

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

Meeting Date: July 11, 2017

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

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) a contract with Rio-Bak Corporation in the amount of \$2,499,634 for the Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at North Palm Beach County General Aviation Airport (F45); and

(B) a Budget Transfer of \$254,964 in the Airport's Improvement and Development Fund to provide budget for the Rio-Bak Corporation contract, including a transfer from Reserves of \$254,964.

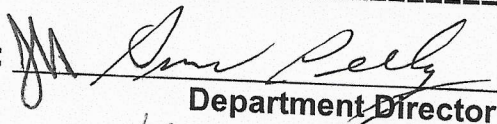
Summary: This project was advertised utilizing the County's competitive bid process. On April 18, 2017, four (4) bids were received for the Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at F45. Of the four (4) bids, Rio-Bak Corporation, a Palm Beach County company has been identified as the lowest responsible/responsive bidder in the amount of \$2,499,634. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 21%. Rio-Bak Corporation has satisfied the DBE requirement by meeting the DBE participation goal. Passenger Facility Charge (PFC) funds of \$2,244,670 and Airport Local funds of \$254,964 are being utilized to fund this project.
Countywide (AH)

Background and Justification: This project is the final part of a multi-phased project aimed at removing the wetlands surrounding the runways and taxiways at F45 and replacing them with the off-site creation of wetlands through the purchase of wetland credits, in an effort to eliminate the wildlife attractants at the Airport. This project includes clearing and grubbing, excavation, filling and grading of existing wetlands/wildlife hazards and the placing of topsoil and seed in the graded work areas at F45. Builder's Risk Insurance is not required for this project.

Attachments:

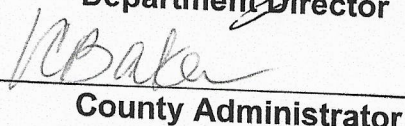
1. Three (3) Original Contracts
2. Bid Tabulation/Engineers and DBE Recommendation
3. Budget Transfer

Recommended By:


Department Director

6/18/17
Date

Approved By:


County Administrator

7/5/17
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>\$2,499,634</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$2,499,634</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund 4111 Department 121 Unit A327 Object 6504
 Reporting Category _____

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

Funds for this project are currently partially budgeted of \$2,244,670. Approval of this item provides additional funds of \$254,964, which includes a transfer from Reserves of \$254,964 for the Rio-Bak Corporation contract of \$2,499,634. Funding sources consist of PFC funds of \$2,244,670 and Local funding of \$254,964.

C. Departmental Fiscal Review: CM Sumin

III. REVIEW COMMENTS

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

[Signature] 6/22/17
 OFMB Et 6/21
[Signature] 6/30/17
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgado 7-3-17
 Assistant County Attorney

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 **Rio-Back Corporation**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4
North Palm Beach County General Aviation Airport
PALM BEACH COUNTY PROJECT No. NC 17-4**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated March 20, 2017 .
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated March 20, 2017 .
- General Provisions, dated March 20, 2017 .
- Special Provisions, dated March 20, 2017 .
- Addendum No. 1, dated April 6, 2017 .
- Addendum No. 2, dated April 13, 2017 .
- Drawings, dated March 20, 2017 .
- Completed Bid and Attachments, dated April 18, 2017 .

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Million Four Hundred Ninety-Nine Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$ 2,499,634.00)**, which includes the Total Bid Amount, Base Bid, for the **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at North 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.

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 County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

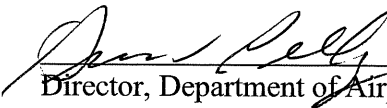
By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

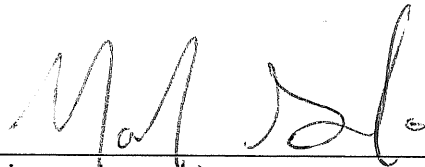
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

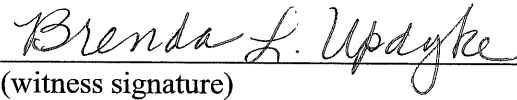
_____
Director, Department of Airports

“CONTRACTOR”

_____
(witness signature)

MARK SIRECHKO

(witness name printed)

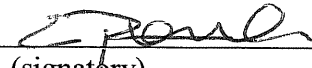
_____
(witness signature)

Brenda L. Updyke

(witness name printed)

By Rio - BAK
(Corporate Name)

a FLORIDA corporation
(insert state of corporation)

By: _____
(signatory)

ENRIQUE RIONON
(print signatory's name)

Its VICE PRES.
(print title)

(Corporate Seal)

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RECEIVED

2017 JUN -7 AM 10:49

DEPT. OF AIRPORTS
BLDG. 846. PBIA**JOHNSON**
& COMPANY

May 25, 2017

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

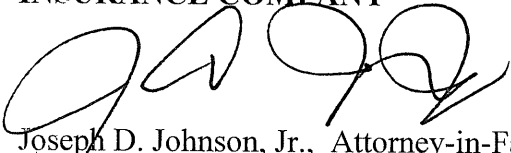
Re: Authority to Date Bonds and Powers of Attorney
Principal: Rio-Bak Corporation
Project: Wetland Wildlife Hazard Mitigation Phases 3A
3B, and 4, Project No. NC 17-4
Bond # 2252356

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County, Florida to date the Payment and Performance Bonds, Guarantee Bond, and Powers of Attorney for the captioned project with the date of the contract .

Yours very truly,

**NORTH AMERICAN SPECIALTY
INSURANCE COMPANY**



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

JDJjr/jhb

CONTRACT PERFORMANCE BOND

BOND NUMBER: 2252356

BOND AMOUNT: \$2,499,634.00

CONTRACT AMOUNT: \$2,499,634.00

CONTRACTOR’S NAME: Rio-Bak Corporation

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

CONTRACTOR’S PHONE: (561) 791-9721

SURETY COMPANY: North American Specialty Insurance Company

SURETY’S ADDRESS: 650 Elm Street
Manchester, New Hampshire 03101-2524
(800) 331-3379

OWNER’S NAME: PALM BEACH COUNTY

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

OWNER’S PHONE: (561) 471-7400

DESCRIPTION OF WORK: Clearing and grubbing, excavation, filling and grading of existing wetlands/wildlife hazards and placing of topsoil and seed in the graded work areas.

PROJECT LOCATION: North Palm Beach County General Aviation Airport
11600 Aviation Blvd.
West Palm Beach, Florida 33412

LEGAL DESCRIPTION: Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4
Project No. NC 17-4
Property Control Number 00-41-42-02-01-001-0000

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Two Million Four Hundred Ninety-Nine Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$2,499,634.00), which includes the 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: **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4**
Project No.: **NC 17-4**
Project Description: The work generally consists of clearing and grubbing, excavation, filling and grading of existing wetlands/wildlife hazards and the placing of topsoil and seed in the graded work areas.
Project Location: **North Palm Beach County General Aviation Airport**

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: AECOM Technology Corporation
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway
 Tampa, Florida 33607
PHONE: (813) 286-1711
FAX: (813) 287-8591

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 the **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at North Palm Beach County General Aviation Airport, Contract No. NC 17-4**, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. 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.

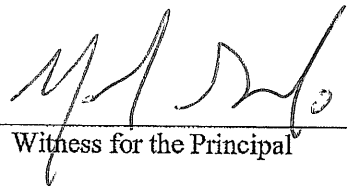
Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.


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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.



Witness for the Principal

PRINCIPAL:
Rio-Bak Corporation
By: (Print) _____


Signature

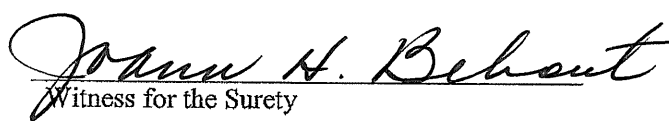
VICE PRESIDENT

Title

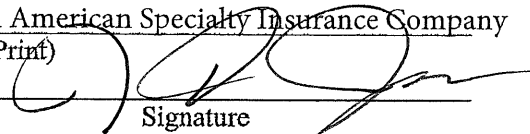
(SEAL)

Address:
12773 Forest Hill Blvd., Suite 210

Wellington, Florida 33414

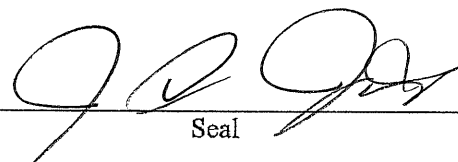


Witness for the Surety

SURETY
North American Specialty Insurance Company
By: (Print) _____


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

Title



Seal

Address
801 N. Orange Avenue, Suite 510

Orlando, Florida 32801

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

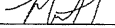
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



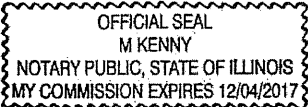
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of April, 2017.

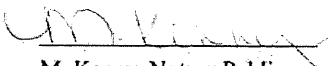
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 4th day of April, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

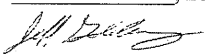
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CONTRACT PAYMENT BOND

BOND NUMBER: 2252356

BOND AMOUNT: \$2,499,634.00

CONTRACT AMOUNT: \$2,499,634.00

CONTRACTOR'S NAME: Rio-Bak Corporation

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

CONTRACTOR'S PHONE: (561) 791-9721

SURETY COMPANY: North American Specialty Insurance Company

SURETY'S ADDRESS: 650 Elm Street
Manchester, New Hampshire 03101-2524
(800) 331-3379

OWNER'S NAME: **PALM BEACH COUNTY**

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

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: **Clearing and grubbing, excavation, filling and grading of existing wetlands/wildlife hazards and the placing of topsoil and seed in the graded work areas.**

PROJECT LOCATION: **North Palm Beach County General Aviation Airport**
11600 Aviation Blvd.
West Palm Beach, Florida 33412

LEGAL DESCRIPTION: **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4**
Project No. NC 17-4
Project Control Number 00-41-42-02-01-001-0000

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Two Million Four Hundred Ninety-Nine Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$2,499,634.00), which includes the 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: **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4**
Project No.: **NC 17-4**
Project Description: The work generally consists of clearing and grubbing, excavation, filling and grading of existing wetlands/wildlife hazards and the placing of topsoil and seed in the graded work areas.
Project Location: **North Palm Beach County General Aviation Airport**

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: AECOM Technology Corporation
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway
 Tampa, Florida 33607
PHONE: (813) 286-1711
FAX: (813) 287-8591

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. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____ between Principal and County for the construction of the **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at North Palm Beach County General Aviation Airport, Contract No. NC 17-4** the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

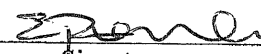
Then this bond is void; otherwise it remains in full force.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

See Section 712.23, Florida Statutes as amended for the notice and time limitations for claimants.



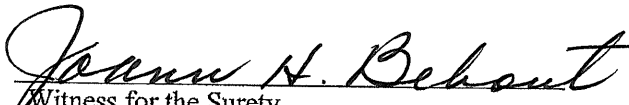
Witness for the Principal

PRINCIPAL:
Rio-Bak Corporation
By: (Print) _____
Signature 

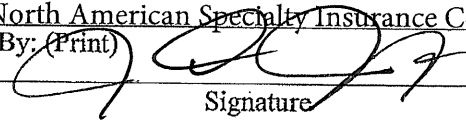
VICE PRESIDENT
Title

(SEAL)

Address:
12773 Forest Hill Blvd., Suite 210
Wellington, Florida 33414

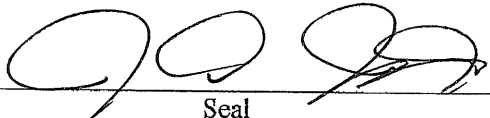


Witness for the Surety

SURETY
North American Specialty Insurance Company
By: (Print) _____
Signature 

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

Title



Seal

Address
801 N. Orange Ave., Suite 510
Orlando, Florida 32801

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

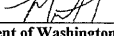
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of April, 20 17.

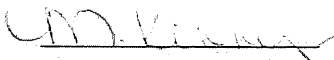
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 4th day of April, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

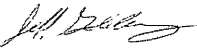
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

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


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NC 17-4

DATE: 6/6/2017

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

1. That he/she is the Secretary of Rio-BAK Corporation, a corporation organized and existing in good standing under the laws of the State of FLORIDA, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the day of August, 2011 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:


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

FURTHER RESOLVED, that Enrique Ronda 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.

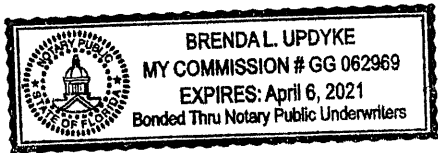
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 6 day of June, 2017.


(Signatory)

ENRIQUE RONDA
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 6 day of June, 2017 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.



Brenda L. Updyke
Notary Signature

Brenda L. Updyke
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 4.6.21

WRITTEN CONSENT OF BOARD OF DIRECTORS WITHOUT MEETING

OF

RIO-BAK CORPORATION

THE UNDERSIGNED, being the Director of RIO-BAK CORPORATION, a corporation existing under the laws of the State of Florida (the "Company"), hereby consents, pursuant to §607.0821 of the Florida Business Corporation Act, to the adoption of the following resolutions:

RESOLVED, that the following individuals are hereby authorized to sign any and all checks of Rio-Bak Corporation, any and all contracts on behalf of the corporation, and perform all such duties, as may from time to time be assigned to him or her by the board of directors. F.S.607.0840(3):

Enrique F. Rionda	-	President
Enrique R. Rionda	-	Vice President
Thomas T. King, Jr.	-	Vice President of Finance, Treasurer
Stacie J. Rimes	-	Corporate Secretary
David E. Haas	-	Assistant Secretary

IN WITNESS WHEREOF, the undersigned Director of the Company has executed the foregoing corporate action of the purpose of giving his consent thereto effective as of the 15th day of August, 2011.



Approved: Enrique F. Rionda, President

FORM OF GUARANTEE

GUARANTEE FOR Rio-Bak Corporation & North American Specialty Insurance Company

We, the undersigned, hereby guarantee that the **Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 at North Palm Beach County General Aviation Airport**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR Rio-Bak Corporation

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: _____
(Signature)

Joseph D. Johnson, Jr., Florida Resident Agent
(Seal) Agent

SURETY

North American Specialty Insurance Company

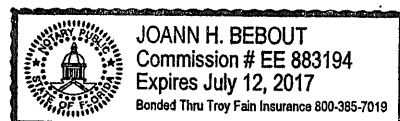
By: _____
STATE OF FLORIDA
COUNTY OF PALM BEACH

By: _____
Joseph D. Johnson, Jr., Attorney-in-Fact

The foregoing instrument was acknowledged before me this 25th day of May, 20 17 by Joseph D. Johnson, Jr. who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

Joann H. Bebout
Notary Public, State of Florida

My Commission Expires: July 12, 2017
Commission Number: EE 883194



Federal Front End Documents
Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4
North Palm Beach County General Aviation Airport

Contract Documents v 071516
March 20, 2017

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

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JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

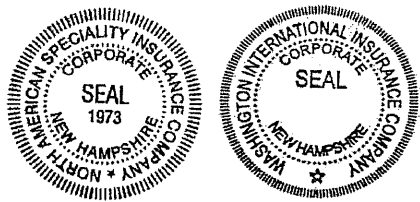
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

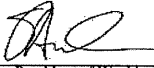
ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

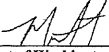
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of April, 20 17.

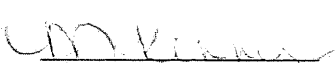
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 4th day of April, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

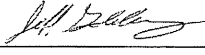
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

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


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

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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.

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): NO LOBBYING ACTIVITIES			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required 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: _____ Print Name: _____ Title: _____ Telephone No.: 561 791 9721 Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Log out

STATUS BY PROJECT

AM BEST

CANCELLED

INSURED

COMPLIANT

NON-COMPLIANT

COVERAGES

SUMMARY PROBLEMS

EXPIRATION

SPECIAL ISSUES

MISSING POLICIES

Dashboard

Select a Project

Add a Contract

Locate a Contract

Summary of Contracts

Connect to ITS Live Support

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, June 13, 2017

Simple View

Certificate Images

Documents

Insured: Rio-Bak Corporation Insured ID: **NC17-4-PBC**

Status: **Compliant (with overrides)**

ITS Account Number: **PLC2707**

Project(s): **Palm Beach County - Airports Planning and Development**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 6/30/2017			
General Aggregate:	\$10,000,000	\$2,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$2,000,000	X
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$5,000,000	\$1,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 6/30/2017			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$5,000,000	\$1,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 6/30/2017			
Each Occurrence:	\$0	\$10,000,000	
Aggregate Limit:	\$0	\$10,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 9/11/2017			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

Notifications [\(Show All\)](#)

The following letters were issued:

Jun 13 2017 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard



COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS

ATTACHMENT NO. 2

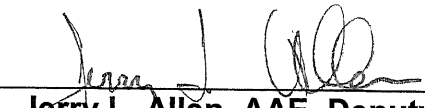
Based on the review by Palm Beach County Department of Airports
(Exhibits A & B), it is our intent to recommend the award of the
contract to **Rio-Bak Corporation** for the
below listed project:

(Posted)
RECEIVED
2017 MAY 11 AM 11:17
DEPT. OF AIRPORTS
BLDG. 846, PBIA

**Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4
North Palm Beach County General Aviation Airport
Palm Beach County Project No. NC 17-4
Department of Airports**

Total Bid Amount, Base Bid: \$2,499,634.00

(Removed)
RECEIVED
2017 MAY 18 PM 5:00
DEPT. OF AIRPORTS
BLDG. 846, PBIA



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

Dated: May 11, 2017

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



April 26, 2017

EXHIBIT A

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

RE: PBC Project No. NC 17-4
Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4
North Palm Beach County General Aviation Airport
Bid Tabulation and Contract Award Recommendation

Gary:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bids for the referenced project. The Bid Opening was conducted on April 18, 2017 at 2:00 PM, the established deadline for submission of bids, as stated in the Bid Documents.

A total of four (4) bids were received. The Bids received were from Rio-Bak Corporation, Engecon Construction Inc., Rosso Site Development, Inc., and ENCO, LLC. The base bids are arranged from lowest to highest along with the Engineer's Estimate in Table 1 below.

BIDDER	BASE BID PRICE
Rio-Bak Corporation	\$2,499,634.00
Engecon Construction, Inc.	\$2,744,561.50
Rosso Site Development, Inc.	\$2,808,913.14
Engineer's Estimate	\$2,844,578.00
ENCO, LLC	\$4,089,310.00

AECOM's review of the bids indicated that all bidders have provided all supporting documentation required per the bid documents.

AECOM's review of the bid calculations indicated that all bids were accurately submitted. The Bid Tabulation analysis and the Bid Review Checklist are attached.

Based on the qualifications of the four (4) bids submitted, all bidders show experience as a prime contractors for similar earthwork projects.

Based on AECOM's evaluation of the base bid; qualifications, experience and the bids obtained, it is our recommendation that the DOA award the NC 17-4, Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4 Contract to the lowest responsible/responsive bidder, Rio-Bak Corporation, contingent on the DOA's legal and DBE review of the bid documents.



If you have any questions, please feel free to contact me. We would be pleased to address any and all issues at your convenience.

Sincerely,
AECOM Technical Services, Inc.

A handwritten signature in black ink, appearing to read "Andrew Kacer".

Andrew Kacer, PE
AVP

enclosures: Bid Tabulation
Bid Review Checklist

P:\Aviation\PBIA\Amendment 6\60481523 Repackage F45 Wetland Mitigation (I-15-PBI-A-020)\400-Technical\412 Bid and Award Services\Bid Recommendation_Analysis\NC 17-4 Contract Award Recommendation Letter.doc

Palm Beach County - Department of Airports
North Palm Beach County General Aviation Airport
NC 17-4: Wetland Wildlife Hazard Mitigation Phases 3A, 3B, and 4

Bid Tabulation

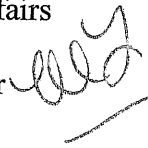
4/19/2017

	Base Bid			Engineers Estimate		RIO-BAK Corporation		ENGECON Construction, Inc.		Rosso Site Development		ENCO, LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
01000-1	MOBILIZATION	LS	1	\$181,127	\$181,127	\$60,500.00	\$60,500.00	\$525,000.00	\$525,000.00	\$175,479.66	\$175,479.66	\$147,626.00	\$147,626.00
01030-1	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	LS	1	\$79,363	\$79,363	\$15,000.00	\$15,000.00	\$54,000.00	\$54,000.00	\$189,922.82	\$189,922.82	\$15,000.00	\$15,000.00
01720-1	PROJECT RECORD DOCUMENTS	LS	1	\$40,000	\$40,000	\$100,250.00	\$100,250.00	\$15,000.00	\$15,000.00	\$87,438.75	\$87,438.75	\$41,000.00	\$41,000.00
Phase 3													
P-151-4.1	CLEARING AND GRUBBING	AC	33.0	\$13,000.00	\$429,000	\$4,618.00	\$152,394.00	\$7,850.00	\$259,050.00	\$3,664.68	\$120,934.44	\$15,000.00	\$495,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	1,200.0	\$7.50	\$9,000	\$5.00	\$6,000.00	\$5.50	\$6,600.00	\$2.31	\$2,772.00	\$20.00	\$24,000.00
P-152-4.2	BORROW MATERIAL	CY	57,000	\$16.00	\$912,000	\$22.09	\$1,259,130.00	\$17.00	\$969,000.00	\$18.59	\$1,059,630.00	\$30.00	\$1,710,000.00
P-152-4.3	UNSUITABLE EXCAVATION	CY	11,600	\$20.00	\$232,000	\$2.50	\$29,000.00	\$5.64	\$65,424.00	\$24.40	\$283,040.00	\$21.70	\$251,720.00
P-156-5.1	SILT FENCE	LF	8,250	\$2.00	\$16,500	\$1.40	\$11,550.00	\$1.60	\$13,200.00	\$0.39	\$3,217.50	\$2.06	\$16,995.00
P-156-5.2	FLOATING TURBIDITY BARRIER	LF	375	\$15.00	\$5,625	\$14.00	\$5,250.00	\$16.00	\$6,000.00	\$7.51	\$2,816.25	\$15.00	\$5,625.00
P-156-5.3	SOIL TRACKING PREVENTION DEVICE	EA	1	\$5,000.00	\$5,000	\$3,150.00	\$3,150.00	\$2,750.00	\$2,750.00	\$8,133.36	\$8,133.36	\$2,000.00	\$2,000.00
T-901-5.1	SEEDING	1,000 SF	1,440	\$85.00	\$122,400	\$99.60	\$143,424.00	\$100.00	\$144,000.00	\$155.36	\$223,718.40	\$63.40	\$91,296.00
T-905-5.1	TOPSOILING	CY	14,500	\$12.00	\$174,000	\$6.60	\$95,700.00	\$9.00	\$130,500.00	\$2.78	\$40,310.00	\$20.00	\$290,000.00
Phase 4													
P-151-4.1	CLEARING AND GRUBBING	AC	9.0	\$13,000.00	\$117,000	\$5,856.00	\$50,904.00	\$7,850.00	\$70,650.00	\$3,664.68	\$32,982.12	\$15,000.00	\$135,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	25	\$7.50	\$188	\$10.00	\$250.00	\$5.50	\$137.50	\$2.39	\$59.75	\$20.00	\$500.00
P-152-4.2	BORROW MATERIAL	CY	22,000	\$16.00	\$352,000	\$21.80	\$479,600.00	\$17.00	\$374,000.00	\$18.33	\$403,260.00	\$30.00	\$660,000.00
P-152-4.3	UNSUITABLE EXCAVATION	CY	3,500	\$20.00	\$70,000	\$2.50	\$8,750.00	\$6.00	\$21,000.00	\$24.14	\$84,490.00	\$22.86	\$80,010.00
P-156-5.1	SILT FENCE	LF	4,500	\$2.00	\$9,000	\$1.40	\$6,300.00	\$1.60	\$7,200.00	\$0.50	\$2,250.00	\$4.11	\$18,495.00
P-156-5.2	FLOATING TURBIDITY BARRIER	LF	200	\$15.00	\$3,000	\$14.00	\$2,800.00	\$16.00	\$3,200.00	\$8.47	\$1,694.00	\$15.00	\$3,000.00
P-156-5.3	SOIL TRACKING PREVENTION DEVICE	EA	2	\$5,000.00	\$10,000	\$3,125.00	\$6,250.00	\$2,750.00	\$5,500.00	\$7,280.27	\$14,560.54	\$2,000.00	\$4,000.00
T-901-5.1	SEEDING	1,000 SF	395	\$85.00	\$33,575	\$99.60	\$39,342.00	\$100.00	\$39,500.00	\$157.29	\$62,129.55	\$63.40	\$25,043.00
T-905-5.1	TOPSOILING	CY	3,650	\$12.00	\$43,800	\$6.60	\$24,090.00	\$9.00	\$32,850.00	\$2.78	\$10,074.00	\$20.00	\$73,000.00
TOTAL BASE BID CONSTRUCTION COST					\$2,844,578		\$2,499,634.00		\$2,744,561.50		\$2,808,913.14		\$4,089,310.00

Description	Rio-Bak Corporation	Engecon Construction Inc.	Rosso Site Development, Inc.	ENCO, LLC
Addendum No. 1 Acknowledgment	✓	✓	✓	✓
Addendum No. 2 Acknowledgment	✓	✓	✓	✓
Bid Form (Pages BF-3 and BF-4)	✓	✓	✓	✓
Bid Price Form (Page BF-6.1R)	✓	✓	✓	✓
Milestone and Damages Data (Attachment No. 2)	✓	✓	✓	✓
Designation of Subcontractors (Attachment No. 3)	✓	✓	✓	✓
Prime Contractor Work (Attachment No. 4)	✓	✓	✓	✓
Prime Contractor Participation (Goal = 20%)	✓	✓	✓	✓
Bid Bond (Attachment No. 5)	✓	✓	✓	✓
Surety (Part of Attachment No. 5)	✓	✓	✓	✓
Partnership Certificate (Attachment No. 6a)	N/A	N/A	N/A	N/A
Limited Liability Company Certificate (Attachment No. 6b)	N/A	N/A	N/A	✓
Statement of Participation in Contracts subject to Non-Discrimination Clause (Attachment No. 7)	✓	✓	✓	✓
Schedule 1 - List of Proposed DBE Firms (Attachment No. 8)	These Sections will be reviewed by the Palm Beach Department of Airports.			
Schedule 2 Letter of Intent to Perform as a DBE Subcontractor (Attachment No.9)				
Schedule 3 Demonstration of Good Faith Effort to Achieve DBE Goal (Attachment No. 10)				
DBE Participation (Goal = 21%)				
Schedule 6 Bidder and Subcontractor Information (Attachment No. 11)	✓	✓	✓	✓
Notice to of Requirement for Certification of Non-Segregated Facilities (Attachment No. 12)	✓	✓	✓	✓
Trench Safety Certificate (Attachment No. 13)	✓	✓	✓	✓
Buy American Certificate (Attachment No. 14)	✓	✓	✓	✓
Certificate Regarding Foreign Participation (Attachment No. 15)	✓	✓	✓	✓
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment No. 16)	✓	✓	✓	✓
Form of Noncollusion Affidavit (Attachment No. 17)	✓	✓	✓	✓
Bidder Qualification Questionnaire (Attachment No. 18)	✓	✓	✓	✓
E-Verification Certification (Attachment No. 19)	✓	✓	✓	✓
Safety Plan Compliance Document (SPCD) Certification (Attachment No. 20)	✓	✓	✓	✓
County Non-Discrimination Requirements (Attachment No. 21)	✓	✓	✓	✓

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Martha LaVerghetta, Airports Compliance Manager 

DATE: May 9, 2017

RE: Wetland Wildlife Hazard Mitigation Phase 3A, 3B, and 4, North Palm Beach County
General Aviation Airport (F45)
Project No: NC 17-4

I have reviewed the proposals submitted in response to the recent solicitation issued for Wetland Wildlife Hazard Mitigation Phase 3A, 3B, and 4 at the North Palm Beach County General Aviation Airport. All proposers have satisfied the DBE requirements of the solicitation by meeting or exceeding the DBE participation goal of 21%.

If you have any questions, please let me know.

cc: Laura Beebe, Deputy Director, Airport Business Affairs

17-


BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement and Developement Fund

Advantage Document Numbers:
BGEX 060117/1370
BGRV

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/1/2017	REMAINING BALANCE
<u>Expenditures</u>								
121-A327-6504	IOTB-Non Infrastructure	2,316,056	2,244,670	254,964	0	2,499,634	0	2,499,634
121-A900-9909	Reserves Improvement Program	25,514,393	12,511,111	0	254,964	12,256,147	0	12,256,147
Total Appropriations & Expenditures		<u>172,449,342</u>	<u>163,643,421</u>	<u>254,964</u>	<u>254,964</u>	<u>163,643,421</u>		

	Signatures	Date	By Board of County Commissioners
OFMB		<u>6/12/17</u>	At Meeting of
INITIATING DEPARTMENT/DIVISION			<u>July 11, 2017</u>
Administration/Budget Department Approval			Deputy Clerk to the
OFMB Department - Posted			Board of County Commissioners