

CONTRACT

THIS CONTRACT, made and entered on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and **COMMUNITY ASPHALT CORP.** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Exit Taxiway C4
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 12-3**

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 January 2012.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated January 2012.
- General Provisions, dated January 2012.
- Special Provisions, dated January 2012.
- Addendum No. 1, dated February 27, 2012.
- Addendum No. 2, dated March 1, 2012.
- Drawings, dated January 2012.
- Completed Bid and Attachments, dated March 6, 2012.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Million Five Hundred Twenty Three Thousand One Hundred Eighty Two and 55/100 Dollars (\$ 2,523,182.55)** (Total Base Bid) for **Exit Taxiway C4 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.

Exit Taxiway C4
Palm Beach International Airport

Contract
January 2012

CD - 1 of 10

Attachment # /

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.

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".

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.

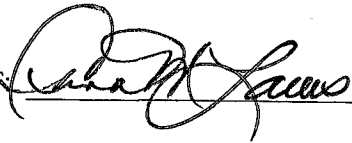
ATTEST: SHARON R. BOCK, Clerk &
Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Shelley Vana, Chair

(SEAL)

ATTEST:  _____

CONTRACTOR  _____

BY: Tina M. Laws
Assistant Secretary

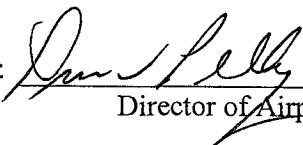
BY: John Morris

TITLE: President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY:  _____
Director of Airports

BY: _____
County Attorney

This page intentionally left blank



*Aon Risk Services
Construction Services Group*

March 27, 2012

Palm Beach County, Department of Airports
846 Palm Beach International Drive
West Palm Beach, FL 33406

Re: Community Asphalt Corp.
Project Project No. PB 12-3 Exit Taxiway C4
Bond Nos. 105731989 (Travelers), CMB09027742(F&D), 015035819 (Liberty)
Bond Amount: \$2,523,182.55

To Whom It May Concern:

As bonding agents for Community Asphalt Corp., we have prepared and executed performance and payment bonds required for the above captioned project. Since the contract date is not available at this time, we have not inserted the contract date or bond date.

Please accept this letter as our consent for you to insert the contract date and bond date on these bonds and powers of attorney. Please note, once the contract date is determined the bonds and powers of attorney should be dated the same date or later then the date of the contract. Once this date is inserted we will need a copy of the bond for our file and for delivery to the bonding company.

Sincerely,

Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company

Joseph M. Pietrangelo
Attorney-In-Fact
FL Resident Agent

Aon Risk Services, Inc. of Florida
1001 Brickell Bay Drive • Miami, FL 33131
tel: (305)961-6016 • fax (305) 372-8087

PUBLIC CONSTRUCTION BOND

BOND NUMBER: Travelers: 105731989, F&D: CMB09027742, Liberty: 015035819

BOND AMOUNT: \$2,523,182.55

CONTRACT AMOUNT: \$2,523,182.55

CONTRACTOR'S NAME: Community Asphalt Corp.

CONTRACTOR'S ADDRESS: 7795 Hooper Road
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561) 790-6467
Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland,
Liberty Mutual Insurance Company

SURETY COMPANY:

SURETY'S ADDRESS: Travelers: One Tower Square, Hartford, CT 06183
F&D: 1400 American Lane, Schaumburg, IL 60196
Liberty: 175 Berkley Street, Boston, MA 02116

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 846 Palm Beach International Airport
West Palm Beach, FL 33406

OWNER'S PHONE: _____

DESCRIPTION OF WORK: Project No. PB 12-3
Exit Taxiway C4- Runway Rehabilitation

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

Exit Taxiway C4
Palm Beach International Airport

Contract
January 2012

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Two Million Five Hundred Twenty Three Thousand One Hundred Eighty Two and 55/100 Dollars (\$2,523,182.55) (Total Base Bid)** 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 _____, 20__, entered into a contract with the County for

Project Name: **Exit Taxiway C4**

Project No.: **PB 12-3**

Project Description: The removal and reconstruction of the existing Taxiway "C4" which connects Runway 10L - 28R to Taxiway "C" at Palm Beach International Airport. The project will require complete reconstruction of the pavement by modifying to 5" asphalt, 16" Lime rock base and 12" of stabilized sub grade. FAA edge lighting and lighted guide signs included.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INCORPORATED

A Unit of Michael Baker Corporation

1320 Executive Center Drive

Atkins Building, Suite 100

Tallahassee, Florida 32301

(850) 205-0460 / (850) 205-0461

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 _____, 20__ between Principal and County for the construction of **Exit Taxiway C4 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

Exit Taxiway C4
Palm Beach International Airport

Contract
January 2012

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.

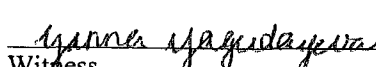
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness

Community Asphalt Corp. 

Principal (Seal)



Witness

John Morris, President

Title
Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Liberty Mutual Insurance Company

Surety (Seal)



Title Joseph M. Pietrangelo, Attorney-In-Fact FL Resident Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224611

Certificate No. 004707845

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph M. Pietrangelo, and Claudette Alexander Hunt

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of January, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

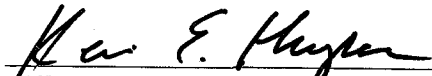
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20 ____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Claudette ALEXANDER, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE, Joseph M. PIETRANGELO, dated July 1, 2008.

The said Assistant Secretary, does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 2nd day of September, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 2nd day of September, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **JOSEPH M. PIETRANGELO, CLAUDETTE ALEXANDER HUNT, CAROLINE K. LAMARRE, ALL OF THE CITY OF MIAMI, STATE OF FLORIDA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in the penal sum not exceeding **SEVENTY MILLION AND 00/100***** DOLLARS (\$ 70,000,000.00*****)** each, including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 5th day of December, 2011

LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of December, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____

By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 12-3

DATE: 4/3/2012

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

1. That he/she is the ~~Secretary~~ ^{Assistant} of Community Asphalt 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 18 day of July, 2012 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 John Morris 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 3 day of April, 2012.



(Signature)

Tina M. LAWS

(Print, Signatory's Name)

~~Assistant~~
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 3 day of April, 2012 by the Secretary Assistant of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did take an oath.

Maureen Merrick
Notary Signature

Maureen F Merrick

Print Notary Name
NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC-STATE OF FLORIDA
Maureen F Merrick
Commission #DD963036
Expires: FEB. 18, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

My Commission Expires: 2-18-2014



**Community
Asphalt**

OHL Group

March 27, 2012

Corporate:
9725 NW 117 Avenue
Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

**RE: Exit Taxiway C4
Palm Beach International Airport
Palm Beach County Project No PB 12-3**

Miami:
14005 NW 186th Street
Hialeah, FL 33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

West Palm Beach:
7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Vero Beach:
5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

Certified General Contractor
License Number: CG C011475
www.cacorp.net

Community Asphalt Corp. hereby guarantee that upon substantial completion of the above referenced project we shall sign the contract document known as "Form of Guarantee" (page CD-10 of 10) which provides for the one (1) year warranty from the date of issuance to us of the Notice of Substantial Completion of the above named work

This warranty provides for the repair, replacement of any or all of the work, together with any other adjacent work which may be damaged in doing so, that may prove defective in the workmanship or materials. This warranty work shall be done without any expense whatsoever to Palm Beach County with ordinary wear and tear and unusual abuse or neglect excepted.

*John Morris
President*

4/3/2012
Date

FORM OF GUARANTEE

GUARANTEE FOR Exit Taxiway C4 at Palm Beach International Airport

We, the undersigned, hereby guarantee that the **Exit Taxiway C4 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 _____, 20__ 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: _____

Exit Taxiway C4
Palm Beach International Airport

Contract
January 2012

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 checked="" type="checkbox"/> A <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 checked="" type="checkbox"/> C <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 checked="" type="checkbox"/> A <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 checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Community Asphalt Corp. 7795 Hooper Rd West Palm Beach, FL 33411 Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> <p>N/A</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: \$2,583,182.55</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>None</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p> <p>None</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>-\$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned</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 N/A value _____</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: N/A</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>No lobbying done</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> 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>[Signature]</u> Print Name: <u>John Morris</u> Title: <u>President</u> Telephone No: <u>(561) 940-6467</u> date <u>4/3/2012</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 _____

Authorized for Local Reproduction

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS

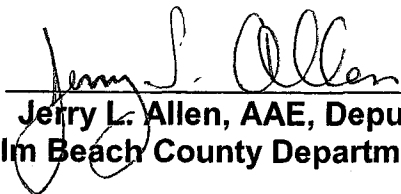


Based on the reviews provided by the Department of Airports Consulting Engineers and the S/DBE Office, it is our intent to award a contract to **Community Asphalt Corporation** for the below listed project:

(Posted)

**Exit Taxiway C4
Palm Beach International Airport
Palm Beach County Project No. PB 12-3
Department of Airports**

TOTAL BID AMOUNT, BASE BID: \$2,523,182.55


**Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports**

(Removed)

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7412 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

Attachment # 2

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

March 12, 2012

Subject: **PBC 12-3: EXIT TAXIWAYS C4**
Bid Tabulation, Review and Recommendation

Dear Mr. Sypek,

As requested, THE LPA GROUP INCORPORATED has reviewed the bids submitted on March 6th, 2012 for the subject project. The project had a total of three bidders, whose bids were evaluated by our office for responsiveness to the RFP. The bid price forms submitted by each were evaluated in the attached bid tabulation; the results summarized below (engineers estimate \$3,100,945.50):

Bidder	Total Bid
Community Asphalt Corp.	\$2,523,182.55
Ranger Construction Industries, Inc.	*\$2,860,354.00
J.W. Cheatham, LLC.	\$3,165,268.50

Community Asphalt Corp (CAC) has the lowest bid. Listed below are some details of their bid:

- o CAC operates out of West Palm Beach, has been in business for 31 years, has a \$3.125B bonding capacity, and has provided a listing of experience for a significant number of projects over the last several years.
- o 51% of the work is proposed to be self performed including project management, demolition, grading, earthwork, base preparation, asphalt paving, and maintenance of air operations area.
- o There does not appear to be any unbalanced unit prices in their bid.

23% of the work is proposed to be performed by non DBE subcontractors. Planned usage of DBE subconsultants amounts to **4.6%** of the total bid amount. This does not meet the bid goal of 17%, but a Statement of Good Faith Efforts to Achieve DBE Goal Form was provided. The following subcontractors are listed in their bid, DBE firms indicated with an asterisk*:

Subcontractors	Amount	Items of Work
Johnson-Davis Inc	\$170,324.00	Drainage
On-Power Energy	\$423,047.00	Electrical/ Lighting
Nature's Keeper*	\$91,372.53	Erosion Control/ Sodding
Roberts Traffic Marking*	\$25,210.25	Paint Markings

Community Asphalt Corp. submitted a signed bid, acknowledged the addenda, provided a bid bond and submitted all required forms at the time of submittal with the exception of two attachments that were issued in Addendum #1. The two attachments issued in Addendum #1 included: *Milestone and Damages (Attachment #2)* and *List of Proposed DBE Firms (Attachment #8)*. CAC submitted the original pages instead of the ones provided by addendum. However, they did properly acknowledge receipt of both addendums and issued the attached letter (dated March 9) as a clarification. The Department of Airports may consider this a minor oversight and accept the late submittal of this of this form. With this as the only exception, the bid may be considered responsive.

Based on the aforementioned evaluation, The LPA Group Incorporated recommends a construction contract be awarded to **Community Asphalt Corp.** in the amount of **\$2,523,182.55**. This recommendation is contingent upon S/DBE office review, and County Commission approval.

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

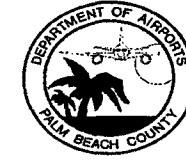


Doug Hambrecht, P.E.
Project Manager

4 Attachments (7 pages total): Bib Tabulation (3), letter Community Asphalt (1 page), signed Bid Form Attachment #2 (2 pages), Bid Form checklist (1 page)

cc: PBCDOA- Cynthia Portnoy; LPA- Ryan Forney Mark Kistler, Ryan Hounshell,
File: 122585.3a

**Bid Tabulation for
PALM BEACH INTERNATIONAL AIRPORT
Exit Taxiway C4**



Bid #: PB 12-3
FDOT FIN #: 427916-1-94-01
Bid Opened: March 6, 2012

Base Contract Bid				Engineer's Estimate		Community Asphalt Corporation		Ranger Construction Ind., Inc.		J.W. Cheatham, LLC.		
Item	Pay Item Number	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	01000	Mobilization	1	LS	\$160,000.00	\$160,000.00	\$55,000.00	\$55,000.00	\$154,000.00	\$154,000.00	\$273,800.00	\$273,800.00
2	---	Allowance 1: L-852G, LED Runway flush mount guard lights. Includes 33 L-852G, LED, Style 2 in pavement fixture with control sequencing module. All costs associated with delivery, taxes, labor and etc shall be inclusive to the line item for installation.	1	LS	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00
3	02000	Construction Layout and Topographic As-built Survey	1	LS	\$45,000.00	\$45,000.00	\$11,000.00	\$11,000.00	\$43,900.00	\$43,900.00	\$68,340.00	\$68,340.00
4	1030	Maintenance of Air Operations Area Traffic	1	LS	\$175,000.00	\$175,000.00	\$210,000.00	\$210,000.00	\$60,300.00	\$60,300.00	\$182,243.00	\$182,243.00
5	L-111	Provide Two (2) Lighted Portable Runway Closure Markers	60	DAYS	\$300.00	\$18,000.00	\$229.00	\$13,740.00	\$291.00	\$17,460.00	\$320.00	\$19,200.00
6	P-151	Clearing and Grubbing	14.2	Acre	\$3,000.00	\$42,600.00	\$806.00	\$11,445.20	\$843.00	\$11,970.60	\$660.00	\$9,372.00
7	S-140-1	Remove Existing Asphalt Pavement	10060	SY	\$4.00	\$40,240.00	\$3.20	\$32,192.00	\$4.70	\$47,282.00	\$3.05	\$30,683.00
8	S-140-2	Remove Existing Storm Drainage Pipe	137	LF	\$14.00	\$1,918.00	\$20.60	\$2,822.20	\$20.60	\$2,822.20	\$21.00	\$2,877.00
9	S-140-3	Remove Existing Storm Drainage Structures	3	EA	\$550.00	\$1,650.00	\$412.00	\$1,236.00	\$571.00	\$1,713.00	\$416.00	\$1,248.00
10	S-150	Erosion Control	1	LS	\$30,000.00	\$30,000.00	\$2,710.00	\$2,710.00	\$44,900.00	\$44,900.00	\$60,530.00	\$60,530.00
11	S-180	Asphalt Pavement Milling (2" uniform depth)	4845	SY	\$4.00	\$19,380.00	\$3.70	\$17,926.50	\$2.10	\$10,174.50	\$1.50	\$7,267.50
12	S-190	Pavement Marking Removal	1300	SF	\$3.50	\$4,550.00	\$1.70	\$2,210.00	\$1.80	\$2,340.00	\$1.70	\$2,210.00
13	P-152-1	Unclassified Excavation	16700	CY	\$7.00	\$116,900.00	\$4.80	\$80,160.00	\$8.30	\$138,610.00	\$3.46	\$57,782.00
14	P-152-2	Unsuitable Excavation- (include backfill)	750	CY	\$13.00	\$9,750.00	\$11.50	\$8,625.00	\$16.60	\$12,450.00	\$8.15	\$6,112.50
15	P-160	Stabilized Subgrade	10700	SY	\$6.00	\$64,200.00	\$5.50	\$58,850.00	\$9.70	\$103,790.00	\$9.50	\$101,650.00
16	P-211-1	Limerock Base Course (10" Uniform)	14815	SY	\$15.00	\$222,225.00	\$15.00	\$222,225.00	\$14.30	\$211,854.50 *	\$21.65	\$320,744.75
17	P-211-2	Limerock Base Course (16" Uniform)	11650	SY	\$20.00	\$233,000.00	\$22.60	\$263,290.00	\$19.30	\$224,845.00	\$29.95	\$348,917.50
18	P-211-3	Limerock Base Course from existing taxiway C4 to be used for new 10" uniform depth shoulders	6100	SY	\$13.00	\$79,300.00	\$6.80	\$41,480.00	\$3.20	\$19,520.00	\$7.65	\$46,665.00
19	P-401-1	Bituminous Surface Course	5065	TON	\$110.00	\$557,150.00	\$91.00	\$460,915.00	\$120.00	\$607,800.00	\$104.00	\$526,760.00
20	P-401-2	Bituminous Binder Course	1830	TON	\$100.00	\$183,000.00	\$91.70	\$167,811.00	\$111.00	\$203,130.00	\$104.00	\$190,320.00
21	P-602	Bituminous Prime Coat	11200	GAL	\$2.00	\$22,400.00	\$3.40	\$38,080.00	\$2.80	\$31,360.00	\$4.00	\$44,800.00
22	P-603	Bituminous Tack Coat	1540	GAL	\$2.50	\$3,850.00	\$3.00	\$4,620.00	\$5.80	\$8,932.00	\$4.00	\$6,160.00
23	P-620-1	Pavement Markings (Reflective)	15465	SF	\$1.50	\$23,197.50	\$1.15	\$17,784.75	\$1.20	\$18,558.00	\$1.15	\$17,784.75
24	P-620-2	Pavement Markings (Non-Reflective Black)	13450	SF	\$1.00	\$13,450.00	\$0.46	\$6,187.00	\$0.50	\$6,725.00	\$0.50	\$6,725.00
25	D-701	Reinforced Concrete Pipe (24"- Class V)	312	LF	\$80.00	\$24,960.00	\$82.50	\$25,740.00	\$74.50	\$23,244.00	\$84.00	\$26,208.00
26	D-705	Exfiltration Trench	502	LF	\$150.00	\$75,300.00	\$115.00	\$57,730.00	\$120.00	\$60,240.00	\$116.50	\$58,483.00
27	D-751	Drainage Structures (Type G Inlet, J Bottom with Sump)	11	EA	\$8,000.00	\$88,000.00	\$7,420.00	\$81,620.00	\$6,740.00	\$74,140.00	\$7,488.00	\$82,368.00
28	T-904	Sodding	58000	SY	\$2.00	\$116,000.00	\$2.10	\$121,800.00	\$1.70	\$98,600.00	\$2.20	\$127,600.00
29	T-905-1	Topsailing- 2" uniform (Obtained on site or removed from stockpile)	58000	SY	\$1.25	\$72,500.00	\$0.20	\$11,600.00	\$0.40	\$23,200.00	\$0.56	\$32,480.00
30	FDOT 524-1-002	4" Concrete for Paved Ditch Overflow	58	SY	\$75.00	\$4,350.00	\$124.00	\$7,192.00	\$65.90	\$3,822.20	\$50.00	\$2,900.00
31	L-108-1	Hand excavate minimum 8" Wide x 28" Deep in earth	250	LF	\$12.00	\$3,000.00	\$9.30	\$2,325.00	\$11.00	\$2,750.00	\$9.36	\$2,340.00
32	L-108-2	Hand excavate minimum 18" Wide x 36" Deep in earth	250	LF	\$18.00	\$4,500.00	\$21.70	\$5,425.00	\$24.20	\$6,050.00	\$22.00	\$5,500.00
33	L-108-3	3/4" x 20' ground rods connected to counterpoise/guard wire	25	EA	\$120.00	\$3,000.00	\$145.00	\$3,625.00	\$170.00	\$4,250.00	\$149.00	\$3,725.00
34	L-108-4	10' additional ground rod sections	10	EA	\$90.00	\$900.00	\$72.20	\$722.00	\$93.30	\$933.00	\$74.00	\$740.00
35	L-108-5	#6 bare AWG counterpoise conductor installed in trench not parallel to edge of pavement	9700	LF	\$1.25	\$12,125.00	\$0.77	\$7,469.00	\$1.40	\$13,580.00	\$0.83	\$8,051.00
36	L-108-6	#8, 5KV, L-824 conductor installed in new and existing conduit/ductbank/manhole system	22500	LF	\$1.50	\$33,750.00	\$1.10	\$24,750.00	\$1.30	\$29,250.00	\$1.20	\$27,000.00
37	L-110-1	One 2" schedule 40 PVC conduit direct buried in earth/new paved shoulder complete in place	7700	LF	\$5.00	\$38,500.00	\$2.00	\$15,400.00	\$3.80	\$29,260.00	\$2.08	\$16,016.00

Base Contract Bid				Engineer's Estimate		Community Asphalt Corporation		Ranger Construction Ind., Inc.		J.W. Cheatham, LLC.		
38	L-110-2	One 4" schedule 40 PVC schedule 40 PVC conduit direct buried in earth/new paved shoulder complete in place	1100	LF	\$9.00	\$9,900.00	\$5.20	\$5,720.00	\$6.40	\$7,040.00	\$5.36	\$5,896.00
39	L-110-3	One 2" schedule 40 PVC conduit installed in new full strength pavement complete in place	1050	LF	\$17.00	\$17,850.00	\$17.90	\$18,795.00	\$11.00	\$11,550.00	\$18.25	\$19,162.50
40	L-110-4	One 4" schedule 40 PVC conduit installed in new full strength pavement complete in place	1000	LF	\$23.00	\$23,000.00	\$22.90	\$22,900.00	\$16.50	\$16,500.00	\$23.70	\$23,700.00
41	L-110-5	One 2" schedule 40 PVC conduit installed in existing full strength pavement complete in place	500	LF	\$20.00	\$10,000.00	\$20.30	\$10,150.00	\$17.60	\$8,800.00	\$20.70	\$10,350.00
42	L-110-6	FAA concrete encased 4" split duct conduit.	100	LF	\$15.00	\$1,500.00	\$37.60	\$3,760.00	\$22.00	\$2,200.00	\$39.00	\$3,900.00
43	L-110-7	Hand excavate and concrete encase existing 12W4" ductbank, complete.	250	LF	\$35.00	\$8,750.00	\$132.00	\$33,000.00	\$98.80	\$24,700.00	\$137.00	\$34,250.00
44	L-110-8	Hand excavate and concrete encase existing 4W2" ductbank, complete	100	LF	\$25.00	\$2,500.00	\$33.90	\$3,390.00	\$22.00	\$2,200.00	\$35.00	\$3,500.00
45	L-110-9	Hand excavate and concrete encase existing 4W4" ductbank, complete	400	LF	\$25.00	\$10,000.00	\$53.70	\$21,480.00	\$31.80	\$12,720.00	\$55.00	\$22,000.00
46	L-110-10	Intercept existing conduit system and connect to new conduit system and extend circuit	25	EA	\$150.00	\$3,750.00	\$203.00	\$5,075.00	\$98.80	\$2,470.00	\$208.00	\$5,200.00
47	L-110-11	Intercept existing 4W4" ductbank system and connect to new conduit systems and extend circuit	8	EA	\$250.00	\$2,000.00	\$654.00	\$5,232.00	\$198.00	\$1,584.00	\$669.00	\$5,352.00
48	L-110-12	Intercept existing 4W2" ductbank system and connect to new conduit systems and extend circuit	2	EA	\$200.00	\$400.00	\$495.00	\$990.00	\$176.00	\$352.00	\$506.00	\$1,012.00
49	L-110-13	Hand Excavate and install 1-2" Schedule 40 PVC Conduit Direct Buried in earth or new paved shoulder complete in Place	300	LF	\$28.00	\$8,400.00	\$14.00	\$4,200.00	\$4.00	\$1,200.00	\$14.10	\$4,230.00
50	L-115-1	L-867 16" Diameter 4 bottomless can Junction can plaza installed in earth	7	EA	\$5,000.00	\$35,000.00	\$2,620.00	\$18,340.00	\$3,950.00	\$27,650.00	\$2,719.00	\$19,033.00
51	L-115-2	L-867 16" diameter junction can with cover installed in earth/new shoulder pavement	2	EA	\$1,000.00	\$2,000.00	\$668.00	\$1,336.00	\$659.00	\$1,318.00	\$691.00	\$1,382.00
52	L-115-3	Intercept existing light base can in earth/existing pavement and connect to conduit system	5	EA	\$300.00	\$1,500.00	\$231.00	\$1,155.00	\$165.00	\$825.00	\$239.00	\$1,195.00
53	L-115-4	Core drill existing manhole in earth and connect to conduit system	5	EA	\$250.00	\$1,250.00	\$94.90	\$474.50	\$220.00	\$1,100.00	\$98.00	\$490.00
54	L-115-5	Modify and lower existing manhole in Earth.	1	EA	\$10,000.00	\$10,000.00	\$2,630.00	\$2,630.00	\$1,100.00	\$1,100.00	\$2,674.00	\$2,674.00
55	L-115-6	Identify existing circuits in existing manhole and re-rack conductors	4	EA	\$1,000.00	\$4,000.00	\$147.00	\$588.00	\$659.00	\$2,636.00	\$152.00	\$608.00
56	L-125-1	New L-861 LED taxiway elevated edge light and base can in earth/new shoulder pavement	62	EA	\$1,000.00	\$62,000.00	\$786.00	\$48,732.00	\$1,430.00	\$88,660.00	\$817.00	\$50,654.00
57	L-125-2	New L-861 LED taxiway elevated edge light and base can in existing full strength/shoulder pavement	8	EA	\$1,100.00	\$8,800.00	\$867.00	\$6,936.00	\$1,480.00	\$11,840.00	\$899.00	\$7,192.00
58	L-125-3	New L-861 LED taxiway elevated edge light installed on existing base can	14	EA	\$500.00	\$7,000.00	\$501.00	\$7,014.00	\$439.00	\$6,146.00	\$520.00	\$7,280.00
59	L-125-4	Existing L-861 LED Taxiway Elevated Edge Light relocated on new base can installed in new shoulder pavement.	27	EA	\$500.00	\$13,500.00	\$540.00	\$14,580.00	\$878.00	\$23,706.00	\$558.00	\$15,066.00
60	L-125-5	New L-850C, bi-directional runway high intensity aluminum flush mounted edge light and base can installed in new full strength pavement	2	EA	\$3,000.00	\$6,000.00	\$2,010.00	\$4,020.00	\$2,630.00	\$5,260.00	\$2,094.00	\$4,188.00

Base Contract Bid				Engineer's Estimate		Community Asphalt Corporation		Ranger Construction Ind., Inc.		J.W. Cheatham, LLC.		
61	L-125-6	Install Allowance 1 provided Runway flush mount guard light fixture and control sequencing module. Provide and install new L-868 base can installed in new full strength/shoulder pavement. Includes 2 piece L-868 base can, coring of pavement, fixture, installation of fixture, extension rings, spacers, carbon steel coated bolts, damn rings, steel cover, P-605, P-606 sealant, circuit identification, connector kits, rebar, grounding, ground rods, safety ground, transformers, high early concrete, excavation, rock, labor, delivery, taxes and etc. complete in place.	33	EA	\$4,000.00	\$132,000.00	\$1,350.00	\$44,550.00	\$1,980.00	\$65,340.00	\$1,397.00	\$46,101.00
62	L-125-7	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordingly.	35	EA	\$100.00	\$3,500.00	\$164.00	\$5,740.00	\$220.00	\$7,700.00	\$171.00	\$5,985.00
63	L-125-8	Identification of cables, ductbanks and lighting fixtures per FAA specifications	1	LS	\$8,000.00	\$8,000.00	\$1,080.00	\$1,080.00	\$2,200.00	\$2,200.00	\$1,114.00	\$1,114.00
64	L-125-9	Temporary Wiring to maintain Airfield circuitry	1	LS	\$5,000.00	\$5,000.00	\$2,920.00	\$2,920.00	\$22,000.00	\$22,000.00	\$2,972.00	\$2,972.00
65	L-125-10	Removal of existing manhole in earth, complete	7	EA	\$1,000.00	\$7,000.00	\$513.00	\$3,591.00	\$549.00	\$3,843.00	\$520.00	\$3,640.00
66	L-125-11	Removal of existing junction can/light base can in earth/existing pavement, complete	66	EA	\$150.00	\$9,900.00	\$79.40	\$5,240.40	\$137.00	\$9,042.00	\$83.00	\$5,478.00
67	L-125-12	Abandon existing junction can/light base can in earth/existing paved shoulder, complete	10	EA	\$200.00	\$2,000.00	\$122.00	\$1,220.00	\$110.00	\$1,100.00	\$126.00	\$1,260.00
68	L-126-1	New size 2, 2 module guidance sign and concrete base installed in earth/new paved shoulder	3	EA	\$3,800.00	\$11,400.00	\$3,150.00	\$9,450.00	\$4,390.00	\$13,170.00	\$3,284.00	\$9,852.00
69	L-126-2	New size 2, 3 module guidance sign and concrete base installed in earth/new paved shoulder	1	EA	\$4,200.00	\$4,200.00	\$5,930.00	\$5,930.00	\$7,680.00	\$7,680.00	\$6,195.00	\$6,195.00
70	L-126-3	New size 2, 4 module guidance sign and concrete base installed in earth/new paved shoulder	2	EA	\$5,300.00	\$10,600.00	\$5,930.00	\$11,860.00	\$8,780.00	\$17,560.00	\$6,195.00	\$12,390.00
71	L-126-4	Relocate existing size 2, 3 module guidance sign with new concrete base in existing full strength pavement	4	EA	\$2,500.00	\$10,000.00	\$1,660.00	\$6,640.00	\$1,650.00	\$6,600.00	\$1,698.00	\$6,792.00
72	L-126-5	Relocate existing size 2, 4 module guidance sign with new concrete base in earth/new paved shoulder	7	EA	\$2,800.00	\$19,600.00	\$1,910.00	\$13,370.00	\$1,760.00	\$12,320.00	\$1,961.00	\$13,727.00
73	L-126-6	Repanel existing size 2, 3 module guidance sign	1	EA	\$2,000.00	\$2,000.00	\$2,120.00	\$2,120.00	\$2,200.00	\$2,200.00	\$2,229.00	\$2,229.00
74	L-126-7	Repanel existing size 2, 4 module guidance sign	2	EA	\$2,000.00	\$4,000.00	\$2,340.00	\$4,680.00	\$2,200.00	\$4,400.00	\$2,461.00	\$4,922.00
75	L-126-8	Removal of existing L-858 guidance sign and concrete base, complete.	8	EA	\$1,500.00	\$12,000.00	\$247.00	\$1,976.00	\$549.00	\$4,392.00	\$253.00	\$2,024.00
76	L-126-9	Intercept existing sign pad in earth/existing pavement, connect to conduit system and extend circuit accordingly	5	EA	\$400.00	\$2,000.00	\$322.00	\$1,610.00	\$98.80	\$494.00	\$334.00	\$1,670.00

Total Amount Base Bid= \$3,100,945.50
Engineer's Estimate

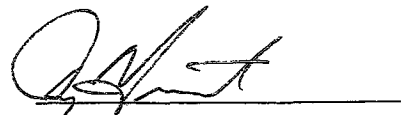
\$2,523,182.55
Community Asphalt Corporation

\$2,860,354.00 *
Ranger Construction Ind., Inc.

\$3,165,268.50
J.W. Cheatham, LLC.

* Represents mathematical error; corrected as shown.

I hereby certify the numbers contained within this Bid Tabulation are accurate and complete.


 Doug Hambrecht, P.E.
 THE LPA GROUP INCORPORATED

Date: 12-Mar-12



**Community
Asphalt**

OHL Group

Corporate:

9725 NW 117 Ave
Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax +1 305 884-9448 Main
Fax +1 305 884-9449 Eng

Via US Mail & Email to EMAIL

March 9, 2012

Miami:

14005 NW 186 Street
Hialeah, FL 33018
Tel. +1 305 829-0700
Fax +1 305 829-8772

Mr. Sypek

Please accept the revised Milestones and Damages Data (attachment 2) that was updated from addendum #1. We do acknowledge and will honor the schedule and liquidated damages.


West Palm Beach:

7795 Hooper Road
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax +1 561 790-1073

Respectfully Submitted,
Community Asphalt Corp.

Vero Beach:

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax +1 772 770-3707


NAME JOHN MORRIS
TITLE PRESIDENT

Certified General Contractor

cc: NAMES

License Number: CGC011475

Project/JOB#/CAC/CORR#

www.cacorp.net

**MILESTONE AND DAMAGES DATA
(Attachment No. 2 To The Bid Form)**

THIS FORM MUST ACCOMPANY BID FORM AND MUST BE COMPLETED AS APPLICABLE.

It is a requirement of this contract that items listed in Attachment No. 1 to the Bid Form are to be sequenced and scheduled as herein stipulated.

PROJECT NAME: Exit Taxiway C4

1. The Contractor may not proceed with the project without prior written authorization from the Owner. This authorization shall be called **NOTICE TO PROCEED**.
2. **CONTRACT TIME:** All work in this contract shall be substantially completed and ready for the owner's use within **125 calendar days** from the date of the Notice-to-Proceed and in accordance with the phasing plan requirements set forth in the drawings. All punch list items generated from the substantial completion inspection shall be completed within 30 consecutive calendar days of the substantial completion date.
3. **LIQUIDATED DAMAGES:** Due to the Owner's constraints and overall project completion requirements, the owner will suffer damages and will be entitled to **LIQUIDATED DAMAGES** for failure by the Contractor to complete the project within the total contract time, to complete each phase and sub-phase as described in phasing plan, and to complete the punch list work in the specified time. The amount of time the contractor has to complete each phase or date by which specified phases must be completed and the associated liquidated damages area specified in the **LIQUIDATED DAMAGES SCHEDULE** below.

LIQUIDATED DAMAGES SCHEDULE		
<u>Phase - Requirement</u>	<u>Consecutive Calendar Days or Milestone</u>	<u>Liquidated Damages</u>
Procurement of Materials – the following items shall be completed during this phase: 1.) Approved Construction Schedule 2.) Approved Quality Control Plan – Minimum 30 days for approval 3.) All shop drawings submitted and approved 4.) Runway Closure Markers On Site prior to starting Phase One (1)	45 days from NTP	\$3,000
Begin Construction to Substantial Completion (All Phases)	80	\$3,000/day
Phase 1A – Re-open Runway 14-32 Each Morning by 7:00 AM	N/A	\$350 per 10 Minute Increment
Phase 1B – Re-open intersection of Taxiway F and Taxiway C	N/A	\$3000/day
Phase 1 - Complete all of Phase 1 (including sub-phases)	15	\$3000/day
Phase 2 – Complete phase 2 and Re-open Taxiway C	30	\$3000/day
Phase 3 – Re-open Runway 10L-28R Each Morning by 6:15 AM	N/A	\$675 per 10 Minute Increment
Phase 3 – Complete phase 3	35	\$3000/day

Federal Front End 2011 Update v 122811
Exit Taxiway C4
Palm Beach International Airport

Bid Forms
Addendum No. 1 – February 2012

BID FORM CHECKLIST NO. 1
Palm Beach International Airport
Taxiway C4

BID FORM ATTACHMENTS	Contractors		
	Community Asphalt	Ranger Construction, Inc.	Cheatham, LLC.
BID FORM / ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS (ADDENDUM NO. 1 THRU ADDENDUM No. 2)	√	√	√
ADDENDUM NO. 1 ATTACHED AND SIGNED	√	√	√
ADDENDUM NO. 2 ATTACHED AND SIGNED	√	√	√
BID PRICE FORM (ATTACHMENT NO. 1 TO THE BID FORM) - Add #1	√	*√	√
MILESTONE AND DAMAGES DATA (ATTACHMENT NO. 2 TO THE BID FORM) - Add #1	*√	√	√
DESIGNATION OF SUBCONTRACTORS (ATTACHMENT NO. 3 TO THE BID FORM)	√	√	√
PRIME CONTRACTOR WORK (ATTACHMENT NO. 4 TO THE BID FORM)	√	√	√
BID BOND (ATTACHMENT NO. 5 TO THE BID FORM)	√	√	√
PARTNERSHIP CERTIFICATE (ATTACHMENT NO. 6 TO THE BID FORM)	*N/A	*N/A	*N/A
STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (ATTACHMENT NO. 7 TO THE BID FORM)	√	√	√
SCHEDULE 1 - LIST OF PROPOSED DBE FIRMS (ATTACHMENT NO. 8 TO THE BID FORM) - Add #1	*√ (4.6% DBE)	√ (17.03% DBE)	√ (8.37% DBE)
SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (ATTACHMENT NO. 9 TO THE BID FORM)	√	√	√
SCHEDULE 3 - STATEMENT OF GOOD FAITH EFFORTS (ATTACHMENT NO. 10 TO THE BID FORM)	√	*√	√
SCHEDULE 6 - DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET (ATTACHMENT NO. 11 TO THE BID FORM)	√	√	√
NON-SEGREGATED FACILITIES CERTIFICATION (ATTACHMENT NO. 12 TO THE BID FORM)	√	√	√
TRENCH SAFETY AFFIDAVIT (ATTACHMENT NO. 13 TO THE BID FORM)	√	√	√
BUY AMERICAN CERTIFICATE (ATTACHMENT NO. 14 TO THE BID FORM)	√	√	√
CERTIFICATION REGARDING FOREIGN PARTICIPATION (ATTACHMENT NO. 15 TO THE BID FORM)	√	√	√
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (ATTACHMENT NO. 16 TO THE BID FORM)	√	√	√
FORM OF NONCOLLUSION AFFIDAVIT (ATTACHMENT NO. 17 TO THE BID FORM)	√	√	√
BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 18 TO THE BID FORM)	√	√	√
E-VERIFICATION CERTIFICATION (ATTACHMENT NO. 19 TO THE BID FORM)	√	√	√
SAFETY PLAN COMPLIANCE DOCUMENT (ATTACHMENT NO. 20 TO THE BID FORM)	√	√	√

√ Indicates that form is submitted as required

*√ Indicates that form is either not correct, incomplete, not dated, not signed, and/or Bid number is not included

x requires additional information and/or not provided

N/A Not applicable

Bold - Indicates changes in an Addendum

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Laura Beebe, Deputy Director, Airport Business Affairs



DATE: March 12, 2012

RE: Exit Taxiway C-4, PB 12-3
Disadvantaged Business Enterprise (DBE) Bid Review

I have reviewed the bids submitted on March 6, 2012, in response to the Invitation for Bids issued for the Exit Taxiway C-4, Palm Beach International Airport, Project No. PB 12-3, and have determined that the low bidder, Community Asphalt, is responsive to the DBE requirements and has committed to a minimum of 4.6% DBE utilization on this project, as summarized below:

Community Asphalt	
Base Bid	\$2,523,182.55
DBE Participation	
Nature's Keeper	\$91,372.53
Robert's Traffic Markings	\$25,210.25
Total DBE Participation	\$116,582.78

If you have any questions, please let me know.