



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>16,320,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(625,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>15,695,000</u></u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 4111 Department 121 Unit A264 Object 6301  
 Reporting Category \_\_\_\_\_

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

Approval of this item will authorize the expenditure of \$15,360,608 for ThyssenKrupp Airport Systems, Inc. Funding for this project is from Passenger Facility Charge collections and State Grants. Total project funding of \$16,320,000 is requested to pay for the contract and supporting costs not part of the contract including: staff time, other contractors, and contingency involved in the project. \$12,625,000 was previously budgeted; the attached Budget Amendment/Transfer provides for an additional \$3,695,000 recently authorized by the Federal Aviation Administration.

C. Departmental Fiscal Review: CM Simon

**III. REVIEW COMMENTS**

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

9/19/2006 OFMB 9/20/06  
9/19/06 9/11/06  
9/21/06 Contract Dev. and Control 9/22/06

B. Legal Sufficiency.  
9/25/06  
 Assistant County Attorney

This Contract complies with our contract review requirements.  
 The Dept. of Airports will obtain updated insurance.

**C. Other Department Review:**

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

## CONTRACT

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

### WITNESSETH:

That the said Contractor having been awarded the contract for:

**Passenger Loading Bridges  
Palm Beach International Airport  
PALM BEACH COUNTY RFP No. PB 06-2**

in accordance with the Proposal 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:

- Request For Proposal dated February 10, 2006.
- Completed Bond, Surety and Insurance Forms, dated August 2006.
- Specifications in RFP, dated February 10, 2006.
- General Conditions in RFP, dated February 10, 2006.
- Special Conditions in RFP, dated February 10, 2006.
- Addendum No. 1, dated March 14, 2006.
- Addendum No. 2, dated March 17, 2006.
- Approved Installation Schedule, dated AUGUST 21, 2006.
- Proposal dated March 28, 2006.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Fifteen Million Three Hundred Sixty Thousand Six Hundred Eight and 00/100 Dollars (\$15,360,608.00)** for **Passenger Loading Bridges at Palm Beach International Airport**.

The prices named in the Proposal 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 Proposal Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Proposal Form and/or the approved installation schedule 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 Proposal Form and/or approved installation schedule) 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 acceptance 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 Conditions GC 24 'Declaration of Default' and GC 25 'Termination for Default'.

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

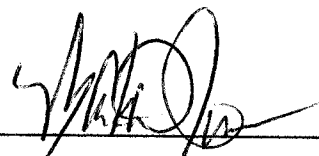
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year above written.

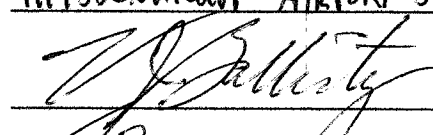
ATTEST SHARON R. BOCK  
Clerk & Comptroller

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

BY: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

BY: \_\_\_\_\_  
Tony Masilotti, Chairman


ATTEST:   
BY: MARK D. JONES  
Secretary

CONTRACTOR THYSSENKRUPP AIRPORT SYSTEMS, INC.  
BY:   
TITLE: PRESIDENT

(SEAL)

APPROVED TO AS TO TERMS AND  
CONDITIONS

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY:   
Director of Airports

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

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BOND AMOUNT: \$15,360,608.00

CONTRACT AMOUNT: \$15,360,608.00

CONTRACTOR'S NAME: ThyssenKrupp Airport Systems, Inc.

CONTRACTOR'S ADDRESS: 3201 N. Sylvania Avenue, Suite 100E  
Fort Worth, TX 76111

CONTRACTOR'S PHONE: (817) 210-5048

SURETY COMPANY: Federal Insurance Company

SURETY'S ADDRESS: 15 Mountain View Road  
Warren, NJ 07059

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: Palm Beach County Board of County Commissioners  
301 N. Olive Street  
West Palm Beach, FL. 33401

OWNER'S PHONE: 1-561-471-7988

DESCRIPTION OF WORK: The removal of 25 existing passenger loading bridges and purchase of 28 new passenger loading bridges at Palm Beach International Airport over a scheduled period of time. The scope of work also includes the replacement of related 400Hz and Pre Conditioned Air equipment served by existing central distribution systems as specified in the Contract and the provision of alternate equipment as selected by the Department of Airports.

PROJECT LOCATION: Palm Beach International Airport, West Palm Beach, FL. 33406.

LEGAL DESCRIPTION: Removal and Replacement of Passenger Loading Bridges

PUBLIC CONSTRUCTION BOND

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  
Fifteen Million Three Hundred Sixty Thousand Six Hundred Eight and 00/100  
Dollars (\$15,360,608.00 )

(Here insert a sum equal to the Contract Price)

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 \_\_\_\_\_, 200\_, entered into a contract with the County for

Project Name: Passenger Loading Bridges  
Project No.: RFP 06-2  
Project Description: Removal and Replacement of Passenger Loading Bridges  
Project Location: Palm Beach International Airport, WPB, FL. 33406

in accordance with Request For Proposal and Specifications prepared by

PBS&J  
3230 Commerce Place, Suite A, West Palm Beach, FL. 33407  
(561) 689-7275  
(561) 689-3884

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:

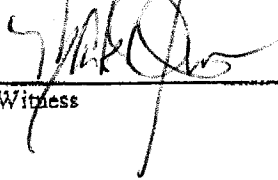
1. Performs the contract dated \_\_\_\_\_, 200\_, between Principal and County for the removal of existing passenger loading bridges and replacement of new passenger loading bridges and related equipment, the contract being made a part of this bond by reference, at the times and in the manner prescribed 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.
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6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

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

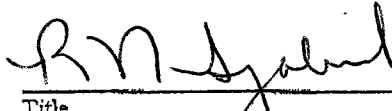
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions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

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

ThyssenKrupp Airport Systems, Inc. Principal  
(Seal)

  
\_\_\_\_\_  
Title  
Federal Insurance Company Surety  
TREASURER + CFO (Seal)

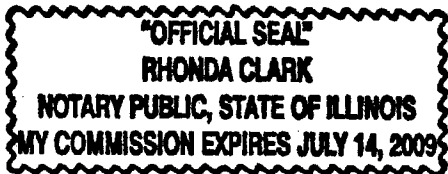
  
\_\_\_\_\_  
Title Adrienne C. Stevenson, Attorney-In-Fact

STATE OF ILLINOIS  
COUNTY OF COOK

On this 21st day of August, 2006, before me personally came Adrienne C. Stevenson to me known, who being by so duly sworn, did depose and say: that he/she is

Attorney-In-Fact of Federal Insurance Company

the Corporation described in and which executed the foregoing instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that he/she signed his/her name thereto by like authority.



Rhonda Clark  
NOTARY PUBLIC

My Commission Expires

July 14, 2009