

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


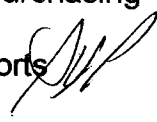
COUNTY ADMINISTRATOR
Robert Weisman

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. Merlino
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