

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 5, 2012

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A contract with Community Asphalt Corp. in the amount of \$10,845,038.27 for the Runway 10L-28R Rehabilitation project at Palm Beach International Airport (PBIA).

Summary: This project was advertised utilizing the County's competitive bid process. On April 24, 2012, three (3) bids were received for the Runway 10L-28R Rehabilitation project at PBIA. Of the three (3) bids, Community Asphalt Corp., a Palm Beach County company has been identified as the lowest responsible/responsive bidder in the amount of \$10,845,038.27 for the Runway 10L-28R Rehabilitation project at PBIA. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 14.00%. None of the bidders achieved the DBE goal. Community Asphalt Corp. is responsive to the DBE requirements and has committed to a minimum of 6.09% DBE utilization on this project. Passenger Facility Charge (PFC) funds are being utilized to fund this project.
Countywide (JCM)

Background and Justification: This project provides for the rehabilitation and reconstruction of Runway 10L-28R, including the intersection of Runway 14-32 and several taxiway connectors serving Runway 10L-28R. This project is necessary to ensure the operational usefulness and safety of the runway. The condition of the pavement at the intersection of Runways 14-32 and 10L-28R requires that it be rehabilitated this year. Also included are various runway and taxiway lighting system upgrades and electrical improvement. Builder's Risk Insurance is not required for this project.

Attachments:

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

Recommended By:  5/14/12
Department Director Date

Approved By:  5/14/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$10,845,038.				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$10,845,038				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund 4111 Department 121 Unit A313 Object 6504
Reporting Category _____


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


Approval of this item results in new capital expenditures of \$10,845,038.27. Funding sources consist of PFC revenues of \$10,845,038.27.

C. Departmental Fiscal Review: CM Simon


III. REVIEW COMMENTS

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


 OFMB
 5/17/2012
 VA
 5/16/12


 Contract Dev. and Control
 5-23-12 B. Wheeler

B. Legal Sufficiency:


Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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:

**Runway 10L-28R Rehabilitation
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 12-4**

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 March 23, 2012.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated March 23, 2012.
- General Provisions, dated March 23, 2012.
- Special Provisions, dated March 23, 2012.
- Addendum No. 1, dated April 13, 2012.
- Addendum No. 2 dated April 19, 2012.
- Drawings, dated March 23, 2012.
- Completed Bid and Attachments, dated April 24, 2012.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Ten Million Eight Hundred Forty Five Thousand Thirty Eight and 27/100 Dollars (\$10,845,038.27)** (Total Base Bid) for **Runway 10L-28R Rehabilitation** at **Palm Beach International Airport**.

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Runway 10L-28R Rehabilitation
Palm Beach International Airport

Contract

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.

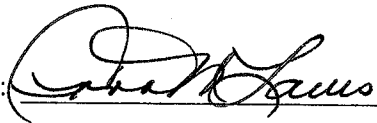
ATTEST: SHARON R. BOCK, Clerk &
Comptroller

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

BY: _____
Deputy Clerk

(SEAL)

BY: _____
Shelley Vana, Chair

ATTEST:  _____

CONTRACTOR  _____
COMMUNITY ASPHALT CORP.

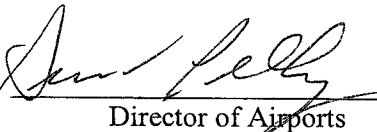
BY: Tina M. Laws
Assistant Secretary

BY: Paul Swellentrop
TITLE: Vice President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY:  _____
Director of Airports

BY: _____
County Attorney

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*Aon Risk Services
Construction Services Group*

May 14, 2012

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

Re: Community Asphalt Corp.
Project: Runway 10L-28R Rehabilitation Palm Beach International Airport
Bond Nos. 105732003 (Travelers), CMB09027746 (F&D), 015035823 (Liberty)
Bond Amount: \$10,845,038.27

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 dates.

Please accept this letter as our consent for you to insert the contract dates and sign/seal dates on these bonds and the attached powers of attorney. Please note, once the contract date is determined the bonds 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



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. 223529

Certificate No. 004180880

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

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 26th day of April, 2011.

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: _____

George W. Thompson, Senior Vice President

On this the 26th day of April, 2011, 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, 2011.



Marie C. Tetreault
 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, Kori M. Johanson, 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 14TH day of MAY, 20 12


Kori M. Johanson, 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.

CMB09027744

Bond Number

Palm Beach County

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, 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: **Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of April, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes* *Thomas O. McClellen*
Assistant Secretary Vice President
Eric D. Barnes Thomas O. McClellen

State of Maryland
City of Baltimore

On this 24th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

POA-F 031-2075B

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies, this 4TH day of MAY, 2012.



James M. Carroll

James M. Carroll, Vice President

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 14th day of May, 2012.

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.

PUBLIC CONSTRUCTION BOND

BOND NUMBER:	105732003 (Travelers), CMB09027746 (F&D), 015035823 (Liberty)
BOND AMOUNT:	\$10,845,038.27
CONTRACT AMOUNT:	\$10,845,038.27
CONTRACTOR'S NAME:	Community Asphalt Corp.
CONTRACTOR'S ADDRESS:	7795 Hooper Road West Palm Beach, FL 33411
CONTRACTOR'S PHONE:	
SURETY COMPANY:	Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, Liberty Mutual Insurance 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:	301 N. Olive Avenue West Palm Beach, FL 33401
OWNER'S PHONE:	
DESCRIPTION OF WORK:	Runway 10L-28R Rehabilitation Palm Beach International Airport
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 Ten Million Eight Hundred Forty Five Thousand Thirty Eight and 27/100 Dollars (\$10,845,038.27) (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: **Runway 10L-28R Rehabilitation**

Project No.: **12-4**

Project Description: The work generally consists of: Runway 10L-28R pavement rehabilitation and reconstruction, including the intersection of Runway 14-32 and several taxiway connectors serving Runway 10L-28R. Also included are various runway and taxiway lighting system upgrades and electrical improvements.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

CH2M HILL, INC.	ADA Engineering, Inc.	Hillers Electrical Engineering, Inc.
3001 PGA Blvd.,	1800 Old Okeechobee Rd.	23257 State Road 7
Suite 300	Suite 202	Suite 100
Palm Beach Gardens, FL 33410	West Palm Beach, FL 33409	Boca Raton, FL 33428
Ph: 561-904-7400	Ph: 561-615-8880	Ph: 561-451-9165
Fx: 561-907-7401	Fx: 561-615-8858	Fx: 561-451-4886

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


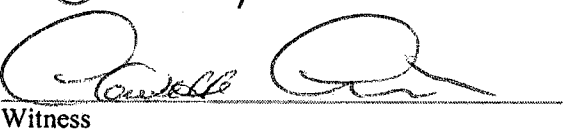
THE CONDITION OF THIS BOND is that if Principal:

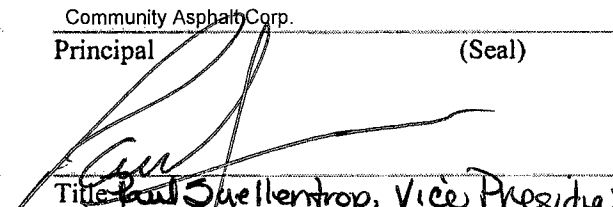
1. Performs the contract dated _____, 20____ between Principal and County for the construction of Runway 10L-28R Rehabilitation, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined 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

Runway 10L-28R Rehabilitation
Palm Beach International Airport

Contract

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 
Witness 

Community Asphalt Corp.
Principal (Seal)

Title **Paul S. Sullentrop, Vice President**
Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Liberty Mutual Insurance Company
Surety (Seal)


Title **Joseph M. Pietrangolo**
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. 223529

Certificate No. 004180884

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

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 26th day of April, 2011.

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:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 26th day of April, 2011, 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, 2011.



Marie C. Tetreault
 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, Kori M. Johanson, 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 ____.


Kori M. Johanson, 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.

CMB09027744

Bond Number

Palm Beach County

Obligee

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, 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: **Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of April, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes* *Thomas O. McClellen*
Assistant Secretary Vice President
Eric D. Barnes Thomas O. McClellen

State of Maryland
City of Baltimore

On this 24th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

POA-F 031-2075B

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 seals of the said Companies,
this ____ day of _____, 20____.



James M. Carroll

James M. Carroll, Vice President

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 12-4

DATE: 5/14/2012

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

1. That ~~he/she~~ ^{Assistant} is the Secretary of Community Asphalt Corp., 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 29 day of February, 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 Paul Suellentrop the Vice 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 14 day of May, 2012


(Signature)

Tina M. Laws
(Print Signatory's Name)
It's Secretary
Assistant

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 14 day of May, 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 F. Merrick
Notary Signature

NOTARY PUBLIC-STATE OF FLORIDA Maureen F. Merrick
Maureen F. Merrick Print Notary Name
Commission #DD963036
Expires: FEB. 18, 2014
BONDED THRU ATLANTIC BONDING CO., INC. NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2-18-2014



**Community
Asphalt**
OHL Group

May 14, 2011

☐ **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: Runway 10L-28R Rehabilitation
Palm Beach International Airport
Palm Beach County Project No. PB 12-4**

☐ **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:**

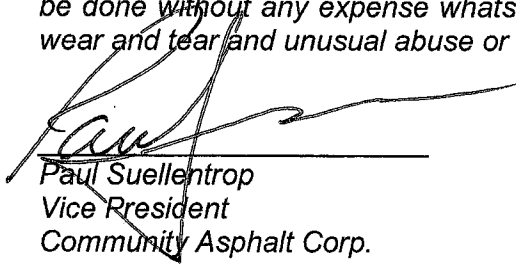
2975 Industrial Blvd.
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

☐ **Fort Myers:**

16560 Mass Court
Fort Myers, FL 33912
Tel. +1 239 337-9486
Fax: +1 239 337-9488

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.


Paul Suellentrop
Vice President
Community Asphalt Corp.

Certified General Contractor
License Number: CG C011475
License Number: CG C051852
www.cacorp.net

5/14/12
Date

FORM OF GUARANTEE

GUARANTEE FOR _____.

We, the undersigned, hereby guarantee that the **Runway 10L-28R Rehabilitation** 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: _____

Runway 10L-28R Rehabilitation
Palm Beach International Airport Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:																					
INSURED Community Asphalt Corp. 9725 NW 117 Ave Suite 110 Miami FL 33178 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Illinois National Insurance Co</td><td>23817</td></tr><tr><td>INSURER B:</td><td>Insurance Company of the State of PA</td><td>19429</td></tr><tr><td>INSURER C:</td><td>Commerce & Industry Ins Co</td><td>19410</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Illinois National Insurance Co	23817	INSURER B:	Insurance Company of the State of PA	19429	INSURER C:	Commerce & Industry Ins Co	19410	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 570046172787

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL6988402 SIR applies per policy terms & conditions	12/31/2011	12/31/2012	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$3,750,000 PRODUCTS - COMP/OP AGG \$3,750,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 1707465 SIR applies per policy terms & conditions	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,750,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE26159527 SIR applies per policy terms & conditions	12/31/2011	12/31/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC021417621	12/31/2011	12/31/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Runway 10L-28R Rehabilitation - Palm Beach International Airport, PBIA Project No. PB 12-4
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract with respect to the General Liability and Umbrella policies. General Liability policy evidenced herein is primary to other insurance available to an additional insured, but only to the extent required by written contract with the insured. A waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the Insured under said contract, with respect to the General Liability, Auto Liability and Worker's Compensation

CERTIFICATE HOLDER

CANCELLATION

<p>Palm Beach County c/o Dept of Airports 846 Palm Beach International Airport West Palm Beach FL 33406 USA</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Aon Risk Services Inc. of Florida</i></p>
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Community Asphalt Corp.	
POLICY NUMBER See Certificate Number: 570046172787			
CARRIER See Certificate Number: 570046172787	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:
polices.

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.)

1. Type of Federal Action: <input checked="checked" 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		2. Status of Federal Action: <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		3. Report Type: <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Community Asphalt Corp.</u> <u>7795 Hooper Rd</u> <u>West Palm Beach, FL 33411</u> Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime: <u>N/A</u> Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known: <u>\$ 10,845,038.27</u>		
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) <u>None - N/A</u>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) <u>N/A</u>		
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): - \$ <u>N/A</u> <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <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 checked="checked" type="checkbox"/> f. other, specify: <u>N/A</u>		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature <u>N/A</u> value					
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: <u>No Lobbying done.</u> (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursu- ant 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 disclo- sure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Paul Snellentrop</u> Print Name: <u>Paul Snellentrop</u> Title: <u>Vice President</u> Telephone No: <u>(561) 790-6467</u> Date <u>5/14/2012</u>		
FEDERAL USE ONLY			Authorized for Local Reproduction Standard Form LLL		

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 Corp.** for the below listed project:

**Runway 10L – 28R Rehabilitation
Palm Beach International Airport
Palm Beach County Project No. PB 12-4
Department of Airports**

TOTAL BID AMOUNT, BASE BID: \$10,845,038.27


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

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"

(Posted)
RECEIVED
2012 MAY -2 PM 2:25
DEPT. OF AIRPORTS
BLDG. 846. PBIA

(Removed)
RECEIVED
2012 MAY -9 PM 2:26
DEPT. OF AIRPORTS
BLDG. 846. PBIA



CH2MHILL

CH2M HILL
3001 PGA Boulevard
Suite 300
Palm Beach Gardens, FL 33410
Tel 561-904-7400
Fax 561-904-7401

May 1, 2012

Gary Sypek
Director of Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

Subject: **Palm Beach International Airport
Runway 10L-28R Rehabilitation
PBC Project No: PB 12-4
Letter of Recommendation to Award**

Dear Mr. Sypek:

CH2M HILL and our subconsultant, Hillers Electrical Engineering, Inc., conducted a technical review of the three (3) bid proposals for the above referenced project. The bid proposals were submitted by Community Asphalt Corp., J.W. Cheatham, LLC, and Ranger Construction Industries, Inc. A summary of the total bid amounts is provided in the table below.

Bidder	Total Bid Amount
Community Asphalt Corp.	\$ 10,845,038.27
J.W. Cheatham, LLC	\$ 11,422,012.80
Ranger Construction Industries, Inc.	\$ 12,297,038.00

Community Asphalt Corp. submitted the lowest of the three (3) bids at \$ 10,845,038.27. A tabular comparison of the bids is attached.

Based on our analysis, CH2M HILL and our subconsultant recommend that Community Asphalt Corp. be awarded the project in the amount of \$ 10,845,038.27 as the lowest responsible and responsive bidder and as technically qualified to perform the scope of work as defined in the bid documents, subject to PBC DOA legal and DBE Office review.



CH2MHILL

Mr. Sypek
May 1, 2012
Page 2 of 2

Please do not hesitate to call me if you have any questions.

Sincerely,

CH2M HILL

Daniel C. Tompkins, P.E.
Project Manager

Enclosures

Cc: Jerry L. Allen, DOA
Cindy Portnoy, DOA
John Thompson, CH2M HILL
Jim Kappes, Hillers Electrical Engineering

H E E

HILLERS ELECTRICAL ENGINEERING, INC.

April 30, 2012

Dan C. Tompkins, P.E.
Project Manager
CH2M HILL, Inc.
3001 PGA Blvd, Suite 300
Palm Beach Gardens, FL 33410

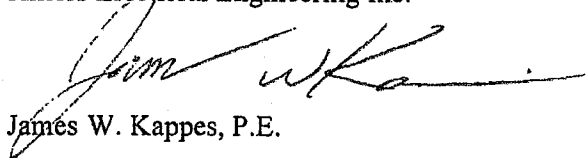
Subject: Palm Beach International Airport
Runway 10L-28R Rehabilitation

Dear Mr. Tompkins:

As requested, Hillers Electrical Engineering has reviewed the bid proposals. The bid proposals appear to be fair and reasonable. Hillers Electrical Engineering takes no exception and believes that the contract should be awarded to the lowest bidder.

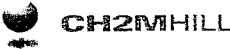
Sincerely,

Hillers Electrical Engineering Inc.



James W. Kappes, P.E.

Runway 10L-28R Rehabilitation
Palm Beach International Airport

	A	B	C	D
1				
2				
3				
4	<div>BID FORM CHECKLIST</div> <div>Palm Beach International Airport</div> <div>RUNWAY 10L-28R REHABILITATION (PB 12-4)</div>			
5				
6				
7				
8				
9				
	Bid Form Attachments	Community Asphalt Corp.	J.W. Cheatham	Ranger Construction
10				
11	BID FORM / ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (Addendum No. 1 Through Addendum No. 2)	✓	✓	✓
12	ADDENDUM NO. 1 (ATTACHED AND SIGNED)	✓	✓	✓
13	ADDENDUM NO.2 (ATTACHED AND SIGNED)	✓	✓	✓
14	BID PRICE FORM (Attachment No. 1 To The Bid Form)	✓	✓	✓
15	MILESTONE AND DAMAGES DATA (Attachment No. 2 To The Bid Form)	✓	✓	✓
16	DESIGNATION OF SUBCONTRACTORS (Attachment No. 3 To The Bid Form)	*✓	✓	✓
17	PRIME CONTRACTOR WORK (Attachment No. 4 To The Bid Form)	✓	✓	✓
18	BID BOND (Attachment No. 5 To The Bid Form)	✓	✓	✓
19	PARTNERSHIP CERTIFICATE (Attachment No. 6 To The Bid Form)	*✓	✓	X
20	STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (Attachment No. 7 To The Bid Form)	✓	✓	✓
21	SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 to the Bid Form)	✓	✓	✓
22	SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (Attachment No. 9 To The Bid Form)	✓	✓	✓
23	SCHEDULE 3 STATEMENT OF GOOD FAITH EFFORTS (Attachment No. 10 To The Bid Form)	✓	✓	✓
24	SCHEDULE 6 DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET (Attachment No. 11 To The Bid Form)	✓	✓	*✓
25	NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES (Attachment No. 12 To The Bid Form)	✓	✓	✓
26	TRENCH SAFETY AFFIDAVIT (Attachment No. 13 To The Bid Form)	✓	✓	✓
27	BUY AMERICAN CERTIFICATE (JAN 1991) (Attachment No. 14 to The Bid Form)	✓	✓	✓
28	CERTIFICATION REGARDING FOREIGN PARTICIPATION (Attachment No. 15 To The Bid Form)	✓	✓	✓
29	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (Attachment No. 16 To The Bid Form)	✓	✓	✓
30	FORM OF NONCOLLUSION AFFIDAVIT (Attachment No. 17 To Bid Form)	✓	✓	✓
31	BIDDER QUALIFICATION QUESTIONNAIRE (Attachment No. 18 To Bid Form)	✓	✓	✓
32	E-VERIFICATION CERTIFICATION (Attachment No. 19 To Bid Form)	✓	✓	✓
33	CONTRACTOR EQUIPMENT CHECKIST (Attachment No. 20 To Bid Form)	✓	✓	✓
34	SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION (Attachment No. 21 To Bid Form)	✓	✓	✓
35				
36	✓ Indicates that form is submitted as required			
37	*✓ Indicates that form is either not correct, incomplete, not dated, not signed, and/or Bid number is not included			
38	X Requires additional information and/or not provided			
39				

Cell: B16

Comment: dtompkin:

Missing the following subcontractors from form:

- Natures Keeper
- Reich Construction Services
- Brown & Phillips

Cell: B19

Comment: dtompkin:

Form not signed

Cell: D24

Comment: dtompkin:

Form not dated

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Laura Beebe, Deputy Director, Airport Business Affairs



DATE: May 2, 2012

RE: Runway 10L-28R Rehabilitation, Palm Beach International Airport
Project No. PB 12-4
Disadvantaged Business Enterprise (DBE) Bid Review

I have reviewed the bids submitted on April 24, 2012, in response to the Invitation for Bids issued for Runway 10L-28R Rehabilitation, Palm Beach International Airport, Project No. PB 12-4, and have determined that the apparent low bidder, Community Asphalt, is responsive to the DBE requirements and has committed to a minimum of 6.09% DBE utilization on this project, as summarized below:

Community Asphalt	
Base Bid	\$10,845,038.27
DBE Participation	
Nature's Keeper	\$22,950.00
Brown & Phillips	\$82,600.00
Reich Construction Services	\$555,000.00 (\$925,000.00 @ 60%)
Total DBE Participation	\$660,550.00

If you have any questions, please let me know.