





**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 **RIO-BAK CORPORATION** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**WETLAND WILDLIFE HAZARD MITIGATION  
NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT  
PALM BEACH COUNTY PROJECT No. NC 13-3**

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 March 2013.
- Completed Bond, Surety and Insurance Forms, dated \_\_\_\_\_.
- Specifications, dated March 2013.
- General Provisions, dated March 2013.
- Special Provisions, dated March 2013.
- Addendum No. 1, dated April 19, 2013.
- Addendum No. 2, dated April 19, 2013.
- Addendum No. 3, dated April 23, 2013.
- Addendum No. 4, dated May 2, 2013.
- Addendum No. 5, dated May 10, 2013.
- Drawings, dated March 2013.
- Completed Bid and Attachments, dated May 16, 2013.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Million Four Hundred Seventy Seven Thousand Nine Hundred Eighty One and 38/100 Dollars (\$ 2,477,981.38)** which includes Base Bid (Phase 1), Alternate 1 Bid (Phase 2A) and Alternate 2 Bid (Phase 2B) for **Wetland Wildlife Hazard Mitigation at North Palm Beach County General Aviation Airport.**

---

Federal Front End Documents  
Wetland Wildlife Hazard Mitigation  
North Palm Beach County General Aviation Airport

Contract Documents v 083012  
March 2013

CD - 1 of 10

**Attachment #**   1

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.

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: \_\_\_\_\_  
Steven L. Abrams, Mayor

(SEAL)

ATTEST: Stacie Rimes

CONTRACTOR ENRIQUE R. RIONDA

BY: Stacie Rimes  
Secretary

BY: Enrique Rionda

TITLE: VICE PRESIDENT

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND  
CONDITIONS

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY: [Signature]  
Director of Airports

BY: \_\_\_\_\_  
County Attorney

This page intentionally left blank



June 18, 2013

Palm Beach County  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

**Re: Authority to Date Bonds and Powers of Attorney**  
**Principal: Rio-Bak Corporation**  
**Project: Wetland Wildlife Hazard Mitigation Project**  
**North Palm Beach County General Aviation Airport**  
**Bond # 9095400**

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and powers of attorney concurrent with the date of the contract agreement, and to date the Form of Guarantee the substantial completion date of the project.

Yours very truly,

**FIDELITY AND DEPOSIT  
COMPANY OF MARYLAND**

Joseph D. Johnson, Jr.  
Attorney-in-Fact  
Resident Florida Agent

JDJjr/jhb

2013 JUN 25 AM 9:29  
6448 2462 P316

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 9095400

BOND AMOUNT: \$2,477,981.38

CONTRACT AMOUNT: \$2,477,981.38

CONTRACTOR'S NAME: Rio-Bak Corporation

CONTRACTOR'S ADDRESS: 12773 W. Forest Hill Blvd., Suite 210  
Wellington, Florida 33414

CONTRACTOR'S PHONE: (561) 791-9721

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane  
Schaumburg, Illinois 60196

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561)471-7412

DESCRIPTION OF WORK:

PROJECT LOCATION: North Palm Beach County General Aviation Airport,  
Palm Beach County, Florida

LEGAL DESCRIPTION: Wetland Wildlife Hazard Mitigation (Project No. NC 13-3)  
North Palm Beach County General Aviation Airport

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 **Two Million Four Hundred Seventy Seven Thousand Nine Hundred Eighty One and 38/100 Dollars (\$ 2,477,981.38)** which includes Base Bid (Phase 1), Alternate 1 Bid (Phase 2A) and Alternate 2 Bid (Phase 2B) 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: **Wetland Wildlife Hazard Mitigation**

Project No.: **PBC No.: NC 13-3**

Project Description: The work generally consists of: Grading to bury existing MES, modifying a stormwater control structure, and installing a sheet piling to block the flow of a triple box culvert.

Project Location: **North Palm Beach County General Aviation Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INCORPORATED  
4503 Woodland Corporate Blvd., Suite 400  
Tampa, Florida 33614  
Telephone: (813) 889-3892 / Fax: (813) 889-3893

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 Wetland Wildlife Hazard Mitigation at North Palm Beach County General Aviation Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

---

Federal Front End Documents  
Wetland Wildlife Hazard Mitigation  
North Palm Beach County General Aviation Airport

Contract Documents v 083012  
March 2013

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.

Hugh T. N.  
Witness for Principal

Rio-Bak Corporation  
By: [Signature]  
Principal (Seal)

ENRIQUE R. RIONDA, VICE PRESIDENT  
Title

Jean H. Belant  
Witness for Surety

Fidelity and Deposit Company of Maryland  
By: [Signature]  
Surety (Seal)

Joseph D. Johnson, Jr., Attorney-in-Fact  
Florida Resident Agent  
Title

**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 **Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR. and Joseph D. JOHNSON, III, all of Orlando, 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 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 10th day of May, A.D. 2012.

**ATTEST:**

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



By: *Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*Thomas O. McClellen*  
Vice President  
Thomas O. McClellen

State of Maryland  
City of Baltimore

On this 10th day of May, 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, deposeth 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.

*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\_\_\_\_.



A handwritten signature in cursive script that reads "James M. Carroll".

James M. Carroll, Vice President

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NC 13-3

DATE: 6/24/13

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

1. That he/she is the Secretary of Rio-Bak 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 15th day of August, 2011 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 Enrique R. Romo 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 24th day of June, 2013

Stacie Romo

(Signature)

Stacie Romo

(Print Signatory's Name)

It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 24th day of June, 2013 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

Brenda L. Updyke  
Notary Signature

Bren da L. Updyke  
Print Notary Name  
**NOTARY PUBLIC**  
State of Florida at Large



My Commission Expires:  
4. 6 2017

FORM OF GUARANTEE

GUARANTEE FOR \_\_\_\_\_

We, the undersigned, hereby guarantee that the **Wetland Wildlife Hazard Mitigation at North Palm Beach County General Aviation 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 **Rio-Bak Corporation**

COUNTERSIGNED RESIDENT  
AGENT IN FLORIDA:

By: ERONDA  
(Signature)

**ENRIQUE R. RIONDA, VICE PRESIDENT**

SURETY **Fidelity and Deposit Company of Maryland**

Joseph D. Johnson, Jr.  
(Seal) Agent

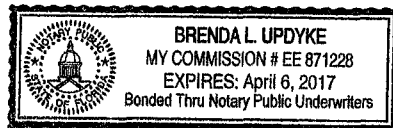
By: [Signature]

By: [Signature]  
**Joseph D. Johnson, Jr., Attorney-in-Fact**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2013 by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Brenda L. Updyke  
Notary Public, State of Florida



My Commission Expires: 4.6.2017

Commission Number: EE 871228

Federal Front End Documents  
Wetland Wildlife Hazard Mitigation  
North Palm Beach County General Aviation Airport

Contract Documents v 083012  
March 2013

**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 **Francis T. O'REARDON, Todd L. JOHNSON, Joseph D. JOHNSON, JR. and Joseph D. JOHNSON, III, all of Orlando, 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 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 10th day of May, A.D. 2012.

**ATTEST:**

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



By: Eric D. Barnes  
*Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

Thomas O. McClellen  
*Thomas O. McClellen*  
Vice President  
Thomas O. McClellen

**State of Maryland**  
City of Baltimore

On this 10th day of May, 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.

Constance A. Dunn  
*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, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/27/2013

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).

<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	<b>CONTACT NAME:</b> Susan Brunez <b>PHONE (A/C No. Ext):</b> (954) 943-5050 <b>E-MAIL ADDRESS:</b> susan@furmaninsurance.com	<b>FAX (A/C. No):</b> (954) 942-6310
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rio-Bak Corporation 12773 W Forest Hill Blvd #210 Wellington FL 33414	<b>INSURER A:</b> Wausau Underwriters Insurance <b>NAIC #</b> 26042	
	<b>INSURER B:</b> Liberty Mutual Fire Ins Co <b>23035</b>	
	<b>INSURER C:</b> Liberty Insurance Corporation	
	<b>INSURER D:</b> Bridgefield Employers Ins Co <b>10701</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 13/14 Liab w-12/13 FL WC      **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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TB2-Z91-454780-013	6/30/2013	6/30/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		ASJ-Z91-454780-023	6/30/2013	6/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 2,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	TH7-Z91-454780-043	6/30/2013	6/30/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		0830-19364	9/11/2012	9/11/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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)  
Palm Beach County Board of County Commissioners and Political Subdivision of the State of Florida its officers and employees and agents are additional insured as respects the general liability policy for on-going operations and products/completed operations, when required by a written contract.  
Umbrella Liability is follow form per policy terms and condition as respects Additional Insured.

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Dirk DeJong/SUSAN



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
7/19/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: lexie@furmaninsurance.com PRODUCER CUSTOMER ID: 00003902	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Rio-Bak Corporation 12773 W Forest Hill Blvd #210 Wellington FL 33414	<b>INSURER A:</b> Travelers Property Casualty Co of	<b>NAIC #</b> 25674
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

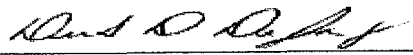
**COVERAGES**                      **CERTIFICATE NUMBER:** CP1371705244                      **REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 11600 Aviation Road, West Palm Beach, FL - Clear & backfill existing wetland. Install 682 feet of concrete drainage pipe. Seed and mulch backfilled areas

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> <b>PROPERTY</b>				BUILDING	\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>				PERSONAL PROPERTY	\$
	<input type="checkbox"/> <b>BASIC</b>				BUSINESS INCOME	\$
	<input type="checkbox"/> <b>BROAD</b>				EXTRA EXPENSE	\$
	<input type="checkbox"/> <b>SPECIAL</b>				RENTAL VALUE	\$
	<input type="checkbox"/> <b>EARTHQUAKE</b>				BLANKET BUILDING	\$
	<input type="checkbox"/> <b>WIND</b>				BLANKET PERS PROP	\$
	<input type="checkbox"/> <b>FLOOD</b>				BLANKET BLDG & PP	\$
						\$
						\$
	<input type="checkbox"/> <b>INLAND MARINE</b>	TYPE OF POLICY				\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>					\$
	<input type="checkbox"/> <b>NAMED PERILS</b>	POLICY NUMBER				\$
						\$
	<input type="checkbox"/> <b>CRIME</b>					\$
	<input type="checkbox"/> <b>TYPE OF POLICY</b>					\$
						\$
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$
						\$
<b>A</b>	<b>INSTALLATION FLOATER</b>	QT-660-8742M703 TIL 13	07/17/2013	07/17/2014	PROJECT VALUE	\$ 2,477,982
					DEDUCTIBLE	\$ 1,000

**SPECIAL CONDITIONS / OTHER COVERAGES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Dirk DeJong/MM 
--	--

## 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> <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>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p>  Congressional District, if known:	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p style="font-size: 1.2em; text-align: center;">No LOBBYING ACTIVITIES</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Amount of Payment (check all that apply):</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____		
<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 style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ 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><i>[Signature]</i></u>                  Print Name: <u>ENRIQUE R. RIVERA,</u>                  Title: <u>VICE PRESIDENT</u>                  Telephone No: <u>501-741-9721</u> Date <u>6/24/13</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  
Steven L. Abrams, Mayor  
Priscilla A. Taylor, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria


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 **Rio-Back Corporation** for the below listed project:

**Wetland Wildlife Hazard Mitigation  
North Palm Beach County General Aviation Airport  
Palm Beach County Project No. NC 13-3  
Department of Airports**

**Base Bid (Phase 1): \$ 2,220,672.38**  
**Alternate 1 Bid (Phase 2A): \$ 141,217.50**  
**Alternate 2 Bid (Phase 2B): \$ 116,091.50**  
**TOTAL (Base Bid + Alternate 1 Bid + Alternate 2 Bid): \$ 2,477,981.38**

  
\_\_\_\_\_  
**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"

Attachment # 2



**THE LPA GROUP INCORPORATED**

Transportation Consultants  
A Unit of Michael Baker Corporation

4503 Woodland Corporate Boulevard Suite 400 ■ TAMPA, FL 33614  
813-889-3892 ■ FAX 813-889-3893

May 29, 2013

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

**Subject: NC 13-3: Wetland Wildlife Hazard Mitigation  
Bid Tabulation, Review and Recommendation**

Dear Mr. Sypek:

The LPA Group has reviewed the bids submitted on May 16, 2013 for the subject project. The project had a total of 6 bidders, whose bids were evaluated by our office for responsiveness to the RFP. A summary of the Base Bid and Alternate Bid Prices are shown in the table below. A summary of the various combinations has been attached.

Item Description	West Construction, Inc.	Arbor Tree and Land, Inc.	Rio-Bak Corporation	Mancil's Tractor Service, Inc.	Westwind Contracting	Bergeron Land Development, Inc.
BASE BID (PHASE 1)	\$2,123,540.68	\$2,220,060.06	\$2,220,672.38	\$2,368,098.89	\$2,403,037.00	\$3,030,410.53
ALT 1 BID (PHASE 2A)	\$183,050.19	\$147,966.00	\$141,217.50	\$149,975.00	\$132,817.50	\$250,177.03
ALT 2 BID (PHASE 2B)	\$182,506.46	\$155,000.00*	\$116,091.50	\$164,900.00	\$109,267.50	\$164,552.82
ALT 3 BID (PHASE 3A)	\$361,485.27	\$340,450.50	\$391,494.00	\$380,225.00	\$328,106.00	\$422,041.10
ALT 4 BID (PHASE 3B)	\$458,684.59	\$448,619.00	\$532,004.00	\$504,840.00	\$456,439.00	\$612,528.14
ALT 5 BID (PHASE 4)	\$260,968.45	\$307,254.00	\$297,209.00	\$310,025.00	\$271,495.00	\$387,724.75

\* math error, total corrected

Based on available funding, the Base Bid plus Alternates 1 and 2 is the preferred bid award scenario. Accordingly, the following is the resulting bid:

West Construction, Inc.	Arbor Tree and Land, Inc.	Rio-Bak Corporation	Mancil's Tractor Service, Inc.	Westwind Contracting	Bergeron Land Development, Inc.
\$2,489,097.33	\$2,523,026.06	<b>\$2,477,981.38</b>	\$2,682,973.89	\$2,645,122.00	\$3,445,140.38



Each bid contained several irregularities, which have been documented below.

**Rio-bak Corporation** had the lowest bid. Irregularities with their bid:

- Attachment 4 listed the dollar amounts per phase, not per line item amount.

These non-DBE issues are minor irregularities and do not constitute a non-responsive bid. The qualifications and experience documentation provided indicate that they are qualified to perform the required work.

**West Construction, Inc.** had the second lowest bid. Irregularities with their bid:

- Subconsultant Fees Total in Attachment 3 does not match the sum of the individual fees and were only provided for the Base Bid, not all of the Bids & Alternates combined.
- Attachment 4 was incomplete in that it did not include the items listed and the dollar amount provided when added with the number on Attachment 3 does not add up to the Base Bid Total in Attachment 1.
- The Trench Safety affidavit was Incomplete as it was signed by the Notary, but was not sealed.
- Project Experience for the Firm was Incomplete in that it only listed current projects and not a five-year history as requested.

Several forms were incomplete and the lack of firm experience and reference documentation does not allow for verification of the ability to perform the required work. Under Item 2.3.2 of the Instructions to Bidders, the incomplete Attachment 4 leads to the interpretation that other subcontractors may be utilized to perform the work. Under Item 2.3 of the Instructions to Bidders, any subcontractors to be utilized are required to be identified at the time of bid. Based on the incompleteness of this information, this constitutes a non-responsive bid.

**Arbor Tree and Land, Inc.** had the third lowest bid. Irregularities with their bid:

- Minor data entry error on the T-905-1, Topsoiling unit price – no decimal – listed for Alternates 1, 2, 4 & 5. The extended total for Alternate 2 was incorrect.
- Attachment 3 was incomplete, no information was provided
- Project Experience only went back 3 years in the Bidders Questionnaire.

Under Item 2.3 of the Instructions to Bidders, any subcontractors to be utilized are required to be identified at the time of bid. Based on the incompleteness of the non-DBE information, this constitutes a non-responsive bid.

**Westwind Contracting** had the fourth lowest base bid. Irregularities with their bid:

- Did not provide an Attachment 7
- Trench Safety Affidavit listed no costs for meeting the trench safety requirements

Several forms were incomplete and missing. Based on the incompleteness of this information, this constitutes a non-responsive bid.

**Mancil's Tractor Service** had the fifth lowest base bid. Irregularities with their bid:

- Subconsultant Fee for Betsy Lindsay (DBE Surveyor) on Attachment 3 did not match the fees on Schedules 1 & 2 by \$0.50

The non-DBE issues are minor irregularities and do not constitute a non-responsive bid. The qualifications and experience documentation provided indicate that they are qualified to perform the required work.

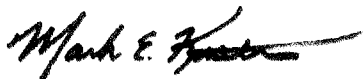
**Bergeron Land Development, Inc.** had the highest bid. Irregularities with their bid:

- Bid Form and Attachment Checklist was Missing
- Attachment No 3 listed 4 subcontractors, however, seven subcontractors were listed via reference under Schedule 6. No dollar amounts or percentage of work to be completed by subcontractors was provided.
- Attachment 4 lists no work to be performed by the Prime Contractor.
- The Trench Safety Affidavit was incomplete as it did not include a total cost after listing a unit price.

Several forms were incomplete. Attachment 4 clearly states that 5% of the work is to be completed by the Prime Contractor and that the Form is to be completed. Under Item 2.3 of the Instructions to Bidders, any subcontractors to be utilized are required to be identified at the time of bid. Only four firms were listed on Attachment 3, yet seven were referenced in Schedule 6. Based on the incompleteness of this information, this constitutes a non-responsive bid.

Based on our evaluation, The LPA Group Incorporated recommends a construction contract be awarded to the lowest responsive bidder, **Rio-bak Construction**, contingent upon Agency review, PBCDOA S/DBE Manager review, County Commission approval, and the availability of funds.

Sincerely,  
THE LPA GROUP INCORPORATED



Mark Kistler, P.E.  
Assistant Vice-President

Enclosures: Bid Summary & Tabulation

file: 121835.1d

**BID TABULATION**  
**NC 13-3 WETLAND WILDLIFE HAZARD MITIGATION**  
**NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT**

FDOT FINANCIAL PROJECT No. 427133-1-94-01, 430960-4-94-01

Item Description	Engineers Estimate	Mancil's Tractor Service, Inc.	Westwind Contracting	West Construction, Inc.	Arbor Tree and Land, Inc.	Bergeron Land Development, Inc.	Rio-Bak Corporation	AVERAGE OF ITEMS BID
BASE CONTRACT BID (PHASE 1)	\$2,205,026.90	\$2,368,098.89	\$2,403,037.00	\$2,123,540.68	\$2,220,060.06	\$3,030,410.53	\$2,220,672.38	\$2,394,303.26
ALTERNATE 1 CONTRACT BID (PHASE 2A)	\$167,054.00	\$149,975.00	\$132,817.50	\$183,050.19	\$147,966.00	\$250,177.03	\$141,217.50	\$167,533.87
ALTERNATE 2 CONTRACT BID (PHASE 2B)	\$175,337.50	\$164,900.00	\$109,267.50	\$182,506.46	\$155,000.00	\$164,552.82	\$116,091.50	\$148,719.71
ALTERNATE 3 CONTRACT BID (PHASE 3A)	\$329,230.00	\$380,225.00	\$328,106.00	\$361,485.27	\$340,450.50	\$422,041.10	\$391,494.00	\$370,633.65
ALTERNATE 4 CONTRACT BID (PHASE 3B)	\$474,850.00	\$504,840.00	\$456,439.00	\$458,684.59	\$448,619.00	\$612,528.14	\$532,004.00	\$502,185.79
ALTERNATE 5 CONTRACT BID (PHASE 4)	\$285,805.00	\$310,025.00	\$271,495.00	\$260,968.45	\$307,254.00	\$387,724.75	\$297,209.00	\$305,779.37

**VARIOUS BID COMBINATIONS AWARD SCENARIOS**

Base + Alt 1	\$2,372,080.90	\$2,518,073.89	\$2,535,854.50	\$2,306,590.87	\$2,368,026.06	\$3,280,587.56	\$2,361,889.88	\$2,561,837.13
Base + Alt 1 + Alt 2	\$2,547,418.40	\$2,682,973.89	\$2,645,122.00	\$2,489,097.33	\$2,523,026.06	\$3,445,140.38	\$2,477,961.38	\$2,710,556.84
Base + Alt 1 + Alt 3	\$2,701,310.90	\$2,898,298.89	\$2,863,960.50	\$2,668,076.14	\$2,708,476.56	\$3,702,628.67	\$2,753,383.88	\$2,932,470.77
Base + Alt 1 + Alt 4	\$2,846,930.90	\$3,022,913.89	\$2,992,293.50	\$2,765,275.46	\$2,816,645.06	\$3,893,115.70	\$2,893,893.88	\$3,064,022.92
Base + Alt 1 + Alt 5	\$2,657,885.90	\$2,828,098.89	\$2,807,349.50	\$2,567,569.32	\$2,675,280.06	\$3,668,312.31	\$2,659,098.88	\$2,867,616.49
Base + Alt 1 + Alt 2 + Alt 3	\$2,876,648.40	\$3,063,198.89	\$2,973,228.00	\$2,850,582.60	\$2,863,476.56	\$3,867,181.49	\$2,869,475.38	\$3,081,190.49
Base + Alt 1 + Alt 2 + Alt 4	\$3,022,268.40	\$3,187,813.89	\$3,101,561.00	\$2,947,781.92	\$2,971,645.06	\$4,057,668.52	\$3,009,985.38	\$3,212,742.63
Base + Alt 1 + Alt 2 + Alt 5	\$2,833,223.40	\$2,992,998.89	\$2,916,617.00	\$2,750,065.78	\$2,830,280.06	\$3,832,865.13	\$2,775,190.38	\$3,016,336.21
Base + Alt 1 + Alt 3 + Alt 4	\$3,176,160.90	\$3,403,138.89	\$3,320,399.50	\$3,126,760.73	\$3,157,095.56	\$4,315,156.81	\$3,285,387.88	\$3,434,656.56
Base + Alt 1 + Alt 3 + Alt 5	\$2,987,115.90	\$3,208,323.89	\$3,135,455.50	\$2,929,044.59	\$3,015,730.56	\$4,090,353.42	\$3,050,592.88	\$3,238,250.14
Base + Alt 1 + Alt 4 + Alt 5	\$3,132,735.90	\$3,332,938.89	\$3,263,788.50	\$3,026,243.91	\$3,123,899.06	\$4,280,840.45	\$3,191,102.88	\$3,369,802.28
Base + Alt 1 + Alt 2 + Alt 3 + Alt 4	\$3,351,498.40	\$3,568,038.89	\$3,429,667.00	\$3,309,267.19	\$3,312,095.56	\$4,479,709.63	\$3,401,479.38	\$3,583,376.27
Base + Alt 1 + Alt 2 + Alt 3 + Alt 5	\$3,162,453.40	\$3,373,223.89	\$3,244,723.00	\$3,111,551.06	\$3,170,730.56	\$4,254,906.24	\$3,166,684.38	\$3,386,969.85
Base + Alt 1 + Alt 2 + Alt 4 + Alt 5	\$3,308,073.40	\$3,497,838.89	\$3,373,056.00	\$3,208,750.37	\$3,278,899.06	\$4,445,393.27	\$3,307,194.38	\$3,518,522.00
Base + Alt 1 + Alt 3 + Alt 4 + Alt 5	\$3,461,965.90	\$3,713,163.89	\$3,591,894.50	\$3,387,729.18	\$3,464,349.56	\$4,702,881.56	\$3,582,596.88	\$3,740,435.93

**BID TABULATION**  
**NC 13-3 WETLAND WILDLIFE HAZARD MITIGATION**  
**NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT**

FDOT FINANCIAL PROJECT No. 427133-1-94-01, 430960-4-94-01

Item Description	Engineers Estimate	Mancil's Tractor Service, Inc.	Westwind Contracting	West Construction, Inc.	Arbor Tree and Land, Inc.	Bergeron Land Development, Inc.	Rio-Bak Corporation	AVERAGE OF ITEMS BID
Base + Alt 1 + Alt 2 + Alt 3 + Alt 4 + Alt 5	\$3,637,303.40	\$3,878,063.89	\$3,701,162.00	\$3,570,235.64	\$3,619,349.56	\$4,867,434.38	\$3,698,688.38	\$3,889,155.64
Base + Alt 2	\$2,380,364.40	\$2,532,996.89	\$2,512,304.50	\$2,306,047.14	\$2,375,060.06	\$3,194,963.35	\$2,336,763.88	\$2,543,022.97
Base + Alt 2 + Alt 3	\$2,709,594.40	\$2,913,223.89	\$2,840,410.50	\$2,667,532.41	\$2,715,510.56	\$3,617,004.46	\$2,728,257.88	\$2,913,656.62
Base + Alt 2 + Alt 4	\$2,855,214.40	\$3,037,838.89	\$2,968,743.50	\$2,764,731.73	\$2,823,679.06	\$3,807,491.49	\$2,868,767.88	\$3,045,208.76
Base + Alt 2 + Alt 5	\$2,666,169.40	\$2,843,023.89	\$2,783,799.50	\$2,567,015.69	\$2,682,314.06	\$3,582,688.10	\$2,633,972.88	\$2,848,802.34
Base + Alt 2 + Alt 3 + Alt 4	\$3,184,444.40	\$3,418,063.89	\$3,296,849.50	\$3,126,217.00	\$3,164,129.56	\$4,229,532.60	\$3,260,261.88	\$3,415,842.40
Base + Alt 2 + Alt 3 + Alt 5	\$2,995,399.40	\$3,223,248.89	\$3,111,905.50	\$2,928,500.86	\$3,022,764.56	\$4,004,729.21	\$3,025,466.88	\$3,219,435.98
Base + Alt 2 + Alt 4 + Alt 5	\$3,141,019.40	\$3,347,863.89	\$3,240,238.50	\$3,025,700.18	\$3,130,933.06	\$4,195,216.24	\$3,165,976.88	\$3,350,988.13
Base + Alt 2 + Alt 3 + Alt 4 + Alt 5	\$3,470,249.40	\$3,728,088.89	\$3,568,344.50	\$3,387,185.45	\$3,471,383.56	\$4,617,257.35	\$3,557,470.88	\$3,721,621.77
Base + Alt 3	\$2,534,256.90	\$2,748,323.89	\$2,731,143.00	\$2,485,025.95	\$2,560,510.56	\$3,452,451.64	\$2,612,166.38	\$2,764,936.90
Base + Alt 3 + Alt 4	\$3,009,106.90	\$3,253,163.89	\$3,167,582.00	\$2,943,710.54	\$3,009,129.56	\$4,064,979.78	\$3,144,170.38	\$3,267,122.69
Base + Alt 3 + Alt 5	\$2,820,061.90	\$3,058,348.89	\$3,002,638.00	\$2,745,994.40	\$2,867,784.56	\$3,840,176.39	\$2,909,375.38	\$3,070,716.27
Base + Alt 3 + Alt 4 + Alt 5	\$3,294,911.90	\$3,563,188.89	\$3,459,077.00	\$3,204,678.99	\$3,316,363.56	\$4,452,704.53	\$3,441,379.38	\$3,572,902.06
Base + Alt 4	\$2,679,876.90	\$2,872,938.89	\$2,859,476.00	\$2,582,225.27	\$2,668,679.06	\$3,642,938.67	\$2,752,676.38	\$2,896,489.05
Base + Alt 4 + Alt 5	\$2,965,681.90	\$3,182,963.89	\$3,130,971.00	\$2,843,193.72	\$2,975,933.06	\$4,030,663.42	\$3,049,885.38	\$3,202,268.41
Base + Alt 5	\$2,490,831.90	\$2,678,123.89	\$2,674,532.00	\$2,384,509.13	\$2,527,314.06	\$3,418,135.28	\$2,517,881.38	\$2,700,082.62

**BID TABULATION**  
**NC 13-3 WETLAND WILDLIFE HAZARD MITIGATION**  
**NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT**

FDOT FINANCIAL PROJECT No. 427133-1-94-81, 438960-4-94-01

Item No.	Spec. No.	Item Description	Quantity	Unit	Engineers Estimate		Mace's Tractor Service, Inc.		Washford Contracting		West Construction, Inc.		Arbor Tree and Land, Inc.		Bogerson Land Development, Inc.		Ro-Bak Corporation		AVERAGE OF ITEMS BID			
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE CONTRACT BID (PHASE 1)</b>																						
1	0100	MOBILIZATION	1	LS	\$185,000.00	\$185,000.00	\$220,000.00	\$220,000.00	\$205,000.00	\$205,000.00	\$40,725.00	\$40,725.00	\$105,814.50	\$105,814.50	\$23,309.64	\$23,309.64	\$116,688.00	\$116,688.00	\$136,901.02	\$136,901.02		
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$120,000.00	\$120,000.00	\$100,000.00	\$100,000.00	\$37,160.00	\$37,160.00	\$211,643.54	\$211,643.54	\$7,500.00	\$7,500.00	\$365,955.49	\$365,955.49	\$95,041.00	\$95,041.00	\$129,550.02	\$129,550.02		
3	0170	PROJECT RECORD DOCUMENTS	1	LS	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$11,250.00	\$11,250.00	\$11,168.48	\$11,168.48	\$8,245.00	\$8,245.00	\$96,047.56	\$96,047.56	\$10,762.00	\$10,762.00	\$23,078.51	\$23,078.51		
4	F-100-1	SHEET PILE SYSTEM	1	LS	\$100,000.00	\$100,000.00	\$90,813.02	\$90,813.02	\$86,520.00	\$86,520.00	\$96,530.00	\$96,530.00	\$86,880.00	\$86,880.00	\$56,450.00	\$56,450.00	\$58,065.00	\$58,065.00	\$84,514.75	\$84,514.75		
5	F-100-2	TEMPORARY SHEET PILE	1	LS	\$30,000.00	\$30,000.00	\$24,117.21	\$24,117.21	\$50,770.00	\$50,770.00	\$4,820.25	\$4,820.25	\$4,820.25	\$4,820.25	\$47,500.00	\$47,500.00	\$25,248.69	\$25,248.69	\$17,850.00	\$17,850.00		
6	F-150-1	CLEARING AND GRUBBING	37.15	AC	\$10,000.00	\$371,500.00	\$8,000.00	\$299,200.00	\$8,035.00	\$299,200.25	\$4,162.74	\$155,389.70	\$3,000.00	\$111,450.00	\$11,450.00	\$125,250.00	\$11,450.00	\$13,720.00	\$13,720.00	\$1,300,719.86	\$1,300,719.86	
7	F-150-2	EMBANKMENT-IN-PLACE	64.87	CY	\$8.00	\$519,314.40	\$13.00	\$1,232,452.00	\$12.00	\$1,137,648.00	\$11.33	\$1,074,130.32	\$16.30	\$1,063,837.56	\$13.38	\$1,255,250.92	\$13.72	\$1,300,719.86	\$13.40	\$1,300,719.86	\$13.40	\$1,300,719.86
8	F-150-3	SILT FENCE	6,369	LF	\$1.50	\$9,553.50	\$1.25	\$7,961.25	\$1.30	\$8,380.50	\$1.40	\$8,916.00	\$1.40	\$8,916.00	\$2.00	\$12,738.00	\$1.75	\$11,190.75	\$1.75	\$11,190.75	\$1.75	\$11,190.75
9	F-150-4	TURBIDITY BARRIER	1,009	LF	\$10.00	\$10,090.00	\$10.00	\$10,090.00	\$18.00	\$18,162.00	\$16.87	\$17,030.00	\$20.00	\$20,180.00	\$17.00	\$17,153.00	\$17.00	\$17,153.00	\$17.00	\$17,153.00	\$17.00	\$17,153.00
10	F-150-5	INLET PROTECTION	1	EA	\$400.00	\$400.00	\$100.00	\$100.00	\$214.00	\$214.00	\$4,456.00	\$4,456.00	\$1,000.00	\$1,000.00	\$1,177.04	\$1,177.04	\$167.50	\$167.50	\$1,040.76	\$1,040.76		
11	F-150-6	SOIL TRACKING PREVENTION DEVICE	1	EA	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$2,700.00	\$2,700.00	\$2,340.00	\$2,340.00	\$2,000.00	\$2,000.00	\$6,551.57	\$6,551.57	\$2,650.00	\$2,650.00	\$3,840.26	\$3,840.26		
12	S-140-1	REMOVE EXISTING CONCRETE DRAINAGE STRUCTURE (MS)	1	EA	\$3,000.00	\$3,000.00	\$3,461.00	\$3,461.00	\$360.00	\$360.00	\$8,126.00	\$8,126.00	\$6,120.00	\$6,120.00	\$500.00	\$500.00	\$8,844.68	\$8,844.68	\$682.00	\$682.00		
13	S-140-2	CONCRETE REMOVAL	41,000	EA	\$4.00	\$164,000.00	\$2.00	\$82,000.00	\$2.40	\$98,400.00	\$1.17	\$47,870.00	\$5.35	\$219,400.00	\$5.35	\$219,400.00	\$3.44	\$140,800.00	\$3.21	\$132,600.00	\$3.21	\$132,600.00
14	S-140-3	RIGID REVEMENT	1,000	SF	\$12.00	\$12,000.00	\$4.50	\$4,500.00	\$16.00	\$16,000.00	\$4.99	\$4,990.00	\$5.00	\$5,000.00	\$14.05	\$14,050.00	\$4.04	\$4,040.00	\$4.04	\$4,040.00	\$4.04	\$4,040.00
15	D-75-1	3/4" HDPE DRAINAGE PIPE	682	LF	\$100.00	\$68,200.00	\$107.83	\$73,538.86	\$154.00	\$105,028.00	\$37.60	\$25,723.20	\$28.00	\$19,136.00	\$34.34	\$23,464.88	\$174.00	\$119,068.00	\$240.83	\$164,313.12		
16	D-75-2	MANHOLE, FOOT W/ 6" X 1' BOTTOM	1	EA	\$5,500.00	\$5,500.00	\$5,628.25	\$5,628.25	\$4,045.00	\$4,045.00	\$7,716.15	\$7,716.15	\$3,840.00	\$3,840.00	\$5,594.78	\$5,594.78	\$3,980.00	\$3,980.00	\$5,135.80	\$5,135.80		
17	D-75-3	INLET, FOOT TYPE D W/ 6" X 1' BOTTOM	1	EA	\$5,500.00	\$5,500.00	\$7,538.25	\$7,538.25	\$6,575.00	\$6,575.00	\$7,827.30	\$7,827.30	\$3,840.00	\$3,840.00	\$6,000.40	\$6,000.40	\$6,830.00	\$6,830.00	\$6,930.00	\$6,930.00		
18	D-75-4	CS-1 MODIFIED CONTROL STRUCTURE	1	LS	\$10,000.00	\$10,000.00	\$4,513.75	\$4,513.75	\$98,470.00	\$98,470.00	\$8,125.85	\$8,125.85	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$8,081.30	\$8,081.30	\$2,520.00	\$2,520.00		
19	D-75-5	HEADWALL	1	EA	\$4,000.00	\$4,000.00	\$2,765.75	\$2,765.75	\$9,790.00	\$9,790.00	\$5,216.20	\$5,216.20	\$5,200.00	\$5,200.00	\$8,081.30	\$8,081.30	\$2,520.00	\$2,520.00	\$5,995.89	\$5,995.89		
20	T-90-1	SEEDING	37.15	AC	\$2,750.00	\$102,162.50	\$2,000.00	\$74,300.00	\$2,345.00	\$87,116.75	\$2,662.78	\$96,188.70	\$1,000.00	\$37,500.00	\$2,400.00	\$90,450.00	\$2,760.00	\$102,934.50	\$2,271.37	\$84,381.53	\$2,271.37	
21	T-90-2	TOPSOILING	11,950	CY	\$10.00	\$119,500.00	\$10.00	\$119,500.00	\$7.50	\$89,625.00	\$5.36	\$64,000.00	\$0.70	\$8,365.00	\$14.50	\$173,175.00	\$3.25	\$38,762.50	\$6.87	\$130,000.00	\$6.87	\$130,000.00
<b>SUBTOTAL BASE CONTRACT BID (PHASE 1)</b>						<b>\$2,289,928.99</b>		<b>\$2,369,698.99</b>		<b>\$2,460,037.00</b>		<b>\$2,123,549.83</b>		<b>\$2,228,989.88</b>		<b>\$3,039,416.83</b>		<b>\$3,230,672.39</b>		<b>\$2,394,262.24</b>		
<b>ALTERNATE 1 CONTRACT BID (PHASE 2A)</b>																						
1	0100	MOBILIZATION	1	LS	\$14,000.00	\$14,000.00	\$26,750.00	\$26,750.00	\$4,445.00	\$4,445.00	\$8,216.81	\$8,216.81	\$11,100.00	\$11,100.00	\$30,681.37	\$30,681.37	\$18,863.00	\$18,863.00	\$18,191.05	\$18,191.05		
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$18,000.00	\$18,000.00	\$8,500.00	\$8,500.00	\$7,430.00	\$7,430.00	\$82,383.21	\$82,383.21	\$1,000.00	\$1,000.00	\$5,495.07	\$5,495.07	\$11,055.00	\$11,055.00	\$19,310.65	\$19,310.65		
3	F-151-1	CLEARING AND GRUBBING	6.5	AC	\$10,000.00	\$65,000.00	\$8,000.00	\$52,000.00	\$5,710.00	\$37,115.00	\$4,162.66	\$27,167.29	\$3,000.00	\$19,500.00	\$7,420.52	\$65,233.38	\$6,400.00	\$64,000.00	\$6,492.20	\$65,492.20		
4	F-151-2	EMBANKMENT-IN-PLACE	1,172	CY	\$7.72	\$9,047.84	\$13.00	\$15,236.00	\$17.00	\$19,916.00	\$11.33	\$13,274.76	\$38.24	\$44,818.00	\$33.07	\$39,141.24	\$14.54	\$17,040.50	\$20.85	\$24,440.50		
5	F-151-3	SILT FENCE	3,300	LF	\$1.50	\$4,950.00	\$1.25	\$4,125.00	\$1.30	\$4,290.00	\$1.40	\$4,620.00	\$1.40	\$4,620.00	\$2.00	\$6,600.00	\$1.75	\$5,775.00	\$1.75	\$5,775.00		
6	F-151-4	SOIL TRACKING PREVENTION DEVICE	1	EA	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$2,700.00	\$2,700.00	\$2,953.08	\$2,953.08	\$2,000.00	\$2,000.00	\$6,754.72	\$6,754.72	\$2,620.00	\$2,620.00	\$2,928.30	\$2,928.30		
7	T-90-1	SEEDING	6.5	AC	\$2,750.00	\$17,875.00	\$2,000.00	\$13,000.00	\$2,345.00	\$15,242.50	\$2,662.78	\$17,217.07	\$1,000.00	\$6,750.00	\$2,400.00	\$17,424.00	\$2,760.00	\$17,940.00	\$2,271.37	\$14,763.95	\$2,271.37	
8	T-90-2	TOPSOILING	3,500	CY	\$10.00	\$35,000.00	\$10.00	\$35,000.00	\$7.50	\$26,250.00	\$5.36	\$18,760.00	\$0.70	\$2,450.00	\$14.50	\$50,750.00	\$3.25	\$11,375.00	\$6.87	\$23,900.00		
<b>SUBTOTAL ALTERNATE 1 CONTRACT BID (PHASE 2A)</b>						<b>\$167,054.84</b>		<b>\$169,975.00</b>		<b>\$132,817.80</b>		<b>\$163,049.16</b>		<b>\$147,866.88</b>		<b>\$286,177.83</b>		<b>\$414,127.69</b>		<b>\$167,833.87</b>		
<b>ALTERNATE 2 CONTRACT BID (PHASE 2B)</b>																						
1	0100	MOBILIZATION	1	LS	\$14,000.00	\$14,000.00	\$26,800.00	\$26,800.00	\$4,445.00	\$4,445.00	\$8,216.81	\$8,216.81	\$11,100.00	\$11,100.00	\$28,316.04	\$28,316.04	\$11,000.00	\$11,000.00	\$18,812.89	\$18,812.89		
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$18,000.00	\$18,000.00	\$8,500.00	\$8,500.00	\$7,430.00	\$7,430.00	\$82,383.21	\$82,383.21	\$1,000.00	\$1,000.00	\$5,495.07	\$5,495.07	\$11,055.00	\$11,055.00	\$19,310.65	\$19,310.65		
3	F-151-1	CLEARING AND GRUBBING	7.5	AC	\$10,000.00	\$75,000.00	\$8,000.00	\$60,000.00	\$5,710.00	\$37,825.00	\$4,162.66	\$31,220.25	\$3,000.00	\$19,500.00	\$7,420.52	\$67,200.00	\$6,400.00	\$64,000.00	\$6,492.20	\$65,492.20		
4	F-151-2	EMBANKMENT-IN-PLACE	2,600	CY	\$7.72	\$20,072.00	\$13.00	\$33,800.00	\$17.00	\$44,220.00	\$11.33	\$29,458.80	\$38.24	\$99,224.00	\$33.07	\$86,582.00	\$14.54	\$37,940.50	\$20.85	\$53,723.00		
5	F-151-3	SILT FENCE	3,400	LF	\$1.50	\$5,100.00	\$1.25	\$4,250.00	\$1.30	\$4,420.00	\$1.40	\$4,760.00	\$1.40	\$4,760.00	\$2.00	\$6,800.00	\$1.75	\$5,925.00	\$1.75	\$5,925.00		
6	F-151-4	SOIL TRACKING PREVENTION DEVICE	1	EA	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$2,700.00	\$2,700.00	\$2,953.08	\$2,953.08	\$2,000.00	\$2,000.00	\$6,754.72	\$6,754.72	\$2,620.00	\$2,620.00	\$2,928.30	\$2,928.30		
7	T-90-1	SEEDING	7.5	AC	\$2,750.00	\$20,625.00	\$2,000.00	\$15,000.00	\$2,345.00	\$17,587.50	\$2,662.78	\$19,970.85	\$1,000.00	\$7,125.00	\$2,400.00	\$20,250.00	\$2,760.00	\$23,490.00	\$2,271.37	\$16,487.50	\$2,271.37	
8	T-90-2	TOPSOILING	4,600	CY	\$10.00	\$46,000.00	\$10.00	\$46,000.00	\$7.50	\$34,125.00	\$5.36	\$24,660.00	\$0.70	\$3,220.00	\$14.50	\$66,700.00	\$3.25	\$14,925.00	\$6.87	\$31,200.00		
<b>SUBTOTAL ALTERNATE 2 CONTRACT BID (PHASE 2B)</b>						<b>\$176,337.56</b>		<b>\$164,999.88</b>		<b>\$109,387.56</b>		<b>\$162,548.46</b>		<b>\$155,975.57</b>		<b>\$304,862.82</b>		<b>\$416,091.68</b>		<b>\$168,719.21</b>		
<b>ALTERNATE 3 CONTRACT BID (PHASE 2A)</b>																						
1	0100	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	\$43,000.00	\$43,000.00	\$6,670.00	\$6,670.00	\$10,126.35	\$10,126.35	\$18,750.00	\$18,750.00	\$45,513.23	\$45,513.23	\$25,578.00	\$25,578.00	\$25,106.26	\$25,106.26		
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$4,400.00	\$4,400.00	\$12,500.00	\$12,500.00	\$7,430.00	\$7,430.00	\$82,149.21	\$82,149.21	\$2,000.00	\$2,000.00	\$7,886.16	\$7,886.16	\$11,055.00	\$11,055.00	\$20,471.73	\$20,471.73		
3	F-151																					

**BID TABULATION**  
**NC 13-3 WETLAND WILDLIFE HAZARD MITIGATION**  
**NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT**  
**FDOT FINANCIAL PROJECT No. 427133-1-04-01, 43850-4-04-01**

Item No.	Spec. No.	Item Description	Quantity	Unit	Engineers Estimate		Mucci's Tractor Service, Inc.		Westwind Contracting		West Construction, Inc.		Arber Tree and Land, Inc.		Borgeron Land Development, Inc.		Rio-Bak Corporation		AVERAGE OF ITEMS BID				
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
5	P-156-1	SILT FENCE	3,780	LF	\$1.50	\$4,000.00	\$1.25	\$3,375.00	\$1.30	\$3,510.00	\$1.40	\$3,780.00	\$1.34	\$11,718.00	\$5.00	\$15,000.00	\$1.57	\$4,230.00	\$2.58	\$6,952.50	\$2.58	\$6,952.50	
6	P-156-4	SOIL TRACKING PREVENTION DEVICE	1	EA	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,725.00	\$2,725.00	\$2,953.00	\$2,953.00	\$2,000.00	\$2,000.00	\$5,488.12	\$5,488.12	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
7	T-901-1	SEEDING	103	AC	\$2,750.00	\$283,250.00	\$2,000.00	\$206,000.00	\$2,345.00	\$239,535.00	\$2,511.28	\$258,682.24	\$1,500.00	\$154,500.00	\$2,480.86	\$255,448.58	\$2,700.00	\$278,100.00	\$2,162.00	\$222,786.00	\$2,271.22	\$283,938.46	
8	T-905-1	TOPSOILING	3,780	CY	\$10.00	\$37,800.00	\$10.00	\$37,800.00	\$7.80	\$29,424.00	\$5.35	\$20,204.00	\$0.70	\$2,646.00	\$4.68	\$17,568.00	\$3.26	\$12,304.80	\$3.26	\$12,304.80	\$5.30	\$20,031.60	
<b>SUBTOTAL ALTERNATE 3 CONTRACT BID (PHASE 3A)</b>						<b>\$229,228.00</b>		<b>\$206,225.00</b>		<b>\$228,104.00</b>		<b>\$361,485.27</b>		<b>\$348,458.98</b>		<b>\$422,841.00</b>		<b>\$391,494.00</b>		<b>\$378,623.89</b>		<b>\$378,623.89</b>	
<b>ALTERNATE 4 CONTRACT BID (PHASE 3B)</b>																							
1	0100	MOBILIZATION	1	LS	\$43,000.00	\$43,000.00	\$52,200.00	\$52,200.00	\$8,135.00	\$8,135.00	\$11,881.35	\$11,881.35	\$21,400.00	\$21,400.00	\$47,457.27	\$47,457.27	\$28,727.00	\$28,727.00	\$28,458.77	\$28,458.77	\$28,458.77	\$28,458.77	
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$4,400.00	\$4,400.00	\$12,500.00	\$12,500.00	\$13,000.00	\$13,000.00	\$82,148.21	\$82,148.21	\$2,000.00	\$2,000.00	\$8,163.51	\$8,163.51	\$11,055.00	\$11,055.00	\$11,055.00	\$11,055.00	\$21,744.82	\$21,744.82	
3	P-151-1	CLEARING AND GRUBBING	15	AC	\$10,000.00	\$150,000.00	\$8,000.00	\$96,000.00	\$5,385.00	\$80,775.00	\$4,102.75	\$61,541.25	\$3,000.00	\$45,000.00	\$7,420.52	\$111,307.80	\$8,400.00	\$126,000.00	\$5,385.00	\$80,775.00	\$5,385.00	\$80,775.00	
4	P-152-2	EMBANKMENT-IN-PLACE	28,859	CY	\$8.52	\$246,140.00	\$13.00	\$375,167.00	\$13.50	\$389,406.50	\$11.33	\$326,255.00	\$16.81	\$484,735.00	\$17.81	\$513,881.17	\$18.57	\$534,115.00	\$14.84	\$428,316.00	\$14.84	\$428,316.00	
5	P-156-1	SILT FENCE	4,800	LF	\$1.50	\$7,200.00	\$1.25	\$6,000.00	\$1.30	\$6,240.00	\$1.40	\$6,720.00	\$1.34	\$6,432.00	\$5.51	\$16,224.00	\$1.57	\$7,524.00	\$2.58	\$6,952.50	\$2.58	\$6,952.50	
6	P-156-2	TURBIDITY BARRIER	164	LF	\$15.00	\$2,460.00	\$10.00	\$1,640.00	\$16.00	\$2,624.00	\$17.55	\$2,878.20	\$29.50	\$4,838.00	\$21.86	\$3,585.64	\$18.00	\$2,952.00	\$2,624.00	\$2,624.00	\$2,624.00	\$2,624.00	\$2,624.00
7	P-156-4	SOIL TRACKING PREVENTION DEVICE	1	EA	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$2,953.00	\$2,953.00	\$2,000.00	\$2,000.00	\$5,754.72	\$5,754.72	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
8	T-901-1	SEEDING	15	AC	\$2,750.00	\$41,250.00	\$2,000.00	\$30,000.00	\$2,345.00	\$35,175.00	\$2,511.28	\$37,669.20	\$1,500.00	\$22,500.00	\$2,480.86	\$37,212.90	\$2,700.00	\$40,500.00	\$2,162.00	\$27,930.00	\$2,271.22	\$34,071.30	
9	T-905-1	TOPSOILING	3,780	CY	\$10.00	\$37,800.00	\$10.00	\$37,800.00	\$7.80	\$29,424.00	\$5.35	\$20,204.00	\$0.70	\$2,646.00	\$4.68	\$17,568.00	\$3.26	\$12,304.80	\$3.26	\$12,304.80	\$5.30	\$20,031.60	
<b>SUBTOTAL ALTERNATE 4 CONTRACT BID (PHASE 3B)</b>						<b>\$474,850.00</b>		<b>\$364,846.00</b>		<b>\$489,439.00</b>		<b>\$468,654.59</b>		<b>\$448,910.00</b>		<b>\$612,538.14</b>		<b>\$532,004.00</b>		<b>\$502,195.74</b>		<b>\$502,195.74</b>	
<b>ALTERNATE 5 CONTRACT BID (PHASE 4)</b>																							
1	0100	MOBILIZATION	1	LS	\$26,000.00	\$26,000.00	\$39,650.00	\$39,650.00	\$4,445.00	\$4,445.00	\$12,039.30	\$12,039.30	\$19,300.00	\$19,300.00	\$45,201.20	\$45,201.20	\$25,452.00	\$25,452.00	\$24,041.27	\$24,041.27	\$24,041.27	\$24,041.27	
2	0100	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	1	LS	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$7,430.00	\$7,430.00	\$26,693.55	\$26,693.55	\$2,000.00	\$2,000.00	\$7,686.16	\$7,686.16	\$11,055.00	\$11,055.00	\$11,055.00	\$11,055.00	\$20,978.12	\$20,978.12	
3	P-151-1	CLEARING AND GRUBBING	8.5	AC	\$10,000.00	\$85,000.00	\$8,000.00	\$68,000.00	\$5,515.00	\$46,877.50	\$4,162.82	\$35,383.97	\$3,000.00	\$45,000.00	\$7,420.52	\$62,074.42	\$8,400.00	\$70,400.00	\$5,419.72	\$44,012.65	\$5,419.72	\$44,012.65	
4	P-152-2	EMBANKMENT-IN-PLACE	22,959	CY	\$8.49	\$194,890.00	\$13.00	\$298,467.00	\$13.00	\$298,467.00	\$11.33	\$259,990.00	\$16.81	\$385,909.00	\$17.81	\$408,160.00	\$18.57	\$425,100.00	\$14.84	\$340,200.00	\$14.84	\$340,200.00	
5	P-156-1	SILT FENCE	3,180	LF	\$1.50	\$4,770.00	\$1.25	\$3,975.00	\$1.30	\$4,134.00	\$1.40	\$4,452.00	\$1.34	\$4,261.20	\$5.51	\$17,496.00	\$1.57	\$5,004.00	\$2.58	\$8,167.50	\$2.58	\$8,167.50	
6	P-156-2	TURBIDITY BARRIER	386	LF	\$15.00	\$5,790.00	\$10.00	\$3,860.00	\$16.00	\$6,176.00	\$17.55	\$6,772.30	\$29.50	\$11,307.00	\$21.86	\$8,430.00	\$18.00	\$6,948.00	\$2,624.00	\$2,624.00	\$2,624.00	\$2,624.00	
7	P-156-4	SOIL TRACKING PREVENTION DEVICE	1	EA	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00	\$2,953.00	\$2,953.00	\$2,000.00	\$2,000.00	\$5,754.72	\$5,754.72	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
8	T-901-1	SEEDING	8.5	AC	\$2,750.00	\$23,375.00	\$2,000.00	\$17,000.00	\$2,345.00	\$19,932.50	\$2,511.28	\$21,335.88	\$1,500.00	\$12,750.00	\$2,480.86	\$21,087.31	\$2,700.00	\$22,950.00	\$2,162.00	\$23,375.00	\$2,271.22	\$23,375.00	
9	T-905-1	TOPSOILING	3,200	CY	\$10.00	\$32,000.00	\$10.00	\$32,000.00	\$7.80	\$24,960.00	\$5.35	\$17,120.00	\$0.70	\$2,240.00	\$4.70	\$15,140.00	\$3.26	\$10,400.00	\$3.26	\$10,400.00	\$5.30	\$16,960.00	
<b>SUBTOTAL ALTERNATE 5 CONTRACT BID (PHASE 4)</b>						<b>\$285,895.00</b>		<b>\$216,625.00</b>		<b>\$271,496.00</b>		<b>\$290,768.45</b>		<b>\$307,284.00</b>		<b>\$407,724.76</b>		<b>\$397,288.00</b>		<b>\$385,773.37</b>		<b>\$385,773.37</b>	

Engineer's Certification:  
 I hereby certify that the above is a true and correct summary of Bid proposals received

Typographical Error - decimal missing on the unit price  
 Math Error - extended total corrected

*M. Paul E. Spencer*  
 THE LPA GROUP INCORPORATED

**INTEROFFICE MEMORANDUM  
DEPARTMENT OF AIRPORTS**

**TO:** Jerry Allen, Director, Planning and Community Affairs

**FROM:** Laura Beebe, Deputy Director, Airport Business Affairs



**DATE:** June 3, 2013

**RE:** Wetland Wildlife Hazard Mitigation (F45), NC 13-3  
Disadvantaged Business Enterprise (DBE) Bid Review

---

I have reviewed the bids submitted in response to the Invitation for Bids issued for the Wetland Wildlife Hazard Mitigation at the North Palm Beach County General Aviation Airport, NC 13-3 and have concluded that West Construction, Inc., subject to submission of completed Schedule 6 forms in accordance with the IFB, is responsive to the DBE requirements. Rio-Bak Corporation is also responsive to the DBE requirements. All other submittals are non-responsive to the DBE requirements. More detailed information can be found in the attached summary.

If you have any questions, please let me know.

Enc. (1)

**Wetland Wildlife Mitigation (F45), PBC Project No. NC 13-3**

	West Construction, Inc.	DBE (\$)	DBE (%)	Rio-Bak Corporation	DBE (\$)	DBE (%)	Bergeron Land Development, Inc.	DBE (\$)	DBE (%)
Base Bid	\$ 2,123,540.68	\$ 389,346.00	18%	\$2,220,672.38	\$ 284,695.25	13%	\$3,030,410.53	\$ -	0%
Alternate 1 (Phase 2A)	\$ 183,050.19	\$ 33,900.00	19%	\$ 141,217.50	\$ 33,401.00	24%	\$ 250,177.03	\$ -	0%
Alternate 2 (Phase 2B)	\$ 182,506.46	\$ 40,133.00	22%	\$ 116,091.50	\$ 38,110.25	33%	\$ 164,552.82	\$ -	0%
Alternate 3 (Phase 3A)	\$ 361,485.27	\$ 70,389.00	19%	\$ 391,494.00	\$ 47,250.00	12%	\$ 422,041.00	\$ -	0%
Alternate 4 (Phase 3B)	\$ 458,684.59	\$ 84,044.00	18%	\$ 532,004.00	\$ 70,889.00	13%	\$ 612,528.14	\$ -	0%
Alternate 5 (Phase 4)	\$ 260,968.45	\$ 51,422.00	20%	\$ 297,209.00	\$ 46,131.50	16%	\$ 384,724.75	\$ -	0%

	Westwind Contracting	DBE (\$)	DBE (%)	Mancil's Tractor Service	DBE (\$)	DBE (%)	Arbor Tree & Land, Inc	DBE (\$)	DBE (%)
Base Bid	\$ 2,403,037.00	\$ 284,695.25	12%	\$2,368,098.89	\$ 443,293.60	19%	\$2,220,060.06	\$420,495.00	19%
Alternate 1 (Phase 2A)	\$ 132,817.50	\$ 38,152.75	29%	\$ 149,975.00	\$ 21,581.75	14%	\$ 147,966.00	\$ 16,235.37	11%
Alternate 2 (Phase 2B)	\$ 109,267.50	\$ 38,392.75	35%	\$ 164,900.00	\$ 4,973.00	3%	\$ 154,615.00	\$ 16,393.00	11%
Alternate 3 (Phase 3A)	\$ 328,106.00	\$ 38,773.75	12%	\$ 380,225.00	\$ 72,259.80	19%	\$ 340,450.50	\$ 61,284.60	18%
Alternate 4 (Phase 3B)	\$ 456,439.00	\$ 43,252.75	9%	\$ 504,840.00	\$ 94,783.70	19%	\$ 448,619.00	\$ 80,752.50	18%
Alternate 5 (Phase 4)	\$ 271,495.00	\$ 43,732.75	16%	\$ 310,025.00	\$ 63,134.10	20%	\$ 307,254.00	\$ 55,309.40	18%

1. West Construction, Inc., is responsive to the DBE requirements. Schedule 6 was incomplete, but may be requested per the IFB.
2. Rio-Bak Corporation is responsive to the DBE requirements. Although the DBE goal was not achieved for all phases, documentation of good faith efforts was provided as required by the IFB.
3. Bergeron Land Development, Inc., is not responsive to the DBE requirements for failure to demonstrate good faith efforts to achieve the DBE goal. The company failed to complete required DBE forms in their entirety.
4. Westwind Contracting is not responsive to the DBE requirements for failure to demonstrate good faith efforts to achieve the DBE goal. Agricultural Land Services is not a DBE firm; therefore, the firm's participation may not be counted toward the DBE goal. The company failed to complete the required DBE forms in their entirety and submitted forms not contained in the IFB.
5. Mancil's Tractor Service, Inc., is not responsive to the DBE requirements for failure to demonstrate good faith efforts on Alternate 1 (Phase 2A) & Alternate 2 (Phase 2B). There were also discrepancies on the forms and incomplete forms.
6. Arbor Tree & Land, Inc., is not responsive to the DBE requirements for failure to demonstrate good faith efforts on Alternate 1 (Phase 2A) & Alternate 2 (Phase 2B).



13 - 1086

**BUDGET TRANSFER**  
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:

BGEX 071613/1809

Fund 4111 Airport Improvement & Development Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/16/2013	REMAINING BALANCE
<u>Expenditures</u>								
121-A295-6505	Design/Eng/Mgmt-Cip Admin	2,443,856	2,439,139	207,628	0	2,646,767	1,107,711	1,539,056
121-A900-9909	Reserves Improvement Program	36,099,671	26,229,862		207,628	26,022,234		26,022,234
<b>Total Appropriations &amp; Expenditures</b>				<u>207,628</u>	<u>207,628</u>	<u>184,834,695</u>		

Signatures

Date

By Board of County Commissioners

Airports

At Meeting of

INITIATING DEPARTMENT/DIVISION

*CM Semino* 7/17/13

August 13, 2013

Administration/Budget Department Approval

*John [Signature]* 7/26/13

Deputy Clerk to the Board of County Commissioners

OFMB Department - Posted

\_\_\_\_\_

*AM*  
*7/29/13*

Attachment #

3