instructed to instruments as may be necessary and appropriate for the Corporation.	execute such Agreement and such other
2. That the foregoing resolutions have not been m otherwise changed and remain in full force and effect as of the	nodified, amended, rescinded, revoked or date hereof.
3. That the Corporation is in good standing under the Incorporation if other, and has qualified, if legally required, to the full power and authority to enter into such Agreement.	laws of the State of Florida or its State of do business in the State of Florida and has
IN WITNESS WHEREOF, the undersigned has set he the Corporation the _29_day of _AV6UST, 200_7	nis hand and affixed the Corporate Seal of
Stally Shell (Signature)	laya
STANLEY G. C. (Print Signatory's Nam It's Secretary	GENEGA
	(CORPORATE SEAL)
Expansion Joint Rehabilitation Palm Beach International Airport	Contract Documents June 2007

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June 2007

SWORN	TO	ANI	D SUBSC	RIBED before	ore me	this	s zr day	of A) n,n	net		200_/	by the
Secretary	of	the	aforesaid	corporation	, who	is	personally	known	Q ₀	me	OR	who	produced
Self			_as identif	fication and w	vho did		take an	oath.					

Notary Signature

Ton: Irene Www.sentouil
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: いっぱー og

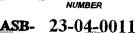


FORM OF GUARANTEE

GUARANTEE FOR						
We hereby, the undersigned, guarantee that the International Airport, Palm Beach County, Florida, we in accordance with the plans and specifications; that the guaranties included in the Contract Documents. We agree with any other adjacent work which may be damaged workmanship or materials within a period of one year Substantial Completion of the above named work by the expense whatsoever to said County of Palm Beach, or excepted.	hich we have constructed and bonded, has been done work constructed will fulfill the requirements of the se to repair or replace any or all of the work, together in so doing, that may prove to be defective in the r from the date of issuance to us of the Notice of County of Palm Beach. State of Florida, without any					
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 S	URETY					
(Seal)	CONTRACTOR Aduddell Restoration & Waterproofing, Inc.					
COUNTERSIGNED RESIDENT AGENT IN FLORIDA:	By: Jan STARKEY (Signature)					
Michael J. Marinaro, Tr. (Scal) Agent	SURETY American Safety Casualty Insurance Company					
By: STATE OF FLORIDA	By: Stura Colh Trina Cobb, Attorney in Fact					
COUNTY OF PALM BEACH						
The foregoing instrument was acknowledged before m who is persone as identification and who	e this day of, 200_ by ally known to me or who has produced did (did not) take an oath.					
Notary Public, State of Florida (Se	e attachment)					
My Commission Expires:	•					
Commission Number:						
Expansion Joint Rehabilitation Palm Beach International Airport CD - 10 c	Contract Documents June 2007					

ACKNOWLEDGEMENT OF SURETY

STATE OF FLORIDA COUNTY OF HILLSBOROUGH
On this day of,, before me personally appeared Michael J. Marinaro, Jr., know to me to be (or proven to me on the basis of satisfactory evidence) the Attorney-in-Fact of AMERICAN SAFETY CASUALTY INSURANCE COMPANY and acknowledged to me that he executed the foregoing instrument.
In witness whereof, I hereto set my hand and official seal to this certificate on the day and year first written above.
Notary Public
(Notary Seal) COLLEEN A. MORRISSEY MY COMMISSION # DD629103 EXPIRES: January 19, 2011 1-80-3-NOTARY FI. Notary Discount Assoc. Co.





POWER OF ATTORNEY

know all men by these presents. constitute and appoints

> TRINA COBB OF JACKSON, MISSISSIPPI

its true and lawful attorney-in-fact, for it and its n ame, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGRES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

THREE MILLION(\$3,000,000.00)DOLLARS***

ey is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Com on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to

ERSOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and scaled (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and scaled (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly have Company to such research for research.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyshap obligations of the Company; and such signature and seal when so used shall have the same force and affects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and

Mld

STATE OF GEORGIA

COUNTY OF COBB

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order. and say that he is the President of



mes 20 m Ruth A. Bankston, Notary Public

Stephen R. Cri

R. Crim. President

I. the undersigned, Secretary of American Sufety Casualty Insurance Comp Power of Attorney remains in full force and has not been revoked; and furthermore any, a Ohlahoma corporation, DO HEREBY CERTIFY that the foregoing and attached re that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now ice Compa

Signed and Scaled at the City of Atlanta, in the State of Georgia

Dated the

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGIANL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by ONB 0348-0046

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

(See reverse 10, past)	C 00,000, 0,000,							
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 2. Status of Federal a. bid/offer/ b. initial aw c. post award c. post award f. loan insurance 4. Name and Address of Reporting Entity: Prime Subawardee Tier , if known:	application ard	3. Report Type:						
Congressional District, if known: 6. Federal Department/Agency:	7. Federal Pr	onal District, if known:						
8. Federal Action Number, if known:		nt, if known:						
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) ** No Lobbying Activities ** (Attach Continuation Shee	different (last name	s Performing Services (including address if from No. 10a) e, first name, NI) if necessary)						
11. Amount of Payment (check all that apply): - \$	a. re b. or c. cc d. cc e. de	expension (check all that apply): etainer etainer etainer etainer etainer fee dmmission entingent fee eferred ther, specify:						
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Nember(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)								
15. Continuation Sheet(s) SF-LLL-A attached: Yes	No							
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.	Signature: Print Name:	Vice President 763-784-8364 Date 8/29/2007						
FEDERAL USE ONLY		Authorized for Local Reproduction Standard Form LLL						

SODUC	CORD,	OLIVIII I	CATE OF LIABI			CSR KB BRENT-3	DATE (MM/DD/YYYY) 08/24/07		
٠٥.	Box 149	3 Agency 90 39215-1490	r	HOLDER.	THIS CERTIFIC	SUED AS A MATTER O RIGHTS UPON THE CATE DOES NOT AM AFFORDED BY THE	ECERTIFICATE		
Phone: 601-960-8200 Fax: 601-208-7484					INSURERS AFFORDING COVERAGE				
				INSURER A:	Zurich US				
	Adud	dell Restorati	on		American Guaran	tee & Liability			
	7610	terproofing, 1 State Highway ley MN 55432	Inc. 7 65 N.E.	INSURER C.					
	Frid	ley MN 55432		INSURER D:					
VE	RAGES			INSURER E:					
AAY F	PERTAIN, THE IES. AGGREC	INSURANCE AFFORDER	DW HAVE BEEN ISSUED TO THE OF ANY CONTRACT OR OTHER DBY THE POLICIES DESCRIBED I Y HAVE BEEN REDUCED BY PAID	DOCUMENT WITH RES	/E FOR THE POLIC PECT TO WHICH T ALL THE TERMS, E	Y PERIOD INDICATED. NOT HIS CERTIFICATE MAY BE EXCLUSIONS AND CONDITI	WITHSTANDING ISSUED OR ONS OF SUCH		
INSF	ED TY	PE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMI	rs		
	GENERAL L					EACH OCCURRENCE	\$ 1000000		
X	7	ERCIAL GENERAL LIABILITY	GLO9140934-00	01/01/07	01/01/08	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 300000		
	CI	AIMS MADE X OCCUR		-	•	MED EXP (Any one person)	\$ 10000		
						PERSONAL & ADV INJURY	\$ 1000000		
	<u> </u>					GENERAL AGGREGATE	\$ 2000000		
	GEN'L AGGE	REGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000		
	POLICY	X PRO- JECT LOC				Emp Ben.	1000000		
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ANY OFF	PROPRIETOR/ICER/MEMBER	PARTNER/EXECUTIVE EXCLUDED?				E.L. EACH ACCIDENT	\$		
f ve	s, describe unde	r				E.L. DISEASE - EA EMPLOYEE	\$		
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Builders Risk BR66014988					07/18/08		_		
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c/o Department of Airports 846 Palm Beach Int'l Airport West Palm Beach FL 33406-1470				IMPOSE NO OBLI	IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIVES. AUTHORIZED REPRESENTATIVE LEW VEGLEY ST.				
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- 4	70		LEKIIFIC	ATE OF LIABILI	<u>TY INSU</u>	RANCE			DATE (MM/DD/YYYY) 8/23/2007		
(405) 691-0016 FAX: (405) 691-0415				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION							
Insurance Agency of Mid America Inc				ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR							
10009 S. Penn, Building E				ALTER TH	E COVERAGE AF	FORDED BY THE	POL	ICIES BELOW.			
		_	x 890300								
	JRED	oma	City OK 73	3189	INSURERS A	FFORDING COVE	RAGE	NA	IC#		
			.		INSURER A: Na	INSURER A: National American Ins.Co. INSURER B:					
			Industries		INSURER B:						
76	100	,	Restoration & Wat	terproofing, Inc.	INSURER C:						
			te Hwy. 65 NE		INSURER D:						
	idle			5432	INSURER E:						
	E POL			W HAVE BEEN ISSUED TO THE INC	unan wasan sa						
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		GE	NERAL LIABILITY				EACH OCCURRENCE		\$		
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence	xe)	\$		
			CLAIMS MADE OCCUR				MED EXP (Any one perso		\$		
							PERSONAL & ADV INJUR	₹Y	\$		
							GENERAL AGGREGATE		\$		
		GEI	N'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP	AGG	\$		
	-	A115									
		AU	TOMOBILE LIABILITY				COMBINED SINGLE LIMI	Т	s		
			ANY AUTO				(Ea accident)		3		
			ALL OWNED AUTOS				BODILY INJURY		s		
			SCHEDULED AUTOS				(Per person)		3		
			HIRED AUTOS				BODILY INJURY		\$		
			NON-OWNED AUTOS				(Per accident)		9		
							PROPERTY DAMAGE (Per accident)		\$		
		GAF	RAGE LIABILITY				AUTO ONLY - EA ACCIDE	ENT	\$		
			ANY AUTO					ACC	s		
							ALITO ONLY:	AGG			
		EXC	ESS/UMBRELLA LIABILITY				EACH OCCURRENCE		\$		
			OCCUR CLAIMS MADE				AGGREGATE		\$		
			!						\$		
			DEDUCTIBLE						\$		
			RETENTION \$						\$		
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	ANY P	ROP	RIETOR/PARTNER/EXECUTIVE IEMBER EXCLUDED?			[E.L. EACH ACCIDENT		s 1,000,000		
	If yes,	descr	ribe under	1W21530122	1/1/2007	1/1/2008	E.L. DISEASE - EA EMPLO	OYEE	\$ 1,000,000		
	SPEC		ROVISIONS below				E.L. DISEASE - POLICY L	IMIT	s 1,000,000		
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Pal.	m Bea	ıch	International Airport								
Cov	erage	is	s subject to the insur	ing agreements, conditions	a & exclusion	s in the malic	s forme		į		
			HOLDER	, , , , , , , , , , , , , , , , , , , ,			y rorms.				
			- : : VLULN		CANCELLATION						
Palm Beach County			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE								
	%Department of Airports					EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL					
	84	16	Palm Beach Interna	ational	30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT						
	Airport				FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE						
	We	est	Palm Beach, FL 3	33406-1470	INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE						
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PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Warren H. Newell
Mary McCarty
Burt Aaronson
Jess R. Santamaria

Pam Beach International Airport

COUNTY ADMINISTRATOR
Robert Weisman

DEPARTMENT OF AIRPORTS

Based on the reviews provided by the Department of Airports Consulting Engineers and the S/DBE Office, it is our intent to award a contract to **Aduddell Industries** for the below listed project:

Palm Beach International Airport Expansion Joint Rehabilitation Palm Beach County Project No. PB 07-6 Department of Airports

Total Base Bid Price:

\$ 244,605.00

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

PALM BEACH COUNTY PARK AIRPORT Lantana NORTH COUNTY GENERAL AVIATION AIRPORT Palm Beach Gardens

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Pahokee

615 CRESCENT EXECUTIVE COURT, SUITE 200 ■ LAKE MARY, FL 32746-2146 407-306-0200 ■ FAX 407-306-0460 ■ COA No. AA-0003054

July 26, 2007

Mr. Gary Sypek
Director of Planning
Palm Beach County Department of Airports
Palm Beach International Airport
Building 846
West Palm Beach, Florida 33406-1491

Subject:

PB 07-06: Palm Beach International Airport Expansion Joint Rehabilitation Bid Tabulation, Review and Recommendation

Dear Mr. Sypek,

As requested, THE LPA GROUP INCORPORATED has reviewed the bids submitted on July 17, 2007 for the subject project. Our review entailed the tabulation of prices bid by each of the bidders for the various items of work listed in Attachment No. 1 of the bid forms. A copy of the tabulation is attached. In addition, we confirmed that all attachments to the bid form were completed and included as part of the bid submittal.

In total, two (2) bids were received for this project. The bidders and the confirmed total amount bid by each bidder are listed below:

	Aduddell Industries, 10150 Highland Manor Dr., Suite 200/ Tampa, FL 33610/ 813.314.2226	Slagter Construction/ 1326 142nd Ave/ Wayland, MI 49348/ 616.877.0020	Engineer's Estimate
TOTAL BASE BID:	\$244,605.00	\$263,250.00	\$328,750.00

Aduddell Industries (dba Aduddell Roofing & Sheet Metal Inc) provided the lowest bid totaling \$244,605.00. Their direct participation for this project is listed as 100%. They also submitted the required documentation in support of their bid. Their resume of prior projects is supportive of their experience with this type of work.

Aduddell Industries is licensed in the state of Florida as a Roofing Contractor, which has the following definition (FL Statute 489.105). This type of work is considered waterproofing.

"Roofing contractor" means a contractor whose services are unlimited in the roofing trade and who has the experience, knowledge, and skill to install, maintain, repair, alter, extend, or design, when not prohibited by law, and use materials and items used in the installation, maintenance, extension, and alteration of all kinds of roofing, waterproofing, and coating, except when coating is not represented to protect, repair, waterproof, stop leaks, or extend the life of the roof.

Based on the aforementioned facts, we recommend that a construction contract be awarded to Aduddell Industries. for the Palm Beach International Airport Expansion Joint Rehabilitation for \$244,065.00, contingent upon Palm Beach County Department of Airports Legal and Minority Affairs review, and availability of funds.

If you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,

THE LPA GROUP INCORPORATED

Mark Jansen, P.E. Project Manager

cc:

Notye Brewington, PBCDOA

Mohsen Mohammadi, LPA (e-mail)

File: TA438208.3a

Enclosures

Palm Beach County Department of Airports Bid Tabulation

Project: PB 07-06- PBI Expansion Joint Rehabilitation

Bid Oper 17-Jul-07				Engineer's Estimate		Aduddell Industries		J. Slagter & Sons Constructio	
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT	EXTENSION
M-1	Mobilization	LS	1	\$25,000	\$25,000	\$31,000.00	\$31,000.00	\$30,000.00	\$30,000.00
TC-1	Traffic Control	LS	1	\$15,000.00	\$15,000	\$17,850.00	\$17,850.00	\$25,000.00	\$25,000.00
J101	Type "A" Joint	LF	630	\$250.00	\$157,500	\$186.00	\$117,180.00		\$88,200.00
J103	Type "B" Joint	LF	350	\$225,00	\$78,750	\$130.00	\$45,500.00		\$58,450.00
J105	Spall Area Repair	SF	350	\$150.00	\$52,500	\$94.50	\$33,075.00	\$176.00	\$61,600.00
		Tot	al Base Bid:		\$328,750		\$244,605.00	*******	\$263,250.00

Aduddell Industries, 10150 Highland Manor Dr., Suite 200/ Tampa, FL 33610/813.314.2226

Slagter Construction/ 1326 142nd Ave/ Wayland, MI 49348/ 616.877.0020

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

TO:

Jerry Allen, Deputy Director Planning/Community Affairs

Date:

7/17/2007

1/1

FROM: Notye Brewington

S/DBE Manager

Project #: PB 07-06

Page/s:

RE:

EXPANSION JOINT REHABLITATION

Consultant:

LPA

Project #:

PB 07-06

Funding:

RFP/Bid Date 7/17/2007

Local

SBE Goal:

15%

Bidders:

Aduddell Industries

10150 Highland Manor Dr. Ste. 200

Tampa, FL 33610

Contact Person: Les Mouzon Telephone: (813) 314-2226

Fax:

(813) 314-227

Email:

Amount:

\$244,605.00

SBE Subcontractor(s):

1 None

Total:

\$0.00

0.00

Bidders:

Slagter Construction 1326 142nd Avenue

Wayland, MI 49348

Contact Person: Briar Slagter Telephone: (616) 877-0020

Fax:

(616) 877-0030

Email:

Amount:

\$263,250.00

SBE Subcontractor(s):

1 None

Total:

\$0.00 0.00%

Comments None of the bidders met the SBE goal.

Notye Brewington, MCA S/DBE MANAGER