



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$750,795.55				
Operating Costs					
External Revenues (Grants)	\$(600,636)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$ 150,159</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes  X  No \_\_\_\_\_  
 Budget Account No.: Fund  4111  Department  121  Unit  A316  Object  6504   
 Reporting Category \_\_\_\_\_

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

Approval of this item provides budget for the Community Asphalt Corp. contract of \$750,795.55 and \$600,636 in Grant Funds. Funding sources consist of FDOT grant funds of \$600,636 and PFC funds of \$150,159; which are in the current budget. No Airport funding included in this project.

C. Departmental Fiscal Review:  CM Simon

**III. REVIEW COMMENTS**

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

AM 12/12 OFMB RW 12/13/2013 12/19        Du J. Jordan 12/18/13 12-18-13 B Wheeler   
 Contract Dev. and Control

**B. Legal Sufficiency:**

James Murray 12/20/13   
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**CONTRACT**

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

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Apron Pavement Rehabilitation  
Palm Beach County Glades Airport  
PALM BEACH COUNTY PROJECT No. GL 13-10**

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 September 2013.
- Completed Bond, Surety and Insurance Forms, dated \_\_\_\_\_.
- Specifications, dated September 2013.
- General Provisions, dated September 2013.
- Special Provisions, dated September 2013.
- Addendum No. 1, dated September 24, 2013.
- Addendum No. 2, dated October 3, 2013.
- Addendum No. 3, dated October 8, 2013.
- Addendum No. 4, dated October 10, 2013.
- Drawings, dated September 2013.
- Completed Bid and Attachments, dated October 22, 2013.

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2013 DEC - 3 PM 3: 33  
DEPT. OF AIRPORTS  
BLDG. 846. PBIA

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Seven Hundred Fifty Thousand Seven Hundred Ninety Five and 55/100 Dollars (\$ 750,795.55)**  
**Total Bid Amount (Base Bid) for Apron Pavement Rehabilitation at Palm Beach County Glades Airport .**

Federal Front End Documents  
GL 13-10 Apron Pavement Rehabilitation  
Palm Beach County Glades Airport

Contract Documents v 081313  
September 2013

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

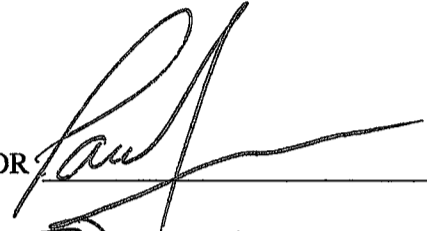
COUNTY: PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ Deputy Clerk

BY: \_\_\_\_\_ Priscilla A. Taylor, Mayor

(SEAL)

ATTEST:  \_\_\_\_\_

CONTRACTOR:  \_\_\_\_\_

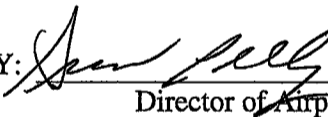
BY: Tina M. Laus  
Asst. Secretary

BY: Paul Suellentrop  
TITLE: Vice President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:  \_\_\_\_\_  
Director of Airports

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

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*Aon Risk Services  
Construction Services Group*

November 25, 2013

Palm Beach County  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406

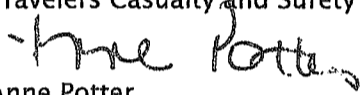
Re: Community Asphalt Corp.  
Project: Apron Pavement Rehabilitation Beach County Glades Airport, Project No. GL 13-10  
Bond No. 105806850  
Bond Amount: \$750,795.55

To Whom It May Concern:

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

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

  
Anne Potter  
Attorney-In-Fact

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DEPT. OF AIRPORTS  
BLDG. 846. PBIA

**PUBLIC CONSTRUCTION BOND**

**BOND NUMBER:** 105806850

**BOND AMOUNT:** Seven Hundred Fifty Thousand Seven Hundred Ninety-Five and 55/100 — Dollars  
(\$750, 795.55)

**CONTRACT AMOUNT:** Seven Hundred Fifty Thousand Seven Hundred Ninety-Five and 55/100 — Dollars  
(\$750, 795.55)

**CONTRACTOR'S NAME:** Community Asphalt Corp.

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

**CONTRACTOR'S PHONE:** 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:** Project consists of removal/milling of the existing pavement (180,000 SF), construction of a new 2-inch limerock base, 2-inch asphalt surface course, pavement markings, and aircraft tie-downs.

**PROJECT LOCATION:** Palm Beach County Glades Airport, Palm Beach County, Florida

**LEGAL DESCRIPTION:** Project No. GL 13 - 10 Apron Pavement Rehabilitation Beach County Glades Airport  
Property Control Number 00-36-42-25-00-000-3060



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 Seven Hundred Fifty Thousand Seven Hundred Ninety Five and 55/100 Dollars (\$750,795.55) Total Bid Amount (Base Bid), for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated \_\_\_\_\_, 20\_\_, entered into a contract with the County for

Project Name: **Apron Pavement Rehabilitation**

Project No.: **GL 13-10**

Project Description: Project consists of removal/milling of the existing pavement (180,000 SF), construction of a new 2-inch limerock base, 2-inch asphalt surface course, pavement markings, and aircraft tie-downs.

Project Location: **Palm Beach County Glades Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF FIRM: BND Engineers, Inc.  
LOCATION OF FIRM: 14331 SW 120<sup>th</sup> Street, Suite 201, Miami, FL 33186  
PHONE: 305-599-8495  
FAX: 305-597-9312

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:

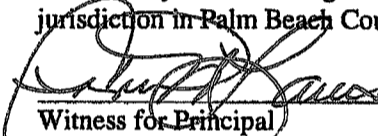
1. Performs the contract dated \_\_\_\_\_, 20\_\_ between Principal and County for the construction of Apron Pavement Rehabilitation at Palm Beach County Glades Airport, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly 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

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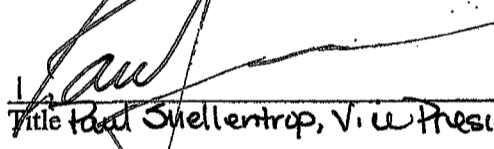
Federal Front End Documents  
GL 13-10 Apron Pavement Rehabilitation  
Palm Beach County Glades Airport


Contract Documents v 081313  
September 2013

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

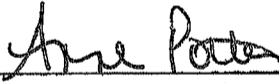
  
 \_\_\_\_\_  
 Witness for Principal

Community Asphalt Corp.  
 \_\_\_\_\_  
 Principal (Seal)

  
 \_\_\_\_\_  
 Title Paul S. Hellentrop, Vice President

  
 \_\_\_\_\_  
 Witness for Surety Andrea E. Gorbert

Travelers Casualty and Surety Company of America  
 \_\_\_\_\_  
 Surety (Seal)

  
 \_\_\_\_\_  
 Title Anne Potter, Attorney-In-Fact

POWER OF ATTORNEY



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

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

Attorney-In Fact No. 226253

Certificate No. 005674725

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty 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 are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David W. Rosehill, Nancy Schnee, James E. Marran, Jr., Annette Leuschner, Andrea E. Gorbert, Valorie Spates, Beverly A. Woolford, and Anne Potter

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of October, 2013.

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of October, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

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

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



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

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	\$ 15,936,791	UNEARNED PREMIUMS	\$ 783,409,622
BONDS	3,713,171,015	LOSSES	901,056,710
INVESTMENT INCOME DUE AND ACCRUED	50,798,732	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	1,446,021
OTHER INVESTED ASSETS	280,730,697	LOSS ADJUSTMENT EXPENSES	534,370,660
PREMIUM BALANCES	184,942,508	COMMISSIONS	29,281,779
NET DEFERRED TAX ASSET	63,274,376	TAXES, LICENSES AND FEES	88,762,894
REINSURANCE RECOVERABLE	12,410,524	OTHER EXPENSES	35,589,967
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,769,155	FUNDS HELD UNDER REINSURANCE TREATIES	94,449,544
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,080,470	CURRENT FEDERAL AND FOREIGN INCOME TAXES	60,676,573
UNDISTRIBUTED PAYMENTS	(1,439,565)	REMITTANCES AND ITEMS NOT ALLOCATED	12,270,931
OTHER ASSETS	884,093	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	79,084,806
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,193,164
		POLICYHOLDER DIVIDENDS	6,730,121
		PROVISION FOR REINSURANCE	5,314,325
		ADVANCE PREMIUM	726,898
		PAYABLE FOR SECURITIES LENDING	7,769,155
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(70,803,744)
		ESCHEAT LIABILITY	525,389
		OTHER ACCRUED EXPENSES AND LIABILITIES	282,082
		TOTAL LIABILITIES	\$ 2,559,108,957
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,340,188,051
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,780,461,821
TOTAL ASSETS	\$ 4,339,558,778	TOTAL LIABILITIES & SURPLUS	\$ 4,339,558,778

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

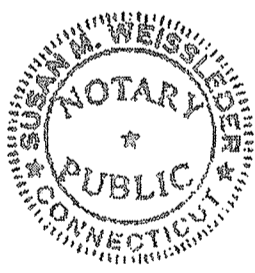
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2012.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 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: GL 13-10

DATE: 11/27/2013

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

1. That ~~he~~she is the <sup>Assistant</sup> Secretary of Community Asphalt Corp 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 29 day of February, 2013 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

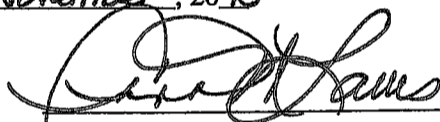
**RESOLVED**, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

**FURTHER RESOLVED**, that Paul Guenther 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 27 day of November, 2013

  
\_\_\_\_\_  
(Signature)

Jina M. Laws  
\_\_\_\_\_  
(Print Signatory's Name)  
It's Secretary  
Assistant

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 27 day of November, 2013 by the Secretary <sup>Assistant</sup> of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

*Maureen F. Merrick*  
Notary Signature

Maureen F. Merrick  
Print Notary Name

**NOTARY PUBLIC**  
State of Florida at Large

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

My Commission Expires:



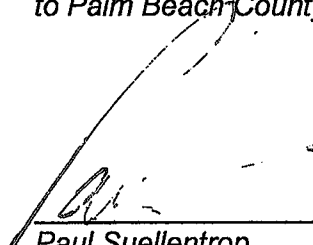
**OHL**  
**Community  
Asphalt**

November 27, 2013

RE: *Apron Pavement Rehabilitation at the Palm Beach County Glades Airport  
Palm Beach County Project No. GL 13-1*

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

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

  
\_\_\_\_\_  
Paul Suellentrop  
Vice President

11/27/2013  
Date

**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

**West 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: 239.337.9486  
Fax: 239.337.9488

Certified General Contractor. License Number: CG C011475



FORM OF GUARANTEE

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

We, the undersigned, hereby guarantee that the **Apron Pavement Rehabilitation project at Palm Beach County Glades Airport**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED \_\_\_\_\_  
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal) CONTRACTOR

COUNTERSIGNED RESIDENT  
AGENT IN FLORIDA:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Seal) Agent

SURETY

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

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

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report <u>N/A</u>
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: <u>Community Asphalt Corp.</u> <u>7795 Hooper Road</u> <u>West Palm Beach, FL 33411</u>  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <p align="center"><u>N/A</u></p> Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> <u>\$750,795.55</u>	
<b>10. a. Name and Address of Lobbying Entity</b> (if individual, last name, first name, MI):  <p align="center"><u>N/A</u></p>	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  <p align="center"><u>N/A</u></p>	
<i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
<b>11. Amount of Payment</b> (check all that apply): \$ <u>N/A</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment</b> (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: <u>N/A</u>	
<b>12. Form of Payment</b> (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <u>N/A</u> value _____		
<b>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:</b>     (attach Continuation Sheet(s) SF-LLLA, if necessary)		
<b>15. Continuation Sheet(s) SF-LLLA attached:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>16.</b> 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.	Signature: <u>[Signature]</u> Print Name: <u>Paul Spellenrop</u> Title: <u>Vice President</u> Telephone No.: <u>(561) 790-6467</u> Date: <u>11/27/2013</u>	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or 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-LLLA 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 reporting 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 organizational 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 (RFP) 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 officials. 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-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated 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, DC 20503.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/27/2013

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> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Community Asphalt Corp. 9725 NW 117 Avenue Suite 110 Miami FL 33178 USA	<b>INSURER A:</b> Illinois National Insurance Co	23817
	<b>INSURER B:</b> The Insurance Co of the State of PA	19429
	<b>INSURER C:</b> Commerce & Industry Ins Co	19410
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 570052077179**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL9612970	12/31/2012	12/31/2013	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$3,750,000 PRODUCTS - COMP/OP AGG \$3,750,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 3275080	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,750,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			BE15805617	12/31/2012	12/31/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below			WC035896751	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Re: Apron Pavement Rehabilitation at Palm Beach County Glades Airport, PBC Project No. GL 13-10; Community Asphalt Corp. Project No. 6792.  
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract with respect to the General Liability and Umbrella policies. General Liability policy evidenced herein is primary to other insurance available to an additional insured, but only to the extent required by written contract with the insured. A waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the

<b>CERTIFICATE HOLDER</b>  Palm Beach County c/o Dept of Airports 846 Palm Beach International Airport West Palm Beach DE 33406 USA	<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>  <i>Aon Risk Services Inc. of Florida</i>

Holder Identifier :

Certificate No : 570052077179

RECEIVED  
DEC-3 2013  
OFFICE OF AIRPORTS  
846 PALM BEACH INTERNATIONAL AIRPORT  
WEST PALM BEACH, FL 33406



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED Community Asphalt Corp.	
POLICY NUMBER See Certificate Number: 570052077179			
CARRIER See Certificate Number: 570052077179	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

Additional Description of Operations / Locations / Vehicles:  
operations of the insured under said contract, with respect to the General Liability, Auto Liability and worker's compensation policies.

# Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR  
Robert Weisman  
DEPARTMENT OF AIRPORTS

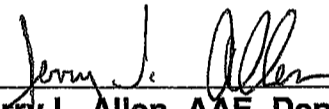
PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Steven L. Abrams, Mayor  
Priscilla A. Taylor, Vice Mayor  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria



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:

**Apron Pavement Rehabilitation  
Palm Beach County Glades Airport  
Palm Beach County Project No. GL 13-10  
Department of Airports**

**Total Bid Amount (Base Bid): \$750,795.55**

  
\_\_\_\_\_  
**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.pbla.org

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

(Posted)

(Removed)



November 4, 2013

VIA EMAIL

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

RE: PHK Apron 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 October 22, 2013 at 2:00 PM, which was the deadline established for the submitting the bids.

A total of two (2) bids were received. The following list provides the Engineer's Estimate, and the value of the bids for the total of the Base Bid:

<b>Engineer's Estimate:</b>	<b>\$1,069,571.80</b>
Ranger Construction Industries, Inc.	\$780,205.00
Community Asphalt Corp.	\$750,795.55

Our review of the Bids and required Bid Documents concludes that all of the respondents were responsive. Based on the bid evaluation performed by our Team, it is our recommendation to award the bid to Community Asphalt Corp. 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.

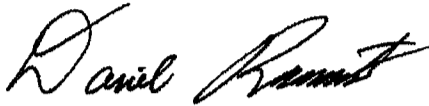
Sincerely,

RICONDO & ASSOCIATES, INC.

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

**RICONDO  
& ASSOCIATES**

Mr. Gary Sypek  
Palm Beach County Department of Airports  
November 4, 2013  
Page 2



David Ramacorti, C.M.  
Director

ENCLOSURES

cc: 09-04-0624-1035  
C. Portnoy, DOA  
P. Ricondo, R&A  
M. Mohamadi, AID  
K. Keane, BND  
Read File

P:\PB DOA\GC\WP #4\1035 - PHK Apron Rehabilitation\Out-box\DOA\Bid Award Recommendation\PHK Apron Rehab\_Bid Recommendation\2013-1104.docx



**BID TABULATION**  
**GL-13-10 - APRON PAVEMENT REHABILITATION**  
**PALM BEACH COUNTY GLADES AIRPORT**  
 FDOT FINANCIAL PROJECT No.422481-1-04-01/3-12-0080-003-2011  
 BID OPENING: OCTOBER 22, 2013

BASE CONTRACT BID				Engineers Estimate		Ranger Construction Industries Inc.		Community Asphalt Corp.		
Bid Item	Specification Section	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price	Extension	Unit Price	Extension
1	01000-1	MOBILIZATION (10%)	LS	1	\$97,233.80	\$97,233.80	\$116,000.00	\$116,000.00	\$85,000.00	\$85,000.00
2	01050-1	MAINTENANCE OF AOA TRAFFIC	LS	1	\$16,000.00	\$16,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00
3	P-101-1	ASPHALT PAVEMENT REMOVAL (4" AVG. DEPTH)	SY	22750	\$5.00	\$113,750.00	\$3.10	\$70,825.00	\$1.00	\$22,750.00
4	P-101-2	AIRCRAFT TIE DOWN REMOVAL	EA	195	\$260.00	\$49,760.00	\$114.00	\$22,230.00	\$70.00	\$13,650.00
5	P-150-1	BITUMINOUS PAVEMENT MILLING (VARIABLE DEPTH)	SY	83	\$3.00	\$279.00	\$21.00	\$1,853.00	\$51.00	\$4,789.50
6	P-182-1	UNCLASSIFIED EXCAVATION	CY	87	\$18.00	\$1,585.00	\$28.00	\$2,716.00	\$5.00	\$465.00
7	P-150-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION PREVENTION	LS	1	\$5,000.00	\$5,000.00	\$3,300.00	\$3,300.00	\$2,600.00	\$2,600.00
8	P-211-1	LMEROCK BASE COURSE (6")	SY	941	\$15.00	\$9,615.00	\$12.00	\$7,692.00	\$24.50	\$15,704.50
9	P-211-2	LMEROCK BASE COURSE (2")	SY	22168	\$15.00	\$332,520.00	\$4.20	\$93,051.00	\$3.75	\$127,391.25
10	P-403	PLANT MIX BITUMINOUS PAVEMENT	TON	2588	\$123.00	\$318,760.00	\$123.00	\$314,834.00	\$120.00	\$305,880.00
11	P-802-1	BITUMINOUS PRIME COAT	Gal	4580	\$5.00	\$22,750.00	\$4.10	\$18,655.00	\$0.01	\$45.80
12	P-803-1	BITUMINOUS TACK COAT	Gal	3410	\$5.00	\$17,050.00	\$4.80	\$15,348.00	\$0.01	\$34.10
13	P-820-1	PAVEMENT MARKINGS	SP	10185	\$2.00	\$20,370.00	\$1.20	\$12,186.00	\$1.10	\$11,170.50
14	P-820-2	TEMPORARY APRON PAINTING	SF	7500	\$2.00	\$15,000.00	\$0.50	\$7,110.00	\$1.00	\$7,500.00
15	P-820-3	AIRCRAFT TIE DOWNS	EA	65	\$290.00	\$16,260.00	\$158.00	\$10,270.00	\$780.00	\$51,360.00
16	T-804-1	BODDING	SY	1529	\$3.00	\$4,584.00	\$5.50	\$8,404.00	\$1.50	\$2,750.40
17	FDOT 680-1	INDUCTIVE LOOP DETECTOR	EA	1	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$2,000.00	\$2,000.00
18		12" NOMINAL ROADWAY SURFACE	SY	598	\$20.00	\$11,960.00	\$7.00	\$3,976.00	\$7.10	\$4,032.80
19	P-182-2	EMBANKMENT (FILL FOR SERVICE ROAD)	CY	768	\$15.00	\$11,490.00	\$20.00	\$15,320.00	\$22.50	\$17,235.00
20	FDOT 145-1	WOVEN GEOTEXTILE FABRIC	SY	582	\$10.00	\$5,820.00	\$9.00	\$5,238.00	\$8.50	\$4,947.00
<b>TOTAL BID AMOUNT - BASE BID:</b>						<b>\$1,069,571.80</b>		<b>\$780,205.00</b>		<b>\$750,785.55</b>

Description	Ranger Construction Industries, Inc.	Community Asphalt Corp.
Addendum No. 1 Acknowledgment	YES	YES
Addendum No. 2 Acknowledgment	YES	YES
Addendum No. 3 Acknowledgment	YES	YES
Addendum No. 4 Acknowledgment	YES	YES
Bid Form Letter - Pages BF-2 and BF-3	YES	YES
Bid Price Form Completed - Pages BF-4, 4.1 & 4.2 (Attachment 1)	YES	YES
Milestone and Damages Data (Attachment 2)	YES	YES
Designation of Subcontractors Completed (Attachment 3)	YES	YES
Prime Contractor Work Completed (Attachment 4)	YES	YES
Bid Bond Included (Attachment 5)	YES	YES
Surety - U.S. Treasury Listed (Part of Attachment 5)	YES	YES
Partnership Certificate Complete (if Applicable) (Attachment 6a)	N/A	N/A
Limited Liability Certificate (Attachment 6b) Additive Bid 1	N/A	N/A
Statement of Participation in Contracts subject to Non-Discrimination Clause (Attachment 7)	YES	YES
Schedule 1 - List of Proposed DBE Subcontractors (Goal: 17.0%) (Attachment 8) - Base Bid	Refer to DBE Review	Refer to DBE Review

Description	Ranger Construction Industries, Inc.	Community Asphalt Corp.
Schedule 2 - Letter of Intent to Perform as a DBE Subcontractor (Attachment 9) - <i>Base Bid</i>	Refer to DBE Review	Refer to DBE Review
Schedule 3 - Demonstration of Good Faith Efforts (Attachment 10) - <i>Base Bid</i>	Refer to DBE Review	Refer to DBE Review
Schedule 6 - Bidder and Subcontractor Information (Attachment 11) - <i>Base Bid</i>	Refer to DBE Review	Refer to DBE Review
Certification of Non-Segregated Facilities (Attachment 12)	YES	YES
Trench Safety Affidavit (Attachment 13)	YES	YES
Buy American Certificate (Attachment 14)	YES	YES
Certification Regarding Foreign Participation (Attachment 15)	YES	YES
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment 16)	YES	YES
Form of Non-Collusion Affidavit (Attachment 17)	YES	YES
Bidder Qualification Questionnaire (Attachment 18)	YES	YES
Meets Qualifications in Attachment 18	YES	Yes
E-Verification Certification (Attachment 19)	YES	YES
Safety Plan Compliance Document (SPCD) Certification (Attachment 20)	YES	YES

**INTEROFFICE MEMORANDUM  
DEPARTMENT OF AIRPORTS**

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

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



**DATE:** October 30, 2013

**RE:** PHK Apron Pavement Rehabilitation, Project No. GL 13-10  
Disadvantaged Business Enterprise (DBE) Bid Review

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I have reviewed the bids submitted in response to the Invitation for Bids issued for the above-referenced project and have concluded that the bids submitted are 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)

Apron Pavement Rehabilitation, Palm Beach County Glades Airport						
Project No. GL 13-10						
FDOT Project No. 422481-1-94-01						
AIR Project No. 3-12-0060-003-2011						
	Community Asphalt Corp. <sup>1</sup>	DBE (\$)	DBE (%)	Ranger Construction Industries, Inc.	DBE (\$)	DBE (%)
Base Bid	\$ 750,795.55	\$64,338.16	8.57%	\$ 780,205.00	\$ 28,313.00	3.63%

1. Schedules 1 and 3 included a non-material error. The percentage of DBE participation was understated (i.e., 6.45%).