

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	\$180,934				
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$180,934				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Budget Account No: Fund 4100 Department 120 Unit 2340 Object 4605
 Reporting Category _____

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

Funds are available in the above referenced account.

C. Departmental Fiscal Review: Michael Simon

III. REVIEW COMMENTS

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

FUNDING FOR THIS ITEM IS AVAILABLE IN THE APPROPRIATIONS UNIT

6-4-08
 OFMB 6/5/08
6-6-08
6/2/08

6/9/08
Contract Dev. and Control
6/9/08

B. Legal Sufficiency:

Assistant County Attorney
6/12/08

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

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

10 Bruce Kelly

Kathy Scarlett - Confirming Order - Drawdy Construction, Inc.

From: Kathy Scarlett
To: Pelly, Bruce V.
Subject: Confirming Order - Drawdy Construction, Inc.

Bruce - Section 2-53(f) of the Purchasing Code authorizes the Construction Departments to "approve alternative source selection for construction related contracts". Section 2-54(f)(4) of the Purchasing Code includes emergency purchases as an alternative source selection. Based upon these provisions, it is my opinion that you have the authority to approve construction related emergency purchases less than \$200,000. Please note that you do not have the authority to approve non-construction related emergency purchases - hey, I like you to be happy, but not tooooo happy.

I realize that these types of emergencies are rare. You may want to process payment be utilizing the Confirming Order form that is used by the Purchasing Department (or something similar). If you need specific information on processing payment, please have Jerry or Mike (or their staff) contact Martie Fields or Tammy Smith.

Based upon this determination, I am sending your original memo and documents back to you.

K

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria


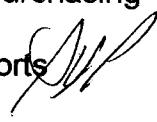
COUNTY ADMINISTRATOR
Robert Weisman

DEPARTMENT OF AIRPORTS



PUR 03MAY 5 PM 4:23

MEMORANDUM

DATE: May 1, 2008
TO: Kathleen Scarlett, Director of Purchasing
FROM:  Bruce V. Pelly, Director of Airports 
RE: **Confirming Order - Drawdy Construction, Inc.
Turnage Blvd. Bridge Repair at PBI**

Attached is one (1) set of contract documents with Drawdy Construction, Inc. for the repair of the L-4 and L-6 bridges on Turnage Blvd. at PBI. An inspection of the bridges indicated deficiency which required the Department of Airports to restrict usage of the bridge by Bus and Truck traffic until the repairs could be completed. The Department of Airports expedited the repairs to bring the bridges back up to design capacity and allow Bus and Truck traffic to resume usage of the bridges. The Department of Airports used the Confirming Order because the delay necessary to comply with all procurement rules, regulations and procedures would be detrimental to the interests, health, safety, or welfare of the County.

The contract documents include insurance and the project budget availability statement. Should you require additional information or documentation, please feel free to contact me at 471-7412.

Attachments

cc: Jerry Allen
Mike Simmons

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

CONTRACT

THIS CONTRACT, made and entered on March 17, 2008, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and DRAWDY CONSTRUCTION CO., INC., hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Turnage Blvd. Bridge Repair
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 08-3**

in accordance with 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:

- Completed Bond, Surety and Insurance Forms, dated March 12, 2008
- Specifications, dated February 19, 2008.
- General Conditions, dated February 19, 2008.
- Drawings, dated January 7, 2008.
- Proposal dated February 13, 2008.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Hundred Eighty Thousand Nine Hundred Thirty-Four Dollars (\$ 180,934.00)** for **Turnage Blvd. Bridge Repair at Palm Beach International Airport**.

The prices named in the Contract 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

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 be substantially complete within 15 Calendar Days with a Final Completion within 30 Calendar Days after the date established for substantial completion.

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.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY: PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: *[Signature]*
County Attorney

BY: *[Signature]*
Bruce V. Pelly, Director of Airports

ATTEST: *Duane Drawdy* CONTRACTOR *James R. Drawdy*

BY: *Duane Drawdy*
Secretary

BY: *James R. Drawdy*

TITLE: *President*

(CORPORATE SEAL)



March 12, 2008

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

Contractor: Drawdy Construction Company, Inc.
Project: Turnage Blvd. Bridge Repair
Bond #: 582570P
Amount: \$180,934.00

Gentlemen:

We have executed the captioned bond(s) on behalf of **Drawdy Construction Company, Inc.** in favor of **Palm Beach County**. Please note that we have not dated the bond(s) or the Power of Attorney. The copy of the contract we received was not dated and as the bond(s) guarantee(s) the contract, they should not be dated prior to the contract.

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

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

Sincerely,
Developers Surety and Indemnity Company

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

Your Leading Bond Team

7217 Benjamin Road, Tampa, FL 33634
813.243.1110 PHONE | 813.243.1109 FAX | contractbonds@prosuregroup.com EMAIL
www.prosuregroup.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 582570P
BOND AMOUNT: \$180,934.00
CONTRACT AMOUNT: \$180,934.00
CONTRACTOR'S NAME: Drawdy Construction Company, Inc.
CONTRACTOR'S ADDRESS: 10201 Lantana Road
Lake Worth, FL 33467
CONTRACTOR'S PHONE: (561) 965-8092
SURETY COMPANY: Developers Surety and Indemnity Company
SURETY'S ADDRESS: 33 6th Street South, Suite 205
St. Petersburg, FL 33701
OWNER'S NAME: PALM BEACH COUNTY
OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach, FL 33401
OWNER'S PHONE:
DESCRIPTION OF WORK: Provide all labor, materials, to repair two bridges (L-4 and L-6) on Turnage Blvd. Includes pressure cleaning, epoxy crack injection, design and installation of carbon fiber reinforcement, painting, and maintenance of traffic.
PROJECT LOCATION: Palm Beach International Airport, Palm Beach County, Florida
LEGAL DESCRIPTION:

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.
KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Hundred Eighty Thousand Nine Hundred Thirty-Four Dollars (\$ 180,934.00) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 200_, entered into a contract with the County for

Project Name: **Turnage Blvd. Bridge Repair**

Project No.: **PB 08-3**

Project Description: **Provide all labor, materials, to repair two bridges (L-4 and L-6) on Turnage Blvd. Includes pressure cleaning, epoxy crack injection, design and installation of carbon fiber reinforcement, painting, and maintenance of traffic.**

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

Bridge Design Associates
1402 Royal Palm Beach Blvd.
Bldg. 200
Royal Palm Beach, FL 33411
561-686-3660 tel
561-791-1995 fax

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 200_ between Principal and County for the design and construction of Turnage Blvd. Bridge Repair at Palm Beach International Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

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

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

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

Mary A. Merlul
Witness

Donald D. Prang
Witness

Drawdy Construction Company, Inc.
Principal (Seal)

Quane Drawdy
Title V.P.

Developers Surety and Indemnity Company
Surety (Seal)

David B. Shick
Title David B. Shick, Attorney-In-Fact and Florida Resident Agent

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

KNOW ALL MEN BY THESE PRESENTS, that as except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, do each, hereby make, constitute and appoint:

David B. Shick

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

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

RESOLVED, that the chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY have severally caused these presents to be signed by their respective Vice President and attested by their respective Assistant Secretary this January 1st, 2008.

By: *SV Pate*
Stephen T. Pate, Senior Vice President

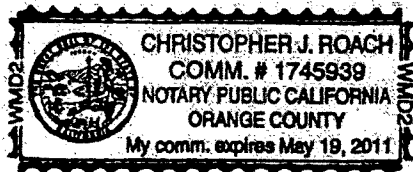
By: *Charles L. Day*
Charles L. Day, Assistant Secretary



State of California
County of Orange

On January 1st, 2008 before me, Christopher J. Roach, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen T. Pate and Charles L. Day
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature *Christopher J. Roach*
Christopher J. Roach

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, the _____ day of _____

By: *Albert Hillebrand*
Albert Hillebrand, Assistant Secretary

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 08-3

DATE: 3/12/08

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

1. That he/she is the Secretary of Drawdy Construction Co., Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the day of , 200 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

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

FURTHER RESOLVED, that James R. Drawdy the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 12th day of March, 2008.

Duane Drawdy
(Signature)

Duane Drawdy
(Print Signatory's Name)
It's Secretary

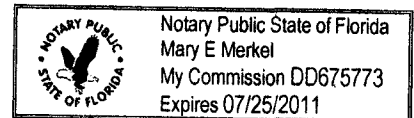
(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 12th day of March, 2008 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did NOT take an oath.

Mary E. Merkel
Notary Signature

MARY E. MERKEL
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:





March 18, 2008

To: Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33406

For: Turnage Blvd. Bridge Repair

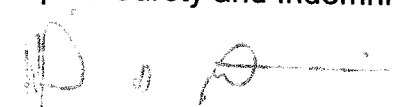
Be advised that Developers Surety and Indemnity Company intends to issue a one year guarantee for the above mentioned performance and payment bond for all work and materials furnished under the contract.

This guarantee bond is to take effect upon the completion date of the contract.

Any arrangements for the bond required by the contract is a matter between the Contractor and ourselves.

We are on the Federal Register, Department of the Treasury, Fiscal Service, as a company holding a Certificate of Authority as an acceptable Surety on federal bonds in the State of Florida.

Developers Surety and Indemnity Company

By:  (seal)
David B. Shick, Attorney-In-Fact

FORM OF GUARANTEE

GUARANTEE FOR _____

We hereby, the undersigned, guarantee that the **Turnage Blvd. Bridge Repair Project at Palm Beach International Airport**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal) CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: _____
(Signature)

(Seal) Agent SURETY

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

SCHEDULE 1

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS

PBIA

PROJECT NAME: Turnage Blvd. Bridge Repair PROJECT NO. PB 08-3

NAME OF PRIME BIDDER: _____ ADDRESS 10201 Lantana Road, Lake Worth, FL 33449

CONTACT PERSON: Duane Drawdy PHONE NO: 561-965-8092 FAX NO: 561-965-9201

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)
<u>Drawdy Construction 10201 Lantana Rd. LAKE WORTH, FL 33449 561-965-8092</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ <u>121,933.75</u>	
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 \$ 180,933.75

Total Value of SBE Participation \$ 121,933.75

- 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 MWBE. If firms are certified as both an SBE and MWBE, please indicate the dollar amount under the appropriate category.
 3. MWBE information is being collected for tracking purposes only.

**PALM BEACH COUNTY
OFFICE OF SMALL BUSINESS ASSISTANCE**

CERTIFIES THAT

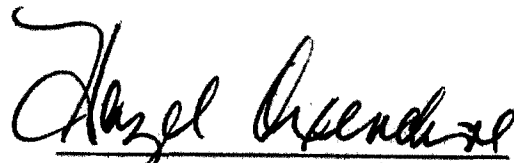
DRAWDY CONSTRUCTION CO. INC.

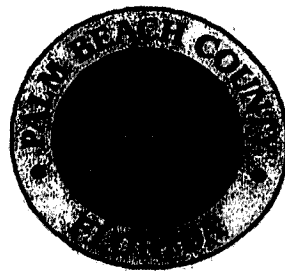
VENDOR #DRAW0005

is a Small Business Enterprise as prescribed by Section 2-80.21 - 2-80.24 of the Palm Beach County Code for a three year period from April 5, 2005 to April 4, 2008.

The following Services and/or Products are covered under this certification:

Marine Contractor


Hazel Oxendine, Director



Palm Beach County Board of County Commissioners

Tony Masilotti, Chairman
Addie L. Greene, Vice Chairperson
Karen T. Marcus
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson

County Administrator

Robert Weisman
Deputy County Administration
Verdenia C. Baker

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p><i>No Lobbying Activities</i></p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>- \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p>	<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes <input checked="" type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: <u>Duane Drawdy</u> Print Name: <u>Duane Drawdy</u> Title: <u>V.P.</u> Telephone No: <u>571-965-8092</u> Date: <u>3/12/08</u></p>	
<p>FEDERAL USE ONLY</p>	<p>Authorized for Local Reproduction Standard Form LLL</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

**Budget Availability Statement
Department of Airports**

DATE: February 28, 2008

TO: Jerry L. Allen, AAE
Deputy Director

FROM: Fred Passelli
Airport Fiscal Manager

RE: DRAWDY CONSTRUCTION CO., INC.
Turnage Blvd. Bridge Repair Project at PBIA
Project No. PB 08-3

CC: File

Please be advised that funds are available in the amount of \$ 180,934.00 in

Account # 7100 - 120 - 2340 - 4605 for Construction Services to be

provided by Drawdy Construction Co., Inc. for the Turnage Blvd. Bridge Repair

project at Palm Beach International Airport. Backup is attached.



Fred Passelli

3-4-08
(Dated)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2008

PRODUCER (561)278-0448 FAX (561)278-2391
Weekes & Callaway, Inc.
777 East Atlantic Ave. Ste 300
Delray Beach, FL 33483
John Didonato:ks

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

INSURED Drawdy Construction Co., Inc.
10201 Lantana Road
Lake Worth, FL 33467

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co. of CT	25682
INSURER B: Ins. Co. State of Pennsylvania	19429
INSURER C: Travelers Prop & Casualty America	25674
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	DTC01425C489TCT08	01/14/2008	01/14/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comprehensive Collision	DT810819X8065TIL08	01/14/2008	01/14/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	DTSMCUP819X8065TIL08	01/14/2008	01/14/2009	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
					\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2950395	06/14/2007	06/14/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Inland Marine	QT6600561C35A-08	01/14/2008	01/14/2009	Scheduled Equipment \$216,721
					Unscheduled Equipment \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Turnage Blvd. Bridge Repair Project at PBIA, Project No. PB08-3. The 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 respects to General Liability when required by written contract as per the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
c/o Department of Airports
Attn: Jerry L. Allen
846 Palm Beach Int'l Airport
West Palm Beach, FL 33408-1470

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John Didonato

IMPORTANT

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

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

DISCLAIMER

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