

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	<u>\$28,800</u>	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	<u>\$28,800</u>	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes No
 Budget Acct No.: Fund 1201 Dept. 363 Unit R001 Object 4606
 Program _____

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

County Transportation Trust Fund
 Culvert Replacement
 Repair/Maint-Roads,Bridges,Row

C. Departmental Fiscal Review: adwillhite

III. REVIEW COMMENTS

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

Mo Gill 6/11/09
 OFMB
 6/11/09
 SP 6/3/09

Dr. J. Jacobson 6/11/09
 Contract Dev. and Control
 6/11/09

B. Approved as to Form and Legal Sufficiency:

Mark R. [Signature]
 Assistant County Attorney

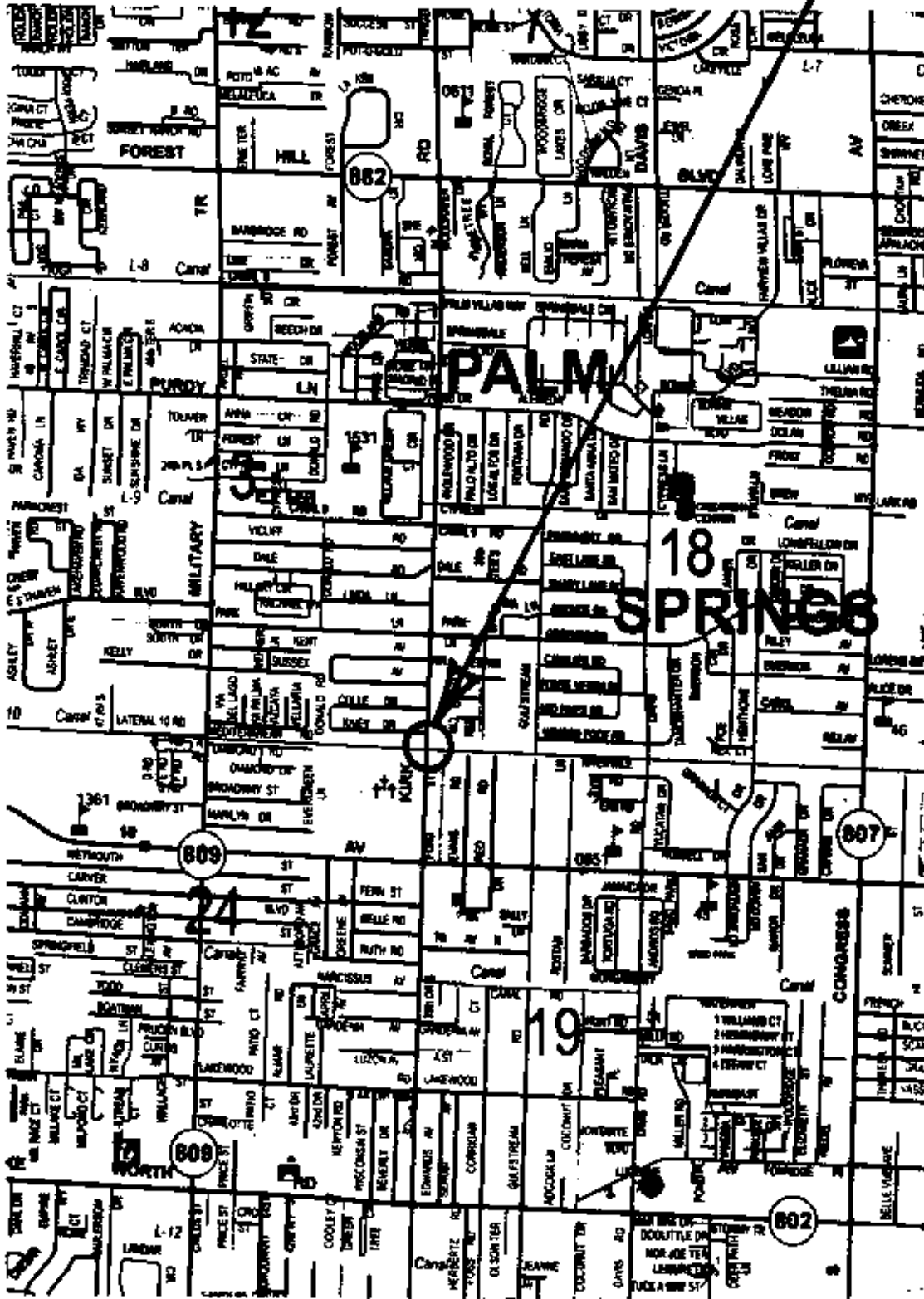
This Piggyback contract complies with our piggy-back review requirements. We did not have the opportunity to review the Volusia County contracts.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

PROJECT LOCATION
KIRK ROAD @ L-10 CANAL
PROJECT NO. 2009057



LOCATION SKETCH

CONTRACT

THIS CONTRACT, made and entered into _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LANZO LINING SERVICES, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

That the said Contractor is being awarded the contract for the:

Stormsewer Lining Services
Kirk Road at LWDD L-10 Canal
Palm Beach County Project No. 2009057

In accordance with the annual Stormwater and Sanitary Sewer Line Services Contract 08-B-57KW (Group III) awarded to the Contractor by Volusia County, Florida, commencing on November 6, 2008 and being effective for five years. The terms of said contract are hereby incorporated by reference 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 County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to Volusia County in Contract 08-B-57KW, shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Twenty-eight Thousand Eight Hundred Dollars (\$28,800.00). The prices named in the Contract are for the completed work 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 County. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be thirty (30) calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed issued by the County.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day, month and year written. The Contractor represents that it is authorized to execute this Contract on behalf of itself and its Surety.

ATTEST:
Sharon R. Brock
Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

County Attorney

Charles Rick
Engineering

ATTEST:

CONTRACTOR
Lanzo Lining Services, Inc.

[Signature]
(signature)

By: Matthew P. Till
(signatory)

Kevin Pambucki, Asst Secy
(print name & title)

Matthew P. Till, Asst Secy 5/15/09
(print signatory's name, title & date)

(Corporate Seal)

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 6644100

BOND AMOUNT: _____

CONTRACT AMOUNT: \$28,800.00

CONTRACTOR'S NAME: Lanzo Lining Services, Inc.

CONTRACTOR'S ADDRESS: 125 SE 5th Court
Deerfield Beach, FL 33441

CONTRACTOR'S PHONE: 954-973-9700

SURETY COMPANY: Safeco Insurance Company of America

SURETY'S ADDRESS: 1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: 561-684-4070

DESCRIPTION OF WORK: Stormsewer Lining

PROJECT LOCATION: N/A

LEGAL DESCRIPTION: N/A

PUBLIC CONSTRUCTION BOND

Bond No. 6644100

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

Twenty Eight Thousand Eight Hundred and 00/100 Dollars (\$28,800.00)

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: Kirk Road @ LWDD L-10 Canal
Project No.: 2009057
Project Description: Stormsewer Lining
Project Location: N/A

in accordance with Design Criteria Drawings and Specifications prepared by:


NAME OF ENGINEERING/ARCHITECTURAL FIRM: N/A
LOCATION OF FIRM
PHONE
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 _____, between Principal and County for stormsewer lining, 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 coverage 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.

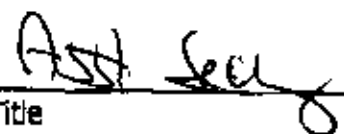


 Witness



 Witness


 Lanzo Lining Services, Inc.
 Principal (Seal)



 Title

Safeco Insurance Company of America
 Surety (Seal)



 Title: Kristyn M. Langbeen, Attorney-in-Fact



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 12639

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

LINDA L. AUSTIN; ANNE M. BARICK; MICHELLE K. BUECHEL; T. R. GUY; ROBERT D. HEUER; PAUL M. HURLEY; C. A. JOHNSON; MARGARET M. KOHLOFF; KRISTYN M. LANGBEEN; MICHAEL D. LECHNER; Troy, Michigan

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof.

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this day of 2009



Dexter R. Legg

Dexter R. Legg, Secretary

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/22/2009

PRODUCER (248) 519-1400
Guy Hurley Blaser and Neuser, LLC
1080 Kirts Blvd., Suite 500

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.

Troy MI 48064

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER: Continental Casualty Ins 20443

Lanzo Lining Services, Inc. - FL
125 E East 5th Court

INSURER: Valley Forge Ins. Co. 20508

Deerfield Beach FL 33441

INSURER: Nat'l Fire Ins of Hartford 19682

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.

LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	2076306810	12/31/2008	12/31/2009	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input checked="" type="checkbox"/> NCD Coverage Incl				<input checked="" type="checkbox"/> Contractual Liab	MED EXP (Per occ per pers) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000	
					PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY	208853014	12/31/2008	12/31/2009	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				<input checked="" type="checkbox"/> HIRED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$	
					OTHER THAN AUTO ONLY: EA ACC \$	
					AGG \$	
A	UMBRELLA LIABILITY	2095495519	12/31/2008	12/31/2009	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DEDUCTIBLE				\$	
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$	
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	2088534812	12/31/2008	12/31/2009	<input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/DIRECTOR/OFFICER/EMBER EXCLUDED?				EL EACH ACCIDENT \$ 1,000,000	
	if yes, describe under SPECIAL PROVISIONS page				EL COVERAGE - EA EMPLOYEE \$ 1,000,000	
	OTHER				EL COVERAGE - POLICY LIMIT \$ 1,000,000	
A	Contractor's Equip	45462226	12/31/2008	12/31/2009	Leased/Rented Equipment \$350,000	
					Deductible \$5000	

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Project: #2009057 Kirk Road at L-10 Canal.
 Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its officers, and agents are Additional Insured's for General Liability and Umbrella Liability arising out of this project.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
Engineering & Public Works Dept
Engineering Services Division
2300 N. Joy Road 3rd Floor
West Palm Beach, FL 33411

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

AUTHORIZED REPRESENTATIVE

Paul M. Neuser