

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 6, 2025	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Contract (Contract) with Browning Chapman, LLC (Browning Chapman) in the amount of \$1,867,820.03 with a project duration of 450 calendar days for Repairs to Short-Term and Long-Term Parking Garage 3 (Project) at Palm Beach International Airport (PBI); and
- (B) a Budget Transfer in the amount of \$155,056 in the Airport's Improvement and Development Fund to provide budget for the Project; including a Transfer from Reserves in the amount of \$155,056.

Summary: This Project is for the completion of miscellaneous repairs and maintenance to the Short-Term Parking Garage and Long-Term Parking Garage 3 at PBI, which will include cleaning and sealing of concrete joints, concrete spall and crack repairs, new wayfinding signage, installation of a surface coating, pavement markings, and cleaning and sealing interior and exterior surfaces. The Project was advertised on December 2, 2024, utilizing the County's competitive bid process. On January 30, 2025, eight (8) bids were received for the Project. Browning Chapman, a Hamilton County, Indiana company, was the lowest responsive, responsible bidder in the amount of \$1,867,820.03. This Project was presented to the Goal Setting Committee (Committee) on December 20, 2023, and the Committee established an Affirmative Procurement Initiative (API) of a mandatory 6% Small Business Enterprise (SBE) subcontracting goal. Browning Chapman committed to 6.42% SBE participation. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. This Project exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: This Project is the second phase of a multi-phase project, which will help extend the useful life of the parking garages at PBI.

Attachments:

1. Three (3) Original Contracts w/ Browning Chapman, LLC
2. Bid Tabulation/Engineers Recommendation and OEBO Compliance Form J
3. Budget Transfer
4. Project Manual

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Recommended By: Laura Bube 4/2/25
Department Director Date

Approved By: Ronnie C. Ayala 4/9/25
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$1,867,821				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,867,821				

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in the Current Budget?	Yes	_____	No	<u>X</u>
Does this item include the use of federal funds	Yes	_____	No	<u>X</u>
Does this item include the use of state funds?	Yes	_____	No	<u>X</u>

Budget Account No: Fund 4111 Department 121 Unit A455-521 Object 6504

Reporting Category _____

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

Approval of this item will provide Budget in the amount of \$1,867,821 for this Project, including a transfer from Reserves in the amount of \$155,056, with the remainder currently in the Budget.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 4/2/25
OFMB 4/3

[Signature] 4/8/25
Contract Dev. and Control
264.8.25

B. Legal Sufficiency:

Anne Welfant 4-9-25
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Contract with Browning Chapman, LLC.
Palm Beach County Project PB 24-26
Repairs to Short-Term & Long-Term Parking Garage 3
At Palm Beach International Airport

Contract with Browning Chapman, LLC.
PB 24-26
Repairs to ST & LT Parking Garage 3

Attachment No. 1:
Three (3) Original Contracts Browning Chapman, LLC.



CONTRACT

THIS CONTRACT ("Contract") is made and entered into on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and **Browning Chapman, LLC**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

**PBI REPAIRS TO SHORT-TERM AND LONG-TERM PARKING GARAGE 3
PROJECT NO. PB 24-26**

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 9 dated January 28, 2025;
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated _____;
- General Conditions dated December 2024;
- Special Conditions dated December 2024;
- The Invitation to Bid and Instructions to Bidders dated December 2024;
- Technical Specifications dated December 2024;
- Drawings (as identified by Index of Drawings) dated December 1, 2024;
- Addendum No. 1 dated: December 20, 2024;
- Addendum No. 2 dated: January 9, 2025;
- Addendum No. 3 dated: January 16, 2025;
- Addendum No. 4 dated: January 24, 2025;
- Nongovernmental Entity Human Trafficking Affidavit, executed by the Contractor. The Contractor hereby warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **One Million Eight Hundred Sixty-Seven Thousand Eight Hundred twenty Dollars and 03/100 (\$1,867,820.03)**. (Total Bid Amount, Base Bid)

The prices named in the Bid are for the completed Work 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. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any amendments to this Contract;
2. The Invitation to Bid and Instructions to Bidders;
3. Special Conditions;
4. General Conditions;
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents
7. The Contractor's Completed Bid Form and Completed Attachments 1 through 9

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and to execute this contract on behalf of itself and its Surety.

ATTEST:
JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Sam Burke
Director of Airports

CONTRACTOR

Michael Hutchinson
(witness for the Contractor signature)

Keith Hutchinson
(witness name printed)

[Signature]
(witness for the Contractor signature)

Jeff Browning
(witness name printed)

By: Browning Chapman, LLC
(Corporate Name)

By: Allan Browning
(signatory)

Allan Browning
(print signatory's name)

Its' President
(print title)

(Corporate Seal)

AUTHORIZATION TO INSERT DATE INTO
CONTRACT BONDS

March 11, 2025

Palm Beach Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE: Browning Chapman, LLC
Authority to Date Contract Bonds – HSA-MW-6102

To Whom It May Concern:

This letter gives you the authority to date the final bonds attached to match the date you enter into Contract with Browning Chapman, LLC for Palm Beach Department of Airports, Palm Beach International Airport Repairs to Short-Term and Long-Term Parking Garage 3, Project No. PB 24-26. You will need to also date the Power of Attorneys and notary acknowledgements to match the contract date.

When this is completed, I will need to have you forward back to us (at the address noted below), a **copy** of the signed contract, contract dated bonds and Power of Attorneys, I will then forward them onto Hudson Insurance Company.

I appreciate your assistance in this matter.

Sincerely,



Todd Schaap
Attorney-in-Fact
Hudson Insurance Company

(SEAL)

Shorewest Surety Services, Inc.
2626 49th Drive
Franksville, WI 53126



PUBLIC CONSTRUCTION BOND

BOND NUMBER HSA-MW-6102

BOND AMOUNT \$1,867,820.03

CONTRACT AMOUNT \$1,867,820.03

CONTRACTOR'S NAME: Browning Chapman, LLC

CONTRACTOR'S ADDRESS: 2101 Bastian Ct., Westfield, IN 46074

CONTRACTOR'S PHONE: 317-608-2775

SURETY COMPANY: Hudson Insurance Company

SURETY'S ADDRESS: 100 William Street,

5th Floor

New York, NY 10038

SURETY'S PHONE: (212) 978-2800

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER'S ADDRESS: c/o Palm Beach County Department of Airports
 846 Palm Beach Department of Airports
 West Palm Beach, FL 33406-1470

OWNER'S PHONE: (561) 471-7400

PROJECT NAME: **PBI Repairs to Short-Term and Long-Term Parking Garage 3**

PROJECT NUMBER: **PB 24-26**

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: The Work consists of the repair of miscellaneous distresses on the Parking Garages at Palm Beach International Airport includes cleaning, sealing, concrete joints, spall and crack repair on the garage superstructure and pavement. The project also includes installation of a Surface Coating on the 4th level of the Short-Term Parking Garage and new wayfinding signage in Long-Term Parking Garage No. 3.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

PCN No. 043-43-31-01-001-0010

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 hereinbelow defined, in the amount of **One Million Eight Hundred Sixty-Seven Thousand Eight Hundred twenty Dollars and 03/100 (\$1,867,820.03).** (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 entered into a contract with the County for

Project Name: **PBI Repairs to Short-Term and Long-Term Parking Garage 3**

Project No.: **PB 24-26**

Project Description: The repair of miscellaneous distresses on the Parking Garages at Palm Beach International Airport includes cleaning, sealing, concrete joints, spall and crack repair on the garage superstructure and pavement. The project also includes installation of a Surface Coating on the 4th level of the Short-Term Parking Garage and new wayfinding signage.

Project Location: Palm Beach International Airport
3200 Belvedere Road
West Palm Beach, Florida 33406

in accordance with Drawings and Specifications prepared by

AECOM Technical Services Inc.
7650 West Courtney Campbell Causeway,
Tampa, Florida 33607
813-286-1711

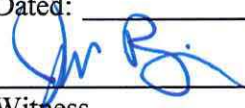
which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of PBI Repairs to Short-Term and Long-Term Parking Garage 3, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
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.

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.

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

Dated: _____


Witness

Jeff Browning

Print Name

Kimberly S. Rasch

Witness

Kimberly S. Rasch

Print Name

Browning Chapman, LLC


Principal (Seal)

Allan Browning / President

Name and Title Printed

Hudson Insurance Company
Surety  (Seal)

Todd Schaap, Attorney-in-Fact

Name and Title Printed

*Bond Must Contain Original Signatures. No
Copies Will Be Accepted*

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Browning Chapman, LLC
Hudson Insurance Company

We the undersigned hereby guarantee that the **PBI Repairs to Short-Term and Long-Term Parking Garage 3, PB 24-26**, 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 our work, together with any work of others 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 Substantial Completion of all 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 by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working 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.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Guarantee Must Contain Original Signatures. No Copies Will Be Accepted.

Browning Chapman, LLC
(Contractor) _____ (Seal)
By: [Signature]
(Contractor Signature)
Allan Browning/President
(Print Name and Title)

Hudson Insurance Company
(Surety) _____ (Seal)
By: [Signature]
(Surety Signature)

Todd Schaap, Attorney-in-Fact
(Print Name and Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers, Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 15th day of November, 20 24 at New York, New York.



(Corporate seal)

Attest.....
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By.....
Andrew A. Dickson
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 15th day of November, 20 24 before me personally came Andrew A. Dickson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

The undersigned Dina Daskalakis hereby certifies:
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this _____ day of _____, 2025

(Corporate seal)



By.....
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Milwaukee**)

ON THIS _____ day of _____, **2025**,

before me, a notary public, within and for said County and State, personally appeared ____

Todd Schaap to me personally known, who being duly sworn,

upon oath did say that he is the Attorney-in-Fact of and for the _____

Hudson Insurance Company, a corporation

of **Delaware**, created, organized and existing under and

by virtue of the laws of the State of **Delaware**; that the corporate seal

affixed to the foregoing within instrument is the seal of the said Company; that the seal

was affixed and the said instrument was executed by authority of its Board of Directors;

and the said **Todd Schaap** did acknowledge that he/she

executed the said instrument as the free act and deed of said Company.



Rosa Hernandez

Notary Public, **Milwaukee** County, Wisconsin

My Commission Expires **1/22/2027**



LIMITED LIABILITY COMPANY CERTIFICATE

PBC PROJECT NUMBER: PB 24-26

DATE:

3/7/2025 JAB
3/2/2025

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

1. That he/she is the Manager of Browning Chapman, LLC, a limited liability company organized and existing in good standing under the laws of the State of Indiana hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the 7th day of March, 2025, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

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

FURTHER RESOLVED, that Allan Browning (name), the President (title) of the LLC, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required LLC formalities and 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 LLC is in good standing under the laws of the State of Florida or its state of organization, 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 the 7th day of March, 20 25.

(Signature)

Allan Browning
(Print Signatory's name
Its Manager)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization, this 7th day of March, 20 25 by the Manager of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.

KAID HUTCHINSON
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0734051
My Commission Expires June 1, 2029

(Notary Signature)

Kaide Hutchinson
(Print Notary's Name) NOTARY PUBLIC

State of Indiana at Large

My Commission Expires:
06/01/2029

Intentionally Left Blank

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of _____
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**


(signature of officer or representative)


Allan Browning
(printed name of officer or representative)

Indiana
State of ~~Florida~~, County of Hamilton ~~Palm Beach~~

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 7th day of March, 2025, by Allan Browning.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires: 06/01/2029
State of ~~Florida~~ at large
Indiana

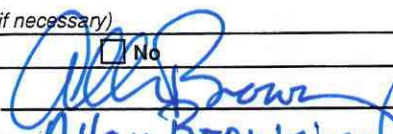
KAID HUTCHINSON Notary Public - Seal Marion County - State of Indiana Commission Number NP0734051 My Commission Expires June 1, 2029
--

(Notary Seal)

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): <div style="font-size: 1.2em; color: blue; font-family: cursive;">No Lobbying Activities</div>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="text-align: center; font-size: 0.8em;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div>	
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: <div style="text-align: center; font-size: 0.8em;">(attach Continuation Sheet(s) SF-LLLA, if necessary)</div>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required 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></u> Print Name: <u>Allan Browning</u> Title: <u>President</u> Telephone No.: <u>(317) 608-2775</u> Date: <u>3/7/25</u>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Federal Use Only:

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.

Signatory Information





Detail by Entity Name

Foreign Limited Liability Company
BROWNING CHAPMAN, LLC

Filing Information

Document Number M18000006107
FEI/EIN Number 46-1327461
Date Filed 07/02/2018
State IN
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/22/2024

Principal Address

2101 Bastian Ct.
Westfield, IN 46074

Changed: 06/19/2020

Mailing Address

2101 Bastian Ct.
Westfield, IN 46074

Changed: 06/19/2020

Registered Agent Name & Address

InCorp Services, Inc.
3458 Lakeshore Drive
Tallahassee, FL 32312

Name Changed: 10/22/2024

Address Changed: 10/22/2024

Authorized Person(s) Detail

Name & Address

Title PRESIDENT

BROWNING, ALLAN
2101 Bastian Ct.
Westfield, IN 46074

Title VP/COO

CHAPMAN, GORDON
2101 Bastian Ct.
Westfield, IN 46074

Annual Reports

Report Year	Filed Date
2023	05/01/2023
2024	10/22/2024
2025	02/18/2025

Document Images

02/18/2025 -- ANNUAL REPORT	View image in PDF format
10/22/2024 -- REINSTATEMENT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
02/10/2021 -- ANNUAL REPORT	View image in PDF format
06/19/2020 -- ANNUAL REPORT	View image in PDF format
05/08/2019 -- ANNUAL REPORT	View image in PDF format
07/02/2018 -- Foreign Limited	View image in PDF format

Contract with Browning Chapman, LLC.
Palm Beach County Project PB 24-26
Repairs to Short-Term & Long-Term Parking Garage 3
At Palm Beach International Airport

Contract with Browning Chapman, LLC.
PB 24-26
Repairs to ST & LT Parking Garage 3

Certificate of Insurance



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2025

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 11611 N. Meridian St., Ste 230 Carmel, IN 46032 317 689-8420		CONTACT NAME: Mary A Griffith PHONE (A/C, No, Ext): E-MAIL ADDRESS: Mary.Griffith@usi.com		FAX (A/C, No):
INSURED Browning Chapman, LLC 2101 Bastian Court Suite 128 Westfield, IN 46074		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Casualty and Surety Company		19038
		INSURER B : Travelers Property Cas. Co. of America		25674
		INSURER C : Columbia Casualty Company		31127
		INSURER D : Hanover Insurance Company		22292
		INSURER E :		
INSURER F :				

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:</div>	X	X	DTCO3L768549COF24	12/01/2024	12/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <div><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY</div> <div><input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY</div>	X	X	8103L4000972426G	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <div>EXCESS LIAB</div> <div>DED <input checked="" type="checkbox"/> RETENTION \$0</div> <div><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</div>	X	X	UB3L40005A2426G	12/01/2024	12/01/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB3LA4005A2426G	12/01/2024	12/01/2025	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000</div>
C	Excess Liability			7036363991	12/01/2024	12/01/2025	\$5,000,000 Limit
A	Professional			ZCE51N86179	12/01/2024	12/01/2025	\$5,000,000 Limit
D	Crime			BDIJ23293400	12/01/2022	12/01/2025	\$1,000,000 Limit

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


ADDITIONAL COVERAGE:

INSURER A - QT630A3241693TIL24 - Leased/Rented Equipment - \$200,000 Limit

INSURER - Cowbell - PLMCBS3A0WWAK4 - Cyber - \$1,000,000 Limit

INSURER A - QT630A3241693TIL24- Blanket Building/Business Personal Property - \$5,270,000 Limit/Replacement Cost/\$1,000 Deductible

(See Attached Descriptions)

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

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DESCRIPTIONS (Continued from Page 1)

INSURER A - ZCE51N86179 - Pollution Coverage - \$5,000,000 Limit
Contractors Broadened Endorsement includes Automatic Additional Insured Coverage, Waiver of Subrogation and Primary and Non-Contributory Coverage when required on General Liability with written contract or agreement currently in effect or which becomes effective during the policy period and is executed prior to the loss. Business Auto Includes Automatic Additional Insured and Waiver of Subrogation with written contractor agreement, same terms as under Liability. Workers Compensation includes Blanket Waiver of Subrogation with written contract or agreement. Umbrella policy follows form and provides coverage per underlying written contract or agreement. Umbrella policy follows form and provides coverage per underlying policies.

NOTE: INSTALLATION FLOATER - Included as follows: INSURER A - QT630A3241693TIL24 - - Limit is 100% of Contract Amount
Palm Beach County is an additional insured with respect to General Liability (for both ongoing and completed operations) on forms equivalent to CG 20 10 10 01 and CG 20 37 10 01, Automobile, Umbrella/Excess, and Professional Liability. A Waiver of Subrogation in favor of Palm Beach County applies to General Liability, Umbrella/Excess, and Workers Compensation. Coverage is primary and non-contributory. 30 Days Notice of Cancellation is included with the exception of 10 days for nonpayment of premium. Palm Beach County is loss payee on the builders risk/installation floater coverage on policy QT630A3241693TIL24.

Attachment No. 2:
Bid Tabulation/Engineers Recommendation and OEBO Compliance Form I



January 19, 2025

Cynthia Portnoy
Deputy Director Planning & Development
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

RE: PBC Project No. PB 24-26
PBI Repairs to Short-Term and Long-Term Parking Garage 3
Palm Beach International Airport
Bid Tabulation and Contract Award Recommendation

Cindy:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bid proposals for the referenced project. The established deadline for submission of bids (Bid Due Date) was January 29, 2025, at 2:00 PM. The Bid Opening was conducted the following day, January 30, 2025, at 2:00 PM by the Palm Beach County Department of Airports in the main conference room at Bldg. 846 Palm Beach International Airport.

A total of eight (8) bid proposals were received by the Bid Due Date. AECOM's initial review indicated that the Bid Proposal received from Contracting Specialist South East, LLC was submitted using incorrect Bid Forms and was not able to be reviewed for comparison with the contract Bid Form and other bidders. By submitting the incorrect Bid Form, AECOM interprets this as a modification of the Bid Form as covered under Instructions to Bidders Section 5.1.1 and is subject to the County's rejection of the Bid. AECOM recommends the bid submitted by Contracting Specialist South East, LLC be considered as non-responsive.

AECOM's review of the remaining seven (7) Bidders confirmed that all have experience performing the primary type of services required for this contract and all have provided current Florida General Contracting licensing. The Bid Proposal totals along with the Engineer's Estimate of costs and the bidders Certification of Business Location (Attachment 5 to the Bid Form), are presented in the table below:

BIDDER	TOTAL BID PRICE	LOCAL PALM BEACH COUNTY BUSINESS	Bid Ranking (Low to High)
Alen Construction Group, Inc.	\$ 2,304,234.05 **	✓	3
Browning Chapman, LLC	\$ 1,867,820.03		1
Concrete Protection & Restoration, LLC	\$ 2,102,686.58		2
Contracting Specialist South East, LLC	\$921,102.40	✓	Non-responsive
Gutknecht Construction Company	\$ 2,773,386.91		4
Innovative Masonry Restoration, LLC	\$3,196,432.73		5
Structural Preservation Systems, LLC	\$2, 211,146.14		Non-responsive
Tadeos Engineering, LLC	\$3,215,653.25		Non-responsive
Engineer's Estimate	\$ 3,478,285.07		

** Adjusted Total Bid Price per Local Preference

Each bid proposal provided complete Primary Bid Documents, which include the Bid Form, Bid Bond (Attachment No. 1) and Unit Price Bid Form (Attachment No. 6), as required for the bid submission. Each bid proposal also included the acknowledgment of Addenda, No. 1 through No. 4, and the Supplemental

Bid Documents including the EBO Program Schedules, List of Subcontractors/Self-performed Trades, Trench Safety Affidavit, Certification of Business Location, and the E-Verification Certification. Alen Construction Group is certified as a local Palm Beach County Business and subject to the Local Preference clause per Instructions to Bidders section 5.4. No bidders identified as a Glades business.

AECOM's technical review of the bids along with the Office of Equal Business Opportunity (OEBO) evaluation of the bids responsiveness to the Affirmative Procurement Initiative (API) is included below.

- The bid proposal submitted by Alen Construction, Inc. (Alen) was mathematically correct. AECOM's review found no unbalanced line-item pricing in the bid proposal when compared to the other bid proposals and Engineer's Estimate. Alen's adjusted bid total for Local Preference is shown in the attached Bid Tabulation. Alen provided current licensing certification for their subcontractors. OEBO evaluation showed Alen is a certified S/M/WBE and determined them as responsive to the API. AECOM recommends Alen Construction Group, Inc. to be considered a responsive Bidder.
- The Bid proposal submitted by Browning Chapman, LLC was mathematically correct. AECOM's review noted one line-item pricing in the bid proposal that was inconsistent when compared to the other bid proposals and Engineer's Estimate
 - Item 54: 0458 1 25D, Expansion Joint Replacement. The unit cost for this item is \$23,687.00 per LS. The other bids ranged from \$2500 to \$15,000 and averaged \$6,904.17.

Browning Chapman provided current licensing certification for their subcontractors. OEBO evaluation determined Browning Chapman as responsive to the API. AECOM recommends Browning Chapman, LLC be considered a responsive Bidder.

- The bid proposal submitted by Concrete Protection & Restoration, LLC (CPR) was mathematically correct. AECOM's review found no unbalanced line-item pricing in the bid proposal when compared to the other bid proposals and Engineer's Estimate. CPR provided current licensing/vendor certifications for their subcontractors. OEBO evaluation determined CPR as responsive to the API. AECOM recommends Concrete Protection & Restoration, LLC be considered a responsive Bidder.
- The bid proposal submitted by Gutknecht Construction Company (Gutknecht) was mathematically correct. AECOM's review noted one line-item pricing in the bid proposal that was inconsistent when compared to the other bid proposals and Engineer's Estimate.
 - Item 33: 0458 1 25B, Expansion Joint Replacement (Roof Level). The unit cost for this item is \$47,887.00 per Ea. The other bids ranged from \$305 to \$8,400.00 with the exception of Tadeos Engineering's value of \$35,000.00.

Gutknecht provided current licensing/vendor certifications for their subcontractors. OEBO evaluation determined Gutknecht as responsive to the API. AECOM recommends Gutknecht Construction Company be considered a responsive Bidder.

- The bid proposal submitted by Innovative Masonry Restoration, LLC (IMR) was mathematically correct. AECOM's review noted one line-item pricing in the bid proposal that was inconsistent when compared to the other bid proposals and Engineer's Estimate.
 - Item 27: 0411 1, Epoxy Material for Crack Injection - Structures Rehab. The unit cost for this item is \$1,300.00 per Gal. The other bids ranged from \$153.00 to \$402.41 and averaged \$213.09. The Engineer's Estimate for this item at \$291.00.

IMR provided current licensing/vendor certifications for their subcontractors. OEBO evaluation determined IMR as responsive to the API, therefore AECOM recommends Innovative Masonry Restoration, LLC be considered a responsive Bidder.

- The bid proposal submitted by Structural Preservation Systems, LLC (SPS) was mathematically correct. AECOM's review noted two line-items in the bid proposal that were inconsistent when compared to the other bid proposals and Engineer's Estimate.
 - Item 50: 101400-7, Sign Removal (Existing Type S8, S20) - Complete. The unit cost for this item is \$3,844.00 per Ea. The other bids ranged from \$100.00 to \$845.00 and averaged \$496.28. The Engineer's estimated cost for this item at \$75.00 per each.
 - Item 51: 101400-8, Sign Removal (Existing Type Q1) - Complete. The unit cost for this item is \$3,844.00 per Ea. The other bids ranged from \$87.50 to \$750.00 and averaged \$399.33. The Engineer's estimated costs for this item at \$300.00 per each.

SPS provided current licensing/vendor certifications for their subcontractors. OEBO evaluation determined SPS as non-responsive to the API. AECOM recommends Structural Preservation Systems, LLC be considered a non-responsive Bidder based on OEBO's evaluation.

- The bid proposal submitted by Tadeos Engineering, LLC (Tadeos) was mathematically correct. AECOM's review noted one line-item pricing in the bid proposal that was inconsistent when compared to the other bid proposals and Engineer's Estimate.
 - Item 33: 0458 1 25B, Expansion Joint Replacement (Roof Level). The unit cost for this item is \$35,000.00 per Ea. The other bids ranged from \$305 to \$8,400.00 with the exception of Gutknecht's value of \$47,887.00 noted above.

Tadeos provided current licensing/vendor certifications for their subcontractors. OEBO evaluation determined Tadeos as non-responsive to the API. AECOM recommends Tadeos Engineering, LLC be considered a non-responsive Bidder based on OEBO's evaluation.

The Palm Beach County Office of Equal Business Opportunity (OEBO) has evaluated all bid proposals and deemed the bids submitted by Contracting Specialist South East, LLC, Structural Preservation Systems, LLC and Tadeos Engineering, LLC, as non-responsive for the reasons stated in the OEBO's Participation Evaluation Form.

Based on the review of each bidder's qualifications, the bids submitted, and the evaluation of the bids by the OEBO, the remaining bid proposals have all been deemed as responsive and responsible. After consideration of all bids, AECOM recommends the Palm Beach County Department of Airports award the PB 24-26, PBI Repairs to Short-Term and Long-Term Parking Garage 3 Contract to the lowest responsive, responsible bidder, Browning Chapman, LLC, contingent on the Palm Beach County Legal review of the bid documents. The Bid Tabulation and the Bid Review Checklist for all bidders are attached to this notice.

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

Sincerely,
AECOM Technical Services, Inc.



Andrew Kacer, PE
VP

enclosures: Bid Tabulation
Bid Review Checklist

\\na.aecomnet.com\lfs\AMER\Tampa-USTPA1\DCS\Projects\TRN\PBI23_Repackage_Bid_Garag_60712701\400_Technical\490 Bid & Award\490.4 Bid Recom

PLI Control Number 39,332

LOCAL PREFERENCE ADJUSTMENT (For Bid Award Purposes Only)

Description	Alen Construction Group, Inc.	Browning Chapman, LLC	Concrete Protection & Restoration, LLC.	Gutknecht Construction Company	Innovative Masonry Restoration LLC	Structural Preservation Systems LLC	Tadeos Engineering LLC	Contracting Specialist South East, LLC
Bid Form (Pages DF-2 to DF-7)	✓	✓	✓	✓	✓	✓	✓	✓
Addendum No. 1 - First Page Signed	✓	✓	✓	✓	✓		✓	✓
Addendum No. 2 - First Page Signed	✓	✓	✓	✓	✓		✓	✓
Addendum No. 3 - First Page Signed	✓	✓	✓	✓	✓		✓	✓
Addendum No. 4 - First Page Signed	✓	✓	✓	✓	✓		✓	✓
Bid Bond (Attachment No. 1)	✓	✓	✓	✓	✓	✓	✓	
OEBO Schedules (Attachment No. 2)	To be reviewed by the PBC OEBO							
List of Subcontractors/Self Performed Trades (Attachment No. 3)	✓	✓	✓	✓	✓	✓	✓	
Trench Safety Affidavit (Attachment No. 4)	✓	✓	✓	✓	✓	✓	✓	
Certification of Business Location (Attachment No.5)	Local business	Non-local business	Non-local business	Non-local business	Non-local business	Non-local business	Non-local business	Local business
Certification of Business Location - Glades Subcontractor (Attachment No. 5a)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Unit Price Bid Form (Attachment No. 6)	✓	✓	✓	✓	✓	✓	✓	
E-Verification Certification (Attachment No. 7)	✓	✓	✓	✓	✓	✓	✓	
Contractor's Countries of Concern Affidavit (Attachment No. 8)	✓	✓	✓	✓	✓	✓	✓	
Nongovernmental Entity Human Trafficking Affidavit (Attachment No. 9)	✓	✓	✓	✓	✓	✓	✓	

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: 02/03/2024	PROJECT MANAGER: George Santos
PROJECT #: PB 24-26	PROJECT NAME: PBI Repairs to Short-Term & Long Term Parking Garage (Pkg. 3)
USER DEPARTMENT: Airports	SOLICITATION OPENING DATE: 01/30/2025
OEBO ESTABLISHED API: SBE Subcontracting (Minimum Mandatory of 6%)	

SOLICITATION EVALUATION INFORMATION


RESPONDENTS	PRIME IS A CERTIFIED S/M/WBE	PRIME IS RESPONSIVE TO API	SBE %
Alen Construction Group, Inc	(1)	(1)	96.38%
Browning Chapman, LLC	(2)	(1)	6.42%
Concrete Protection & Restoration, LLC	(2)	(1)	7.24%
Contracting Specialists South East, LLC	(2)	(2)	0%
Gutknecht Construction Co.	(2)	(1)	6.30%
Innovative Masonry Restoration, LLC	(2)	(1)	18.03%
Structural Preservation Systems, LLC	(2)	(2)	0%
Tadeos Engineering LLC	(2)	(2)	0%

KEYS FOR DETERMINATIONS: (NOTED N THE SOLICITATION EVALUATION INFORMATION TABLE)

- (1) YES
- (2) NO
- (3) N/A

EVALUATION NOTES: Contracting Specialists South East, LLC deemed non-responsive per Originating Dept. and also failed to meet the minimum mandatory API; Structural Preservation Systems, LLC is non-responsive as they failed to provide Schedules 2 for their subs; Tadeos Engineering, LLC is non-responsive as they failed to meet the minimum mandatory API.

Evaluated by: Terry Newton

Signature:  Date: 02/05/2025

Reviewed by: Allen Gray

Signature:  Date: 2/12/2025

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Alen Construction Group, Inc	MBE	4/14/2025	Base Bid \$2,404,234.05	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
White Sign Company, LLC.	Non-SBE	NA	3.62%	<input type="checkbox"/>
Alen Construction Group, Inc	MBE	4/14/2025	96.38%	
TOTAL SBE PARTICIPATION:			96.38	

Evaluation Comments: Alen Construction Group, Inc (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Browning Chapman, LLC	Non-SBE	NA	Base Bid \$1,867,820.03	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Saffold Paving, Inc	MBE	3/26/2026	6.42%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION:			6.42%	

Evaluation Comments: Browning Chapman, LLC (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Concrete Protection & Restoration, LLC	Non-SBE	NA	Base Bid \$2,102,686.58	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Graphics Designer Inc d/b/a Sign A Rama	SBE	8/31/2026	5.70%	<input type="checkbox"/>
Journey C&D Group, Inc	MBE	7/12/2025	1.04%	<input type="checkbox"/>
Jones Pressure Cleaning	Non-SBE	NA	2.55%	<input type="checkbox"/>
Chris's Plumbing & Backflow, LLC	Non-SBE	NA	0.45%	<input type="checkbox"/>
West Palm Machining & Welding, Inc	MBE	11/15/2026	0.50%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION:			7.24%	

Evaluation Comments: Concrete Protection & Restoration, LLC (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Contracting Specialists South East, LLC	Non-SBE	NA	Base Bid \$921,102.40	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Custom Signs Today	Non-SBE	NA	Firm deemed non-responsive by Originating Dept.	
Precise Stripes, LLC	Non-SBE	NA		
TOTAL SBE PARTICIPATION:				

Evaluation Comments: Contracting Specialists South East, LLC (Non-Responsive) – Firm deemed non-responsive by Originating Dept.; Firm also failed to meet the minimum mandatory API (SBE subcontracting goal of 6%)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Gutknecht Construction Co	Non-SBE	NA	Base Bid \$2,773,386.91	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Atlantic Polymers Group, Inc	Non-SBE	NA	0.56%	<input type="checkbox"/>
Graphics Designer Inc d/b/a Sign A Rama	SBE	8/31/2026	4.41%	<input type="checkbox"/>
Renco Plumbing, Inc	SBE	6/7/2026	1.04%	<input type="checkbox"/>
West Palm Machining & Welding, Inc	MBE	11/15/2026	0.135%	<input type="checkbox"/>
FB Enterprise Holdings, LLC d/b/a Top Flight Aviation Services	MBE	2/28/2026	0.72%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION:			6.30%	

Evaluation Comments: Gutknecht Construction Co. (Responsive)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent: Innovative Masonry Restoration LLC	Non-SBE	NA	Base Bid \$3,196,432.73	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Applied Flooring Technologies, Inc	SBE	7/5/2026	16.4%	<input type="checkbox"/>
Graphics Designer Inc d/b/a Sign A Rama	SBE	8/31/2026	1.63%	<input checked="" type="checkbox"/>
TOTAL SBE PARTICIPATION:			18.03%	

Evaluation Comments: Innovative Masonry Restoration LLC (Responsive) - Graphics Designer Inc d/b/a Sign-A-Rama is counted as a supplier (60% of their total bid - \$87,079.41)

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent:			Base Bid	
Structural Preservation Systems, LLC	Non-SBE	NA	\$2,211,146.14	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Sign A Rama	SBE	8/31/2026		<input type="checkbox"/>
David Richards Mechanical Piping, Inc	SBE	7/28/2027		<input type="checkbox"/>
Everline Coatings and Services	Non-SBE	NA		<input type="checkbox"/>
Atlantic Polymers Group, Inc	Non-SBE	NA		<input type="checkbox"/>
TOTAL SBE PARTICIPATION:				

Missing
Schedule 2s
for all SUBs

Evaluation Comments: Structural Preservation Systems, LLC (Non-Responsive) - All subcontractors noted on the Schedule 1 did not have a correlating (required) Schedule 2.

	Certification Status	Expiration Date	Bid Amount/Price/Percent:	
Prime Respondent:			Base Bid	
Tadeos Engineering, LLC	Non-SBE	NA	\$3,215,653.25	
Subcontractor/Sub consultant Name			S/M/WBE & Non-SBE Participation	Supplier
Atlantida Construction Corp	Non-SBE	NA	6%	<input type="checkbox"/>
TOTAL SBE PARTICIPATION:				

Evaluation Comments: Tadeos Engineering, LLC (Non-Responsive) - Firm failed to meet the minimum mandatory API (SBE subcontracting goal of 6%)

Attachment No. 3:
Budget Transfer



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

BGEX 121-031025*1036

FUND FUND 4111 Airport Improvement & Development Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/10/25	REMAINING BALANCE
EXPENDITURES									
121-A455-6504	lotb Non Infrastructure	PBI Parking Garage Repairs ST & LT	2,891,627	2,626,205	155,056	0	2,781,261	913,440	1,867,821
121-A900-9909	Reserves Improvement Program	Capital Reserves	22,469,851	4,668,008	0	155,056	4,512,952		4,512,952
Total Expenditures					155,056	155,056			

SIGNATURES



DATES

3/10/25

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: Tuesday, May 6, 2025

Deputy Clerk to the Board of County Commissioners

Attachment No. 4:
Project Manual

