# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Agenda Item #:

الكان الثلثاء التقار بالمثلة التنتاج جامع أجري يتجرب بيبية ويربع ويبيع مريبين الكان التلك التكان بكري المثلة بالمثل بيبيع الجرب الجرب الجرب الجرب الجرب الجرب			
Meeting Date:	November 19, 2013	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department:			

Submitted By: Department of Airports

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#### Submitted For:

### I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A contract with Community Asphalt Corp. in the amount of \$907,522.30 for the Taxiway D and H Extensions at North Palm Beach County General Aviation Airport (F45).

**Summary:** This project was advertised utilizing the County's competitive bid process. On August 22, 2013, five (5) bids were received for the Taxiway D and H Extensions at F45. Of the five (5) bids, Community Asphalt Corp., a Palm Beach County company has been identified as the lowest responsible/responsive bidder in the amount of \$907,522.30 for the Taxiway D and H Extensions at F45. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 15%. Community Asphalt Corp. is responsive to the DBE requirements. Florida Department of Transportation (FDOT) grant funding of \$726,018 and Passenger Facility Charge (PFC) funding of \$181,504.30 are being utilized to fund this project. **Countywide (JCM)** 

**Background and Justification:** This project consists of the extension of Taxiway "D" from its current terminus at the general aviation apron to the east end of Runway 8L-26R, including the installation of additional taxiway edge lighting and airfield signage. The project also includes the construction of Taxiway Connectors "D" and "H" from its current terminus to the proposed extension of Taxiway "D". The construction of this taxiway will serve several parcels that have direct airfield access just north of the terminal building at the Airport. At the present time, there is no paved taxiway/taxilane from these parcels to provide access to the taxiway/runway network. A paved connection from the parcels to the adjacent taxiways serving the apron and crosswind runway would provide direct airfield access, thereby increasing the viability and usefulness of the site. Builder's Risk Insurance is not required for this project.

#### Attachments:

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

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Recommended	By HA Sandely	10/21/13
	Department Director	Date
Approved By:	of Adven	17/173
	County Administrator	<sup>)</sup> Date

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>14</u>	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>
Capital Expenditures Operating Costs	<u>\$907,522</u>				. <u></u>
External Revenues (Grants) Program Income (County) In-Kind Match (County)	<u>\$(726,018)</u>		·····		
NET FISCAL IMPACT	<u>\$181,504.</u>		######################################	*****************************	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No \_\_\_\_\_ Budget Account No.: Fund <u>4111</u> Department <u>121</u> Unit <u>A300</u> Object <u>6504</u>

Reporting Category Revenue : Fol 4/11 Dept: 121 unt: A300 R3C 3404 8224

**Recommended Sources of Funds/Summary of Fiscal Impact:** Β.

Approval of this item provides budget for the Community Asphalt Corp. contract of \$907,522.30. Funding sources consist of FDOT grant funds of \$726,018 and PFC funds of \$181,504.30. No Airport funding included in this project.

**Departmental Fiscal Review:** С.

**III. REVIEW COMMENTS** 

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

13 OFM

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Β. Legal Sufficiency

Attornev

Assistant County

C. **Other Department Review:** 

**Department Director** 

**REVISED 9/03** ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

#### 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:

#### F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport PALM BEACH COUNTY PROJECT No. NC 13-6

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 July 2013.
- Completed Bond, Surety and Insurance Forms, dated \_\_\_\_\_.
- Specifications, dated July 2013.
- General Provisions, dated <u>July 2013</u>.
- Special Provisions, dated <u>July 2013</u>.
- Addendum No. 1, dated <u>August 16, 2013</u>.
- Drawings, dated July 2013.
- Completed Bid and Attachments, dated <u>August 22, 2013</u>.

and to accept as full compensation for the satisfactory performance of this Contract the sum of <u>Nine Hundred Seven Thousand Five Hundred Twenty Two and 30/100</u> Dollars (<u>\$ 907,522.30</u>) which includes Base Bid plus Additive Bid No. 1 for <u>F45 Taxiway D and H Extensions</u> at <u>North</u> Palm Beach County General Aviation 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.

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

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Contract Documents July 2013

Attachment # /

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

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Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

Contract Documents July 2013

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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:	Chair
ATTEST	Tiña M. LAWS Solstart Secretary	_ CONTRACTOR BY: TITLE	Corporate Seal)
APPROVEI CONDITIO	D TO AS TO TERMS AND NS	APPROV	ED AS TO FORM AND LEGAL SUFFICIENCY
BY:	Jun Lely Director of Airports	BY:	County Attorney

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

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Contract Documents July 2013 This page intentionally left blank

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

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Contract Documents July 2013



October 11, 2013

Palm Beach County Board of County Commissioners C/O Dept. of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

Re: Community Asphalt Corp. Project: Contract No. NC 13-6, F45 Taxiway D and H Extension Bond Nos. 105806845 Bond Amount: \$907,522.30

To Whom It May Concern:

As bonding agents for Community Asphalt Corp., we have prepared and executed Public Construction Bonds required for the above captioned project. Since the contract date is not available at this time, we have not inserted the contract date.

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

Sincerely, Travelers Casualty and Surety Company of America

102 nna Llo Andrea E. Gorbert Attorney-In-Fact

A on Risk Services, Inc. of Florida 390 North Broadway, Jericho, NY 11753 tel: 516-396-4242

# ACKNOWLEDGEMENT OF SURETY

STATE OF New York,) COUNTY OF Nassau,)

ON THE <u>11th</u> DAY OF <u>October</u>, 20<u>13</u>, BEFORE ME PERSONALLY CAME <u>Andrea E.</u> <u>Gorbert</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT <u>Suffolk County, NY</u> THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Travelers Casualty and Surety Company of America</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

BEVERLY A. WOOLFORD NOTARY PUBLIC, State of New York No. 01WO6132557 Qualified in Queens County Commission Expires August 29, 2011

J. Wore food

	WARNING: THIS POWER OF ATTORNEY IS INVAL	D WITHOUT THE RED BORDER
	POWER OF ATTOP	RNEY
TRAVELERS	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. 226	253	Certificate No. 005382846
Company, St. Paul Mercury Insu Fidelity and Guaranty Company corporation duly organized under	arance Company, Travelers Casualty and Surety Company, are corporations duly organized under the laws of the St	Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Travelers Casualty and Surety Company of America, and United States ate of Connecticut, that Fidelity and Guaranty Insurance Company is a ty Insurance Underwriters, Inc., is a corporation duly organized under the appanies do hereby make, constitute and appoint
David W. Rosehill, Nancy Beverly A. Woolford, and	Schnee, James E. Marran, Jr., Annette Leuschne Anne Potter	er, Andrea E. Gorbert, Valorie Spates,
other writings obligatory in the r	more than one is named above, to sign, execute, seal and ack	Cork, their true and lawful Attorney(s)-in-Fact, their true and lawful Attorney(s)-in-Fact, chowledge any and all bonds, recognizances, conditional undertakings and of guaranteeing the fidelity of persons, guaranteeing the performance of actions or proceedings allowed by law.
IN WITNESS WHEREOF, the day of	Companies have caused this instrument to be signed and the 2013	eir corporate seals to be hereto affixed, this26th
	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
1982 1982 1987 1987 1977	NCORPORATED 1951	(CONFORMATION) SEAL SEAL
State of Connecticut City of Hartford ss.		By:Robert L. Raney, Senior Vice President
be the Senior Vice President of Fa Fire and Marine Insurance Comp Casualty and Surety Company of	urmington Casualty Company, Fidelity and Guaranty Insurat any, St. Paul Guardian Insurance Company, St. Paul Mercur	e me personally appeared Robert L. Raney, who acknowledged himself to nee Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul y Insurance Company, Travelers Casualty and Surety Company, Travelers 19, and that he, as such, being authorized so to do, executed the foregoing aself as a duly authorized officer.
<b>In Witness Whereof, I</b> hereunto My Commission expires the 30th		Marie C. Tetreault, Notary Public
58440-8-12 Printed in U.S.A.		

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#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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

IN TESTIMONY	WHEREOF, I ha	ve hereunto set m	y hand and affixe	d the seals of said	l Companies this _	day of _		, 20
					- <u> </u> -	Kevin E. Hughes,	E Hey	
					ų	Kevin E. Hughes,	Assistant Scotlar	y
	1977) 1977)	исовромите 1951		SEAL S	CUT INSUS	HARTFORD, CONN.	HIMTORD B	HIGHER AND AN AND AND AND AND AND AND AND AND
To verify the auther above-named indivi	nticity of this Pov duals and the deta	ver of Attorney, c	all 1-800-421-38 which the power	80 or contact us a is attached	at www.travelersbo	ond.com. Please re	fer to the Attorne	y-In-Fact number, the

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

#### FINANCIAL STATEMENT AS OF DECEMBER 31, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	·
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ASSETS PREMIUM BALANCES MET DEFERRED TAX ASSET REINSURANCE RECOVERABLE SECURITIES LENDING REINVESTED COLLATERAL ASSETS RECEIVALES FROM PARENT, SUBSIDIARIES AND AFFILIATES UNDISTRIBUTED PAYMENTS OTHER ASSETS	<ul> <li>\$ 15,936,791</li> <li>3,713,171,015</li> <li>50,798,732</li> <li>280,730,697</li> <li>184,942,508</li> <li>63,274,378</li> <li>12,410,524</li> <li>7,769,155</li> <li>11,089,470</li> <li>(1,439,555)</li> <li>884,093</li> </ul>	UNEARNED PREMIUMS LÖSSES REINSURANCE PAYABLE ON PAID LOSSES & LÖSS ADJ, EXPENSES LOSS ADJUSTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE ADVANCE PREMIUM PAYABLE FOR SECURTIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE ESCHEAT LIABILITY OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	<ul> <li>\$ 783,409,692</li> <li>\$ 901,058,710</li> <li>\$ 1,446,021</li> <li>\$ 534,370,660</li> <li>29,221,779</li> <li>\$ 66,762,864</li> <li>35,558,967</li> <li>\$ 94,449,544</li> <li>60,675,573</li> <li>19,270,331</li> <li>79,084,806</li> <li>\$ 3,163,164</li> <li>6,730,121</li> <li>\$ 5,314,325</li> <li>726,898</li> <li>7,769,155</li> <li>(70,803,774)</li> <li>\$ 22,559,109,957</li> <li>\$ 6,480,000</li> <li>433,803,760</li> <li>1,340,188,061</li> <li>\$ 1,780,451,821</li> </ul>
TOTAL ASSETS	\$ 4,339,558,778	TOTAL LIABILITIES & SURPLUS	\$ 4,339,558,778

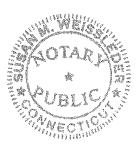
STATE OF CONNECTICUT	Ŷ
COUNTY OF HARTFORD	) 88.
CITY OF HARTFORD	)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELER'S CASUALTY AND SURETY COMPANY OF AMERICA. AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2012.

SECOND VICE PRESIDENT

<u> 1927</u>

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF MARCH, 2013



SUSAN<sup>I</sup>M. WEISSLEDER Notary Public My Commission Expires November 30, 2017

NOTARY PUBLIC

#### PUBLIC CONSTRUCTION BOND

BOND NUMBER:	105806845
BOND AMOUNT:	line Hundred Seven Thousand Five Hundred Twenty-Two and 30/100 Dollars (\$907,522.30)
CONTRACT AMOUNT	Nine Hundred Seven Thousand Five Hundred Twenty-Two and 30/100 Dollars (\$907,522.30)
CONTRACTOR'S NAM	E: Community Asphalt Corp.
CONTRACTOR'S ADD	RESS:7795 Hooper Road West Palm Beach, FL 33411
CONTRACTOR'S PHON	NE: (561) 790-6467
SURETY COMPANY:	Travelers Casualty and Surety Company of America
SURETY'S ADDRESS:	One Tower Square Hartford, CT 06183
OWNER'S NAME:	PALM BEACH COUNTY
OWNER'S ADDRESS:	C/O Dept. of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470
OWNER'S PHONE:	(561) 471-7400

DESCRIPTION OF WORK: The project consists of a 35-foot wide by 1,315 foot long extension of Taxiway D from its current terminus at the general aviation apron to the east end of Runway 8L-26R. The project also includes the 35-foot wide by 350' long extension of Taxiway H south from its current terminus to the proposed extension of Taxiway D. The type of work includes erosion control, excavation and grading, limerock base, bituminous surface course, airfield pavement marking, approximately 27,000 linear feet of joint sealer, sodding, and airfield electrical construction (Medium Intensity Taxiway Edge Lighting and Airfield Signage).

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

LEGAL DESCRIPTION:

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

Contract Documents July 2013

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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 <u>Nine Hundred Seven Thousand Five Hundred Twenty Two and 30/100 Dollars</u> (\$907,522.30) which includes Base Bid plus Additive Bid No. 1 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: F45 Taxiway D and H Extensions

Project No.: NC 13-6

Project Description: The project consists of a 35-foot wide by 1,315 foot long extension of Taxiway D from its current terminus at the general aviation apron to the east end of Runway 8L-26R. The project also includes the 35-foot wide by 350' long extension of Taxiway H south from its current terminus to the proposed extension of Taxiway D. The type of work includes erosion control, excavation and grading, limerock base, bituminous surface course, airfield pavement marking, approximately 27,000 linear feet of joint sealer, sodding, and airfield electrical construction (Medium Intensity Taxiway Edge Lighting and Airfield Signage).

Project Location: North Palm Beach County General Aviation Airport

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF FIRM:American Infrastructure Development, Inc.LOCATION OF FIRM:13000 N. Dale Mabry Hwy, Tampa, FLPHONE:813-374-2200FAX:813-374-8905

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 <u>F45 Taxiway D and H Extensions</u>, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

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2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statues. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statues.

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

Witness

Community (Seal) Principal Swellertrop, Vice President ualty and Surety Company of America Travelers (Seal) Surety Andrea E. Gorbert, Attorney-In-Fact

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

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#### ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF <u>Florida</u>,) COUNTY OF <u>Falm Brach</u>,)

ON THE 11 DAY OF October 2012, BEFORE ME PERSONALLY CAME <u>Hand Suellentrop</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S) HE RESIDES AT <u>300 N. FOTree Love</u>, Plantation, FI 33317 THAT (S) HE IS THE <u>Vice President</u> OF <u>Community Asphalt Corp.</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT (S) HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF

SAID **NOTRP ODRACT CATL OF FLORIDA** Maureen F. Merrick Commission # DD963036 Expires: FEB. 18, 2014 BONDED THRU ATLANTIC BONDING CO, INC.

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK,) COUNTY OF NASSAU,)

ON THE <u>11<sup>th</sup></u> DAY OF <u>October</u> 2013, BEFORE ME PERSONALLY CAME <u>Andrea E. Gorbert</u> TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT (S)HE RESIDES AT <u>Suffolk County, NY</u> THAT (S)HE IS THE ATTORNEY-IN-FACT OF <u>Travelers</u> <u>Casualty and Surety Company of America</u> THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE FOREFGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT (S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.

BEVERLY A. WOOLFORD NOTARY PUBLIC, State of New York No. 01W08132857 Qualified in Queens County Commission Expires August 29, 2011.

na little Notory Public

	WARNING: THIS POWER OF ATTORNEY IS INVALID	WITHOUT THE RED BORDER
	POWER OF ATTOR	NEY
TRAVELERS	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. 2262	253	Certificate No. 005382845
Company, St. Paul Mercury Insu Fidelity and Guaranty Company corporation duly organized under	arance Company, Travelers Casualty and Surety Company, T are corporations duly organized under the laws of the Stat	aul Fire and Marine Insurance Company, St. Paul Guardian Insurance Travelers Casualty and Surety Company of America, and United States te of Connecticut, that Fidelity and Guaranty Insurance Company is a Insurance Underwriters, Inc., is a corporation duly organized under the banies do hereby make, constitute and appoint
David W. Rosehill, Nancy Beverly A. Woolford, and	Schnee, James E. Marran, Jr., Annette Leuschner Anne Potter	, Andrea E. Gorbert, Valorie Spates,
other writings obligatory in the r	more than one is named above, to sign, execute, seal and ackn	ork, their true and lawful Attorney(s)-in-Fact, towledge any and all bonds, recognizances, conditional undertakings and of guaranteeing the fidelity of persons, guaranteeing the performance of ctions or proceedings allowed by law.
IN WITNESS WHEREOF, the day of	Companies have caused this instrument to be signed and their 2013	r corporate seals to be hereto affixed, this26th
	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
	NICORPORATED 1951 SE ALLOS	SEAL SEAL
State of Connecticut City of Hartford ss.	В	y:Robert L. Raney, Senior Vice President
be the Senior Vice President of Fa Fire and Marine Insurance Comp Casualty and Surety Company of	armington Casualty Company, Fidelity and Guaranty Insurance bany, St. Paul Guardian Insurance Company, St. Paul Mercury	me personally appeared Robert L. Raney, who acknowledged himself to ce Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Insurance Company, Travelers Casualty and Surety Company, Travelers and that he, as such, being authorized so to do, executed the foregoing self as a duly authorized officer.
In Witness Whereof, I hereunto My Commission expires the 30th		Marie C. Jetreault Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, 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.

\_ day of \_

20

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_

					ť	Kevin E. Hughes, J	E Huy Assistant Secretary	
1982 • 1982 • 1982	1977 bi	MCORPORATED 1951	THE CALL	SEAL OF	MAN AND AND AND AND AND AND AND AND AND A	HARTFORD, ON HARTF	A REAL PROPERTY OF THE PROPERT	HILTY MODEL
To verify the authen above-named individ					t www.travelersbo	ond.com. Please re	fer to the Attorne	y-In-Fact number, the

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

#### TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

# FINANCIAL STATEMENT AS OF DECEMBER 31, 2012

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH BONDS INVESTMENT INCOME DUE AND ACCRUED OTHER INVESTED ASSETS PREMIUM BALANCES NET DEFERRED TAX ASSET REINSURANCE RECOVERABLE SECURITIES LENDING REINVESTED COLLATERAL ASSETS RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES UNDISTRIBUTED PAYMENTS OTHER ASSETS	\$ 15,936,791 3,713,171,015 50,798,732 280,730,697 184,942,508 63,274,378 12,410,524 7,769,155 11,080,470 (1,439,585) 884,093	UNEARNED PREMIUMS LOSSES REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES LOSS ADJ.USTMENT EXPENSES COMMISSIONS TAXES, LICENSES AND FEES OTHER EXPENSES FUNDS HELD UNDER REINSURANCE TREATIES CURRENT FEDERAL AND FOREIGN INCOME TAXES REMITTANCES AND ITEMS NOT ALLOCATED AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS RETROACTIVE REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE RESERVE ASSUMED POLICYHOLDER DIVIDENDS PROVISION FOR REINSURANCE ADVANCE FREMIUM PAYABLE FOR SECURITIES LENDING CEDED REINSURANCE NET PREMIUMS PAYABLE ESCHEAT LIABILITY OTHER ACCRUED EXPENSES AND LIABILITIES TOTAL LIABILITIES CAPITAL STOCK PAID IN SURPLUS OTHER SURPLUS TOTAL SURPLUS TO POLICYHOLDERS	<ul> <li>\$ 783,409,692</li> <li>901,058,710</li> <li>1,446,021</li> <li>534,370,660</li> <li>29,281,779</li> <li>86,762,894</li> <li>35,588,967</li> <li>94,449,544</li> <li>60,675,573</li> <li>19,270,931</li> <li>79,084,806</li> <li>3,163,164</li> <li>6,730,121</li> <li>5,314,325</li> <li>726,898</li> <li>7,769,155</li> <li>(70,803,744</li> <li>525,399</li> <li>262,062</li> <li>\$ 2,559,106,957</li> <li>\$ 6,480,000</li> <li>433,603,760</li> <li>1,340,168,061</li> <li>\$ 1,769,451,821</li> </ul>
TOTAL ASSETS	\$ 4,339,558,778	TOTAL LIABILITIES & SURPLUS	\$ 4:339,558,778

STATE OF CONNECTICUT	)
COUNTY OF HARTFORD	) 88.
CITY OF HARTFORD	)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2012.

SE NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 20TH DAY OF MARCH, 2013



SUSAN M. WEISSLEDER Notary Public My Commission Expires November 30, 2017

### CORPORATE CERTIFICATE

#### PBC PROJECT NUMBER: NC 13-6

DATE: 10 14 2013

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

1. That he/she is the Secretary of <u>Community Asphalt</u> Corporation, a corporation organized and existing in good standing under the laws of the State of <u>Florida</u>, 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 <u>29</u> day of <u>February</u>, 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 <u>faul Swellertrop</u> the <u>Vice President</u> 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 14th day of 1215, 2013

Signature)

lina M.LAWS (Print Signatory's Name) It's Secretary N ASSIST

#### (CORPORATE SEAL)

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

Contract Documents July 2013

CD - 8 of 10

SWORN TO AND SUBSCRIBED before me this 14 day of Order, 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.

Signature Notary

MANREEN MERRICK

Print Notary Name NOTARY PUBLIC State of Florida at Large

My Commission Expires:

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

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

CD - 9 of 10

Contract Documents July 2013



October 14, 2013

RE: F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport Palm Beach County Project No NC 13-6

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 Gounty with ordinary wear and tear and unusual abuse or neglect excepted.

U Paul Suellentrop

Vice President

Certified General Contractor. License Number: CG Co11475

Corporate: 9725 NW 117 Ave. -- Suite 110 Miami, FL 33178 Phone: 305.884.9444 Fax: 305.884.9448  Miami Dade: 14005 NW 186 Street Hialeah, FL 33018
 Phone: 305.829.0700
 Fax: 305.829.0431 Uest Palm Beach: 7795 Hooper Road West Palm Beach, FL 33411 Phone: 561.790.6467 Fax: 561.790.1073 ❑ Vero Beach:
 2975 Industrial Blvd.
 Vero Beach, FL 32967
 Phone: 772.770.3771
 Fax: 772.770.3707

☐ Fort Myers: 16560 Mass Court Fort Myers, FL 33912 Phone: 239.337.9488 Fax: 239.337.9488

#### FORM OF GUARANTEE

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

We, the undersigned, hereby guarantee that the **F45 Taxiway D and H Extensions** 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

(Signature)

COUNTERSIGNED RESIDENT AGENT IN FLORIDA:

(Seal) Agent

Ву: \_\_\_\_\_

By:\_\_

By: \_\_\_\_\_

SURETY

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: \_\_\_\_\_

Federal Front End 2011 Update v 122811 F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport

CD - 10 of 10

Contract Documents July 2013

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by 048 0348-0046

Complete th	nis form	to disclose lobby	ing activities	pursuant	to 31 U.S.C.	1352
•	(Se	reverse for publ	ic burden disc	losure.)		

(See reverse for public	burden urscrusure						
<ol> <li>Type of federal Action:         <ol> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ol> </li> </ol>	pplication	Report Type: a. initial filing b. material change for Material Change Only: year quarter date of last report					
<ul> <li>4. Name and Address of Reporting Entity:</li> <li>Prime Subawardee Tier, if known:</li> <li>Community (Isphalt Corp. TNGS Houser Rol. West Palm Beach, Fl 33411</li> <li>Congressional District, if known:</li> <li>6. Federal Department/Agency:</li> </ul>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:						
8. Federal Action Number, if known:	CFDA Number, if 9. Award Amount, \$ 907, 530						
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, HI) Nowe. (Attach Continuation Shee	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) $\mathcal{N}/\mathcal{A}$ er(s) SE-111-A. if necessary)						
11. Amount of Payment (check all that apply):       - s     N/A     □ actual     □ planned       12. form of Payment (check all that apply):	13. Type of Payment a. retain b. one-ti c. commis d. contin e. deferr f. other,	me fee sion gent fee ed A) (A = A) (A = A)					
14. Brief Description of Services Performed or to be Perform or Newber(s) contacted, for Payment indicated in Item 11 No LobbyiNE DONE		11					
(attach Continuation She	<u></u>	necessary)					
15. Continuation Sheet(s) SF-LLL-A attached:Yes	V HO	1					
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.	1570	Duellentrap Esident 10-6467 Date 10 14 2013					
FEDERAL USE ONLY		Authorized for Local Reproduction Standard Form LLL					

ACORD <sup>®</sup> CERT	IFIC	ATE OF L	IABIL	TY IN	SURA	NCE	DATE(MM/DD/YYYY) 10/11/2013
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OF	R NEGATIVELY AM DOES NOT CONST	END, EXTEN FITUTE A CO	ID OR ALTE	ER THE CO	VERAGE AFFORDED	BY THE POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	, certain p	olicies may require					
RODUCER Non Risk Services, Inc of Florida 2001 Brickell Bay Drive	oomoni(o)	<u>,                                     </u>	CONTAC NAME: PHONE (A/C. No.	Ext): (866)	283-7122	FAX (A/C, No.): 800-:	363-0105
Suite 1100			E-MAIL ADDRES				· · · · · · · · · · · · · · · · · · ·
1iami FL 33131 USA			ADDINE		URER(S) AFFO	RDING COVERAGE	NAIC #
NSURED			INSURE			al Insurance Co	23817
Community Asphalt Corp.			INSURE			the State of PA	19429
725 NW 117 Avenue uite 110			INSUREF	c: Comme	erce & Indu	stry Ins Co	19410
liami FL 33178 USA			INSURE	R D:			
			INSUREF	RE:			
			INSURE	R F:			
		NUMBER: 570051				VISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	QUIREMEI PERTAIN,	NT, TERM OR CONDI THE INSURANCE AFI	TION OF ANY FORDED BY 1	CONTRACT	OR OTHER D	DOCUMENT WITH RESPI	ECT TO WHICH THIS
TR TYPE OF INSURANCE	ADDL SUBF	POLICY NUM	BER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LiMi	
		GL9612970		12/31/2012	12/31/2013	EACH OCCURRENCE	\$1,750,000
X COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence)	\$300,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,750,000
						GENERAL AGGREGATE	\$3,750,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$3,750,000
AUTOMOBILE LIABILITY		CA 3275080		12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,750,000
X ANY AUTO ALL OWNED SCHEDULED						BODILY INJURY (Per person) BODILY INJURY (Per accident)	
AUTOS AUTOS HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
		BE15805617		12/21/2012	17/21/2013	EACH OCCURRENCE	\$10,000,000
		BEIJOOJOIN		12/31/2012		AGGREGATE	\$10,000,000
DED RETENTION						AGGREGATE	\$10,000,000
DED RETENTION WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		wc035896751		12/31/2012	12/31/2013	X WC STATU- OTH TORY LIMITS ER	-
ANY PROPRIETOR / PARTNER / EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
(Mandatory in NH)	1					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC 45 Taxiway D and H Extensions - No orp. Project No. 6778 alm Beach County Board of County ( gents are included as Additional : aid contract with respect to the ( o other insurance available to an sured. A Waiver of Subrogation i:	orth Palm Commissic Insured a General L additior	Beach County Gen oners, a Politica as required by wr .iability and Umbh al insured. but (	neral Aviat 1 Subdivisi itten contr rella Polic onlv to the	ion Airpor on of the act, but 1 ies. Gener extent re	t, PBC Pro State of F imited to al Liabili quired by y	lorida, its Officers the operations of th ty policy evidenced written contract wit	s, Employees and ne Insured under herein is primary th the
	s granted	A TH FAVOR OF ADD	··· ·· ·· ·· ·· ··		4411eu Dy 1	minuten contract Dut	
					ABOVE DESCR	BED POLICIES BE CANCEI	LED BEFORE THE
			EXPIRATIO	N DATE THERE OVISIONS.	OF, NOTICE W	ILL BE DELIVERED IN ACCO	RDANCE WITH THE
Palm Beach County c/o Dept of Airports 846 Palm Beach Internationa West Palm Beach FL 33406 US	l Airpor <sup>,</sup> A	t.				. 6 16	Te 1
				lon Sta	sk Jorv	ices Inc. of 9	lorida

ACORD 25 (2010/05)

©1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD 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

Posted



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:

> F45 Taxiway D and H Extensions North Palm Beach County General Aviation Airport Palm Beach County Project No. NC 13-6 Department of Airports

Total Bid Amount (Base + Additive Bid No. 1): \$907,522.30

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

> 846 PALM BEACH INTERNATIONAL AIRPORT West Palm Beach, Florida 33406-1470 (561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT Pahokee

Lantana "An Equal Opportunity-Affirmative Action Employer"

PALM BEACH COUNTY PARK AIRPORT

NORTH COUNTY GENERAL AVIATION AIRPORT Palm Beach Gardens

emose

Attachment # \_\_\_\_\_

RICONDO & ASSOCIATES

September 3, 2013

#### <u>VIA EMAIL</u>

Mr. Gary Sypek Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406

RE: F45 Taxiway D and H Extensions Bid Tabulation and Contract Award Recommendation

Dear Gary:

Enclosed, for your review, are the Bid Tabulation Sheet and a Bid Review Checklist for the referenced project. The Bid Opening was conducted on August 22, 2013 at 2:00 PM, which was the deadline established for the submitting the bids.

A total of five bids were received. The following list provides the Engineer's Estimate, and the value of the bids for the total of the Base Bid and Additive Bid #1:

Engineer's Estimate:	\$796,550.00
Mancil's Tractor Services, Inc.	\$787,561.80
Engecon Construction, Inc.	\$827,597.60
Ranger Construction Industries, Inc.	\$880,046.25
Community Asphalt Corporation	\$907,522.30
Rosso Site Development, Inc.	\$911,605.00

The review of the bids indicated that Mancil's Tractor Services, Inc., Engecon Construction, Inc., and Ranger Construction Industries, Inc. had irregularities, as described below, making their bids non-responsive.

- Mancil's Tractor Services, Inc. acknowledged the receipt of Addendum #1 but did not use the bid forms included in the Addendum in their submittal. Specifically, the Bid Price Form used was not the latest issued in Addendum #1.
- Engecon Construction, Inc. (Engecon) did not provide a list of all the sub-contractors to be used on the project within Attachment #3 to the Bid Form. Attachment 3 states the following: " that portion of the work which will be performed by Subcontractors shall be listed below". This is also

1000 N.W. 57<sup>th</sup> COURT, SUITE 920, MIAMI, FL 33126 TEL (305) 260-2727 • FAX (305) 260-2728



Mr. Gary Sypek Palm Beach County Department of Airports September 3, 2013 Page 2

reinforced at the bottom of Attachment 4 which states in bold that the combined total of Attachments 3 and 4 should equal 100% of the total bid amount

 Ranger Construction Industries, Inc. (Ranger) did not provide a complete list of all the subcontractors to be used on the project within Attachment #3 to the Bid Form. Therefore, Ranger's bid is considered non-responsive for the same reasons that Engecon's bid was deemed nonresponsive.

Based on the bid evaluation performed by our Team, it is our recommendation to award the bid to Community Asphalt Corporation. Our recommendation is also contingent on the Department of Airport's legal review of the bid documents and the DBE Program Coordinator's review of the DBE subcontractors proposed for this project.

Should you have any questions regarding the information enclosed or the recommendation provided above, please do not hesitate to give me a call at 305-677-0372.

Sincerely,

**RICONDO & ASSOCIATES, INC.** 

David Ramot

David Ramacorti, C.M. Director

**ENCLOSURES** 

cc: 09-04-0624-1036 C. Portnoy, DOA P. Ricondo, R&A M. Mohamadi, AID T. Doran, Hillers Read File

docP:\PB DOA\GC\WP #4\1036 - F45 Taxiway D Extension\Out-box\DOA\Bid Award Recommendation\f45 Taxiway D-H Extension\_Bid Recommendation\_2013-0903.docx

#### BID TABULATION NC 13-6 TAXIWAY D AND H EXTENSIONS NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT FDOT FINARICLE, PROJECT No.427812-184-01 BID OPENING: AUGUST 22, 2013

BASE CONTRACT BID					Engineen	Manells Tractor		Eng	Engecon		struction	Community Asphait Corp		Corp Rosso Site Dev		
hid em	Specification Section	Description	Unit	Quantity	Unit Price (Dollars-Cents)	(Dollars-Cents)	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	P-100-1	Mobilization	LS	1	\$40,000.00	\$40,000.00	\$95,000.00	\$95,000.00	\$79,500.00	\$79,600.00	S118,000.00	\$118,000.00	\$50,218,00	\$50,218.00	\$108,485,80	\$108,48
2	S-100-1	Contractor's Quality Control	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$21,000,00	\$21,000.00	\$12,508.00	\$12,508,00	\$15,725,50	\$15,72
3	1030-1	Safety and Maintenance of Air Operations Area Traffic	LS	1	\$3,000.00	\$3,000.00	\$10,000,00	\$10,000.00	550,000.00	\$50,000.00	\$72,000.00	\$72,000.00	\$130,692.00	\$130,692.00	\$64,084.33	\$64,05
4	1030-2	Lighted Runway Closure Marker	EA	2	\$5,000.00	\$10,000,00	\$17,350,00	\$34,700.00	\$2,000.00	\$4,000.00	\$8,000.00	\$16,000.00	\$7,280.00	\$14,560.00	\$19,076.13	\$36,1
5	1030-3	Vinyi Runway Closure Merker	EA	2	\$1,000.00	\$2,000.00	\$1,210,00	\$2,420.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00	\$4,316.00	\$8,632.00	\$478.46	\$9
6	1720	Project Record Documents	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,950.00	\$6,950.00	\$4,056.00	\$4,056.00	\$7,253.40	\$7,2
7	P-156-5.1	Temporary Air and Water Pollution, Sol Erosion, and Silitation Control	LS	1	\$8,000,00	\$8,000.00	\$5,000.00	\$5,000.00	\$10,000,00	\$10,000.00	\$10,000.00	\$10,000.00	\$5,027.00	\$5,027.00	\$1,606.94	\$1,
в	P-101-5.1	Sewcutting - Full Depth	LF	250	\$2,50	\$625.00	\$3.00	\$750.00	\$4.00	\$1,000.00	\$5.25	\$1,312.50	\$3.00	\$750.00	\$1.53	\$
9	P-101-5.2	Milling (Cold Planing) - 2' wide (0" to 2")	SF	800	\$2.00	\$1,600.00	\$5.00	\$4,000.00	53.50	\$2,800.00	\$2.45	\$1,960.00	\$6.00	\$4,800.00	\$0.87	\$
10	P-151-4,1	Clearing	CY	1,400	\$5.00	\$7,000.00	\$6.00	\$8,400.00	\$10.00	\$14,000.00	\$2.20	\$3,080.00	\$2.20	\$3,080.00	\$3.88	\$5,
1	P-152-4,1	Embankment in Place	CY	10,000	\$10.00	\$100,000.00	\$11.00	\$110,000.00	\$13.95	\$139,500.00	\$12.30	\$123,000.00	\$12.30	\$123,000.00	\$10.00	\$100
2	P-211-5,1	Lime Rock Base Course , 8 inch thickness	SY	6,300	\$18.00	\$113,400.00	\$9.50	\$59,850.00	\$19.50	\$122,850.00	\$12.50	\$78,750.00	\$16.30	\$102,890.00	\$15.37	\$90
3	P-401-8.1	Bituminous Surface Course	TON	740	\$140.00	\$103,600.00	\$143.32	\$106,056.80	\$128.00	\$94,720.00	\$1 16.00	\$85,840.00	\$122.50	\$90,650.00	\$134.75	\$99
4	P-602	Bituminous Prime Coal	GAL	3,000	\$2.00	\$6,000.00	\$3,50	\$10,500.00	\$3.50	\$10,600.00	\$4.40	\$13,200.00	\$0.25	\$750,00	\$4.62	\$13
15	P-620-1	Remove Existing Pavement Markings	SF	2,500	\$2.00	\$5,000,00	\$2.40	\$5,000.00	\$1.97	\$4,925.00	\$2.05	\$5,125.00	\$2.05	\$5,125.00	\$2.15	\$5
6	P-620-2	Permanent Pavement Marking (Yellow)	\$F	4,000	\$2,00	\$8,000.00	\$1 20	\$4,800.00	\$1.16	\$4,640.00	\$1.20	\$4,800.00	\$1.15	\$4,600.00	\$1.21	\$
17	P-620-3	Permanent Pavement Marking (White)	SF	850	\$2.00	\$1,700.00	\$1.20	\$1,020.00	\$1.16	\$986.00	\$1.20	\$1,020.00	\$1.15	\$977.50	\$1.21	\$
18	P-620-4	Permanent Pavement Marking (Black)	Sf	7,000	\$1.50	\$10,500.00	S1.02	\$7,140.00	50.61	\$4,270.00	\$0.65	\$4,550.00	\$0,50	\$3,500.00	\$0.55	\$
19	T-901-5.1	Seeding	ACRE	2	\$2,000,00	\$4,000.00	\$1,600,00	\$3,200.00	\$1,979.80	\$3,959.60	\$4,260.00	\$8,520.00	\$2,371.00	\$4,742.00	\$2,395.80	\$4
20	T-904-5.1	Sodding	SY	7,800	S5.00	\$39,000.00	S2.50	\$19,500.00	\$2.50	\$19,500.00	\$2.40	\$18,720,00	\$2.70	\$21,060.00	\$2.09	\$16
21	T-905-5.1	Topsoiling	CY	1,600	\$4.00	\$6,400.00	\$11,00	\$17,600.00	\$5.20	\$8,320.00	\$21,10	\$33,760.00	\$1,70	\$2,720.00	\$5.95	\$
22	L-108-5.1	Hand excavate minimum 8" Wide x 24" Deep in earth.	LF	159	\$5.00	\$750.00	\$9.60	\$1,440.00	\$8.00	\$1,200.00	\$8.40	\$1,260.00	\$8.30	\$1,245.00	\$8.60	S
23	L-108-5.2	Hand excavate minimum 18" Wide x 36" Deep in earth.	LF	150	\$17.00	\$2,550.00	\$24.00	\$3,600.00	\$20.00	\$3,000.00	\$21.05	\$3,157.50	\$20.80	\$3,120.00	\$22.00	\$3
24	L-108-5,3	3/4" x 20' ground rods connected to counterpoise, complete.	EA	20	\$180.00	\$3,600.00	\$222.00	\$4,440.00	\$185.00	\$3,700.00	\$195.00	\$3,900.00	\$192.00	\$3,840.00	\$203.50	\$
25	L-108-5.4	10' aduitional ground rad sections.	ÉA	5	\$80.0D	\$400.00	\$103.20	\$515.00	\$85.00	\$425.00	\$90.55	\$452.75	\$89.40	\$447,00	\$94,60	
26	L-108-5.5	#6 bare solid AWG counterpoise conductor installed over conduit system, not paratel to edge of pavement.	LF	1,100	\$1,00	\$1,100.00	\$1,44	\$1,584.00	\$1.25	\$1,375.09	\$1.25	\$1,375.00	\$1.25	\$1,375.00	\$1.32	s
17	L-108-5.6	#6 bare solid AWG counterpoise conductor installed in separate counterpoise trench parallel to edge of pavement.	LF	3,000	S4.00	\$12,000,00	\$3.00	\$9,000.00	\$2,55	\$7,650.00	\$2,65	\$7,950.00	\$2.60	\$7,800.00	\$2.75	\$
28	L-108-5.7	#8, SKV, L-824 conductor installed in new and existing condult/ductbant/monhole system.	LF	10,300	\$1.25	\$12,875.00	\$1,56	\$16,068.00	\$1.35	\$13,905.00	\$1.35	\$13,905.00	\$1.35	\$13,905.00	\$1.43	\$14
9	L-109-5.1	Provide and Install new L-828 15 KW Ferroresonant, 480V, 3 step Regulator with 120V control voltage.	EA	1	\$19,000.00	\$19,000.00	\$20,400.00	\$20,400.00	\$17,500.00	\$17,500,00	\$17,900.00	\$17,900.00	\$17,680,00	\$17,680.00	\$18,700.00	\$11
0	L-110-5.1	One 2" schedule 40 PVC conduit direct buried in earth complete in place.	١F	4,000	\$6.00	\$24,000.00	\$4.56	\$18,240.00	\$4.00	\$16,000.00	\$4.00	\$16,000.00	53.95	\$15,800.00	\$4.18	\$16
1	L-110-5.2	One 2" schedule 40 PVC conduit installed in new full strength pavement complete in place.	LF	350	\$15,00	\$5,250.00	\$13,80	\$4,830.00	\$12.00	\$4,200,00	\$12.10	\$4,235.00	\$12.00	\$4,200.00	\$12.65	\$
52	L-110-5.3	One 2* schedule 40 PVC conduit installed in existing full strength pavement complete in place.	LF	325	\$22.90	\$7,160.00	\$13.80	\$4,485.00	\$12.00	\$3,900.00	\$12.10	\$3,932.50	S12,00	\$3,900.00	\$12.65	54
33	L-110-5.4	Intercept existing conduit system and connect to new conduit system and extend circuit.	EA	1	S150.00	\$150.00	\$114.00	\$114.00	\$95.00	\$95.00	\$100.00	\$100.00	\$98,80	\$96.80	\$104.50	

Taxiway D and H Extensions North Polm Beach County General Aviation Airport Bid Tabulation 9/3/2013

#### BID TABULATION NC 13-6 TAXIWAY D AND H EXTENSIONS NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT FOOT FINANCIAL PROJECT No.427912-1.94-01 BID OFENNO: AUGUST 22, 2013

	CONTRACT BI					Engineers Estimate Mancils Tractor Enge					Ranger Cor	nstruction	Community As	sphalt Corp	Rosso Site Developmen	
id m	Specification Section	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
4	L-115-5.1	L-867 16" diameter junction can with cover installed in earth.	EA	1	\$1,000.00	\$1,000.00	\$864.00	\$864.00	\$725.00	\$725.00	\$758 00	\$758.00	\$749,00	\$749.00	\$792.00	\$790
35	L-115-5.2	L-867 16" Diameter 2 can Junction can plaza installed in earth.	EA	2	\$2,500.00	\$5,000.00	\$2,880.00	\$5,760,00	\$2,425.00	\$4,850.00	\$2,530.00	\$5,060.00	\$2,496.00	\$4,992,00	\$2,640.00	\$5,28
36	L-115-5,3	L-867 16" Diameter 3 can Junction can plaza	EA	2	\$3,800.00	\$7,600.00	\$4,080.00	\$8,160.00	\$3,435.00	\$6,870.00	\$3,580.00	\$7,160.00	\$3,536.00	\$7,072.00	\$3,740.00	\$7,48
7	L-115-5.4	Abandon existing L-887 junction can/light base can in earth, complete.	EA	36	\$250.00	\$9,500.00	S168 00	\$6,384.00	\$145.00	\$5,510.00	S147.00	\$5,586.00	\$146.00	\$5,548.00	\$154.00	\$5,85
8	L-115-55	Intercept existing light base can in earth/existing pavemant and connect to conduit system.	EA	9	\$150.00	\$1,350.00	\$192.00	\$1,728.00	\$165.00	\$1,485.00	\$168.00	\$1,512.00	\$168.00	\$1,494.00	\$176,00	\$1,58
39	L-125-5.1	New L-861T(L) taxiway elevated medium intensity LED edge light and L-867 base can installed in earth.	EA	37	\$850.00	\$31,450.00	\$1,140.00	\$42,180.00	5960 00	\$35,520.00	\$1,000.00	\$37,000.00	\$988.00	\$36,556.00	\$1,045.00	\$38,66
10	L-125-5.2	New L-861T(L), taxiway clavated modium intensity LED edge light on existing base can.	EA	39	\$500.00	\$19,500.00	\$612.00	\$23,868.00	S\$15.00	\$20,085.00	\$537.00	\$20,943,00	\$530.00	\$20,870.00	\$561.00	\$21,8
11	L-125-5 3	New L-861T(L) taxiway elevated medium intensity LED edge light and base can installed in existing full strength pavement.	EA	5	\$3,500.00	\$17,500,00	\$1,680,00	\$8,400.00	\$1,415.00	\$7,075.00	\$1,470.00	\$7,350.00	\$1,456,00	\$7,280.00	\$1,540.00	\$7,70
12	L-125-5.4	New L-861T taxiway elevated medium intensity quartz edge light and base can installed in existing full strength pavement.	EA	з	53,400.00	\$10,200.00	\$1,554.00	\$4,752.00	\$1,350.00	\$4,050.00	\$1,390.00	\$4,170.00	\$1,373.00	\$4,119.00	\$1,452.00	\$4,3
13	L-125-5,5	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordinaty.	EA	12	\$150.00	\$1,800.00	S216 D0	\$2,592,00	\$180.00	\$2,160.00	\$189.00	\$2,268.00	\$187.00	\$2,244.00	\$198.00	\$2,3
1	L-125-5.6	Identification of cables, ductbanks and lighting flatures per FAA specifications.	LS	1	\$5,000.00	\$5,000.00	\$1,020.00	\$1,020.00	\$860.00	\$860,00	\$895.00	\$895.00	\$884.00	\$884.00	\$935,00	\$9
15	L-125-5.7	Temporary winng to maintain existing systems in operation or to bypass segments of existing systems.	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000,00	\$2,525.00	\$2,525.00	\$2,630.00	\$2,630.00	\$2,600.00	\$2,600.00	\$2,750.00	\$2,75
96	L-125-5.8	Modify existing windcone and provide and install new LED retrofit kit, complete	EA	1	\$4,500,00	\$4,500.00	\$3,600,00	\$3,600.00	53,030,00	\$3,030.00	\$3,160.00	\$3,160.00	\$3,120.00	\$3,120.00	\$3,300.00	\$3,30
17	L-126-5.1	New size 2, 1 module guidance sign and concrete base installed in earth/rock.	EA	1	\$3,300.00	\$3,300.00	\$5,040.00	\$5,040.00	\$4,242.00	\$4,242.00	\$4,420 00	\$4,420.00	\$4,368.00	\$4,368.00	\$4,620.00	\$4,6
18	L-126-5.2	New size 2, 2 module guidance sign and concrete base installed in earth/rock.	EA	2	\$4,200.00	\$8,400.00	56,000,00	\$12,000.00	\$5,050,00	\$10,100.00	\$5,260.00	\$10,520.00	\$5,200.00	\$10,400.00	\$5,500.00	\$11,0
19	L-126-5.3	New size 2, 3 module guidance sign end concrete base Instated in earth/rock.	EA	2	\$5,300.00	\$10,600.00	\$7,200,00	\$14,400.00	\$6,060.00	\$12,120.00	\$6,320.00	\$12,640.00	\$6,240.00	\$12,480.00	\$6,600.00	\$13,20
50	L-126-5.4	Removal of existing guidance sign and concrete base in earth, complete.	EA	2	\$500.00	\$1,000.00	\$288.00	\$576.00	\$240.00	\$480.00	\$253.00	\$505.00	\$250.00	\$500.00	\$264,00	\$6:
51	L-128-5.5	Intercept existing sign base can in earth and connect to conduit system.	EA	3	\$250.00	\$750,00	\$468.00	\$1,404.00	\$390.00	\$1,170.00	\$411.00	\$1,233.00	\$406,00	\$1,218.00	\$429,00	\$1,2
52	L-126-5.6	Repanel existing size 2, 3 module guidance sign, complete.	EA	3	\$1,800.00	\$5,400,00	\$2,400.00	\$7,200.00	\$2,020.00	\$6,060.00	\$2,110.00	\$6,330,00	\$2,080.00	\$6,240.00	\$2,200.00	\$6,6
53	L-126-5.7	Reponet existing size 2, 4 module guidance sign, complete	EA	2	S2, 400.00	\$4,800.00	\$3,600,00	\$7,200.00	\$3,030.00	\$6,050.00	\$3,160.00	\$8,320.00	\$3,120.00	\$6,240.00	53,300.00	\$6,60
54	L-126-5.8	Removal of existing guidance sign and abandoning existing concrete base in earth, complete.	EA	5	\$300,00	\$1,500.00	\$144.00	\$720.00	\$120,00	\$600.00	\$126.00	\$630,00	\$125.00	\$625.00	\$132.00	\$66
	nijemo na postala da	TOTAL BID	AMOUNT	- BASE BID:		\$722,300.00		\$766,501.80		\$792,497.60		\$844,946.25		\$806,947.30		\$823,99
DITI	VE BID NO. 1															
A	P-605-5.1	Clean and Seal Asphalt Cracks (1/4* or tess)	LF	13,500	\$2.50	\$33,750.00	\$1.56	\$21,060.00	\$0.75	\$10,125.00	\$1,30	\$17,550,00	\$3.15	\$42,525.00	\$2.64	\$35,6
A	P-605-5.1	Clean and Seal Asphalt Cracks (1/4" or less)	LF	13,500	\$3.00	\$40,500.00			\$1.85	\$24,975.00	\$1.30	\$17,550.00	\$4.30	\$58,050.00	\$3.85	\$51,9
		TOTAL BID AMOUNT - BASE	+ ADDITIV	E BID NO. 1:	\$	\$798,550.00		\$787,561,80		\$827,597,60		\$880,046.25		\$907,522.30		\$911.6

Note: Did not use the Correct Bid Price Form.

Taxway D and H Extensions North Palm Beach County General Aviation Airport .

Bid Tabulation 9/3/2013

#### TAXIWAY D AND H EXTENSIONS NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPPORT

#### BID REVIEW CHECKLIST Bid Opening: AUGUST 22, 2013, 2:00 PM

Description	Mancil's Tractor Service, Inc. NOTE: Addendum #1 Bid Forms were not used	Engecon Construction, Inc.	Ranger Construction Industries, Inc.	Community Asphalt Corp.	Rosso Site Development, Inc.
Addendum No. 1 Acknowledgment	YES	YES	YES	YES	YES
Bid Form Letter - Pages BF-2 and BF-3	YES	YES	YES	YES	YES
Bid Price Form Completed - Pages BF-4, 4.1 & 4.2 (Attachment 1)	YES	YES	YES	YES	YES
Milestone and Damages Data (Attachment 2)	YES	YES	YES	YES	YES
Designation of Subcontractors Completed (Attachment 3)	YES (48.37%)	NO	YES (33%)	YES (39.57%)	YES (44.75%)
Prime Contractor Work Completed (Attachment 4)	YES (51.63%)	YES (55% of work)	YES (18%) - Does not Total to 100%	YES (60.40%)	Yes - (55.25%)
Bid Bond Included (Attachment 5)	YES	YES	YES	YES	YES
Surety - U.S. Treasury Listed (Part of Attachment 5)	YES	YES	YES	YES	YES
Partnership Certificate Complete (If Applicable) (Attachment 6a)	N/A	N/A	N/A	N/A	N/A
Limited Liability Certificate (Attachment 6b) Additive Bid 1	NO	N/A	N/A	N/A	N/A
Statement of Participation in Contracts subject to Non-Discrimination Clause (Attachment 7)	YES	YES	YES	YES	YES
Schedule 1 - List of Proposed DBE Subcontractors (Goal: 15.0%) (Attachment 8) - Base Bid			Refer to attached DBE Review		
Schedule 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - Base Bid			Refer to attached DBE Review		
Schedule 3 - Demonstration of Good Faith Efforts (Attachment 10) - Base Bid			Refer to attached DBE Review		
Schedule 6 - Bidder and Subcontractor Information (Attachment 11) - Base Bid		· · ·	Refer to attached DBE Review		
Schedule 1 - List of Proposed DBE Subcontractors (Goal: 15.0%) (Attachment 8) - Additive Bid 1		<u> </u>	Refer to attached DBE Review		
Schedule 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - Additive Bid 1		<u> </u>	Refer to attached DBE Review	· · · · · · · · · · · · · · · · · · ·	
Schedule 3 - Demonstration of Good Faith Efforts (Attachment 10) - Additive Bid 1			Refer to attached DBE Review		

Page 1 of 2

# TAXIWAY D AND H EXTENSIONS NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPPORT

BID REVIEW CHECKLIST Bid Opening: AUGUST 22, 2013, 2:00 PM

Description	Mancil's Tractor Service, Inc. NOTE: Addendum #1 Bid Forms were not used	Engecon Construction, Inc.	Ranger Construction Industries, Inc.	Community Asphalt Corp.	Rosso Site Development, Inc.
Schedule 6 - Bidder and Subcontractor Information (Attachment 11) - Additive Bid 1			Refer to attached DBE Review		
Certification of Non-Segregated Facilities (Attachment 12)	YES	YES	YES	YES	YES
Trench Safety Affidavit (Attachment 13)	YES	YES	YES	YES	YES
Buy American Certificate (Attachment 14)	YES	YES	YES	YES	YES
Certification Regarding Foreign Participation (Attachment 15)	YES	YES	YES	YES	YES
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment 16)	YES	YES	YES	YES	YES
Form of Non-Collusion Affidavit (Attachment 17)	YES	YES	YES	YES	YES
Bidder Qualification Questionnaire (Attachment 18)	Incomplete Form	YES	YES	YES	YES
Meets Qualifications In Attachment 18	YES	YES	YES	YES	YES
E-Verification Certification (Attachment 19)	YES	YES	YES	YES	YES
Safety Plan Compliance Document (SPCD) Certification (Attachment 20)	YES	YES	YES	YES	YES

Page 2 of 2

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# INTEROFFICE MEMORANDUM DEPARTMENT OF AIRPORTS

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Laura Beebe, Deputy Director, Airport Business Affairs France Rebe

DATE: September 4, 2013

**RE:** F45 Taxiway D & H Extensions, Project No. NC 13-6 Disadvantaged Business Enterprise (DBE) Bid Review

I have reviewed the bids submitted in response to the Invitation for Bids issued for the abovereferenced project and have concluded that the bid submitted by Rosso Site Development, Inc., is responsive to the DBE requirements. The bids submitted by Community Asphalt Corporation and Engecon Construction, Inc., are also responsive to the DBE requirements, subject to submission of completed Schedule 6 forms in accordance with Section 11.4(d) of IFB for the prime contractor and all non-DBE subcontractors.

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)

F45 Taxiway D and H	Exte	nslons - Proje	ct No	NC-13-6			- <b>4</b>							Q.Q.Ş.;	
	Ι	Engecon			Community		Community				F	Rosso Site	9411940029599999999999999999999		
	Co	onstruction <sup>1</sup>	C	BE (\$)	DBE (%)	As	phalt Corp. <sup>2</sup>	DBE	Ξ (\$)	DBE (%)	De	velopment <sup>3</sup>	DBE (\$		DBE (%)
Base Bid	\$	792,497.60	\$ 43	37,670.00	55.23%	\$	806,947.30	\$ 122,	656.00	15.20%	\$	823,990.00	\$123,598		15.00%
Additive Bid	\$	35,100.00	\$ 3	35,100.00	100%	\$	100,575.00	\$ 79,	650.00	79.19%	\$	87,615.00	\$ 79,650		90.91%
Base Bid + Additive	Γ		1												
Bid	\$	827,597.60	\$ 47	72,770.00	57.13%	\$	907,522.30	\$ 202,	306.00	22.29%	\$	911,605.00	\$203,248	.50	22.30%
		·			·····		<u> </u>								
	1		1				Ranger		<u>. 1</u> 5			Sector Contractor	14 N. 57		
	Ma	ncil's Tractor				Construction									
		Service <sup>4</sup>	C	)BE (\$)	DBE (%)	1	ndustries⁵	DBE	Ξ(\$)	DBE (%)					
Base Bid	\$	766,501.80	\$ 4	9,935.00	6.51%	\$	844,946.25	\$ 132,		15.72%					
Additive Bid	\$	42,120.00	\$	-	0%	\$	35,100.00	\$	-	0%					· · ·
Base Bid + Additive															
Bid	\$	808,621.80	\$ 4	9,935.00	6.18%	\$	880,046.25	\$ 132,	809.00	15.09%					

1. Schedule 6 forms must be competed for non-DBE firms. Request completed Schedule 6 in accordance with Section 11.4(d) of the IFB.

2. Schedule 6 forms must be completed for prime and non-DBE firms. Request completed Schedule 6 forms in accordance with Section 11.4(d) of the IFB.

3. Schedules 1 & 2 include inconsistent information regarding the contract price for Bon's Barricades, but inconsistency is nonmaterial.

4. Bid is nonresponsive to DBE requirements. Incorrect bid forms used. Failed to make adjustment for material's supplier on Schedule 1 for Base Bid; therefore, the percentage listed on Schedule 3 was overstated. Failed to complete Schedule 3 for Additive Bid.

5. Bid is nonresponsive to the DBE requirements. Failed to demonstrate good faith efforts for Additive Bid.