

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

Meeting Date: September 23, 2008

☒ 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 Hypower, Inc. in the amount of \$ 124,445 for the Airfield Improvements Project at North Palm Beach County General Aviation Airport; and
- (B) A Budget Amendment of \$3,111 in the Airports Improvement and Development Fund to recognize Florida Department of Transportation (FDOT) Grant Funds and to increase Reserves by \$3,111.

Summary: This project was advertised utilizing the County's competitive bid process. On June 4, 2008 only one (1) bid was received for the Airfield Improvements Project at North Palm Beach County General Aviation Airport. Hypower, Inc. has been identified as a responsible/responsive bidder in the amount of \$124,445. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 15.00%. Hypower, Inc. bid contained 11.84 % DBE participation. **Countywide (JCM)**

Background and Justification: In July 2006, it was recommended in the Department of Airports Annual Pavement Evaluation that various pavement areas be rehabilitated to prolong the life of the pavement sections. In addition, pursuant to Florida Administrative Code, this project will construct a segmented circle following Federal Aviation Administration guidelines and standards at North County General Aviation Airport in an effort to provide for additional visual aids for pilots operating to and from the airport. This project will also include modifications to taxiway and runway lighting on the crosswind runway, Runway 13-31, to enhance the operational safety of the airfield. In summary, this project consists of the relocation of an existing windcone, construction of a segmented circle, construction of approximately six taxiway edge lights, construction of approximately four in-pavement threshold lights, and miscellaneous airfield pavement repairs at North Palm Beach County General Aviation Airport. Builders Risk is not required for this project. Funding for this project is being provided by the Federal Aviation Administration and the Florida Department of Transportation.

Attachments:

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

Recommended By:


Department Director

8/27/08

Date

Approved By:


County Administrator

9/10/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ 124,445				
Operating Costs					
External Revenues (Grants)	\$ (3,111)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 121,334				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund 4111 Department 121 Unit A232-16 Object 3404
Reporting Category _____

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

Approval of this item will recognize FDOT Grant Funding of \$3,111. The project appropriation budget was established in the FY 2008 budget.

C. Departmental Fiscal Review:

C. M. White

III. REVIEW COMMENTS

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

FAA Grant Agreement - R-2008-1297 approved by the BCC on July 22, 2008

FDOT Grant - R-2008-0610 approved by the BCC on April 15, 2008

FDOT Grant - R-2007-0754 approved by the BCC on May 15, 2007

ahwillhite 9.5.08
OFMB

8/29 9/8/08
Contract Dev. and Control

B. Legal Sufficiency:

9/9/08
Assistant County Attorney

This Contract complies with our contract review requirements.

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 **HYPOWER, INC.** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Airfield Improvements
North Palm Beach County General Aviation Airport (F45)
PALM BEACH COUNTY PROJECT No. NC 08-6**

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

- Invitation to Bid and Instructions to Bidders dated May 2008.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated May 2008.
- General Provisions, dated May 2008.
- Special Provisions, dated May 2008.
- Addendum No. 1, dated May 29, 2008.
- Addendum No. 2, dated May 29, 2008.
- Addendum No. 3 dated May 30, 2008.
- Drawings, dated May 2008.
- Completed Bid and Attachments, dated June 4, 2008.

and to accept as full compensation for the satisfactory performance of this Contract the sum of One Hundred Twenty Four Thousand Four Hundred Forty Five and 00/100 Dollars (\$124,445.00) for Airfield Improvements 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".

Utilization of Disadvantaged Business Enterprises

It is the Policy of Palm Beach County Department of Airports and Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the maximum practicable opportunity in the performance of contract financed in whole or in part with Federal Funds. DBE participation is strongly encouraged and expected for this prime contract. The County has committed to meeting an annual DBE Race Neutral Goal. DBEs must be certified with the Palm Beach County Department of Airports or Florida Department of Transportation (FDOT). List Proposed DBE Subcontractors on Schedule 1 and complete one Schedule 2 form for each DBE listed on Schedule 1.

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

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

ATTEST: SHARON R. BOCK, Clerk &
Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Addie L. Greene, Chairperson

(SEAL)

ATTEST:  _____

CONTRACTOR  _____

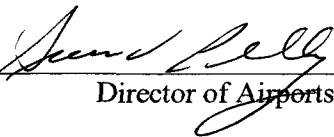
BY: Stephen K. Cassetta
Secretary

BY: Bernard Paul-Hus

TITLE: President

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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PUBLIC CONSTRUCTION BOND

BOND NUMBER: 08911749

BOND AMOUNT: One Hundred Twenty Four Thousand
Four Hundred Forty Five Dollars and 00/100

CONTRACT AMOUNT: One Hundred Twenty Four Thousand
Four Hundred Forty Five Dollars and 00/100

CONTRACTOR'S NAME: Hypower, Inc.

CONTRACTOR'S ADDRESS: 5913 NW 31st Avenue
Fort Lauderdale, FL 33309

CONTRACTOR'S PHONE: (954) 978-9300

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane, Tower 1, 19th Floor
Schaumburg, IL 60196

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 North Olive Avenue
West Palm Beach, FL 33401

OWNER'S PHONE: (561) 471-7412

DESCRIPTION OF WORK: Airfield Improvements, North Palm Beach County General Aviation
Airport (F45), Palm Beach County Project No. NC 08-6

PROJECT LOCATION: North Palm Beach County General Aviation Airport (F45), Palm
Beach County, Florida

LEGAL DESCRIPTION: Airfield Improvements, North Palm Beach County General
Aviation Airport (F45), Palm Beach County Project No. NC 08-6

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 One Hundred Twenty Four Thousand Four Hundred Forty Five and 00/100 Dollars (\$124,445.00) 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: **Airfield Improvements**

Project No.: **NC 08-6**

Project Description: **Airfield Improvements, North Palm Beach County General Aviation Airport (F45), Palm Beach County Project No. NC 08-6**

Project Location: **North Palm Beach County General Aviation Airport (F45)**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INC.
615 Crescent Executive Ct., Suite 200
Lake Mary, Florida
(407) 306-0200
(407) 306-0460 (FAX)

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 design and construction of Airfield*, 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

Airfield Improvements
North Palm Beach County General Aviation Airport (F45)
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Contract Documents
June 2008

* Improvements, North Palm Beach County General Aviation Airport (F45), Palm Beach County Project No. NC 08-6

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

By: [Signature]
 Witness / Attest

By: Jennifer Foster
 Witness Jennifer Foster, Surety Witness

Hypower, Inc.
 Principal (Seal)

By: [Signature]
 President, Bernard Paul-Hus
 Title

Fidelity and Deposit Company of Maryland
 Surety (Seal)

By: [Signature]
 Attorney-In-Fact, Susan J. Lattarulo
 Title

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NC 08-6

DATE: _____

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

1. That he/she is the Secretary of Hypower, Inc 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 _____, 20__ 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 Bernard Paul-Hus the 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 _____ day of _____, 20__


(Signature)

Stephen K. Cassella
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__ by the Secretary of the aforesaid corporation, who is personally known to me ~~OR who produced~~ _____ as ~~identification~~ and who did _____ take an oath.



Notary Signature

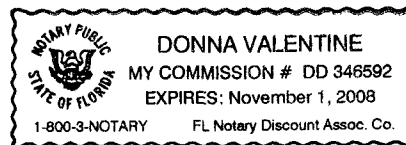
Donna Valentine

Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



FORM OF GUARANTEE

GUARANTEE FOR Hypower, Inc.

We hereby, the undersigned, guarantee that the **Airfield Improvements at North Palm Beach County General Aviation Airport (F45)**, 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 Hypower, Inc.

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: Bernard Paul-Hue (Signature)
President

Hilb, Rogal and Hobbs
of Southwest Florida
(Seal) Agent

SURETY Fidelity and Deposit Company of Maryland

By: Anthony T. Papa, Jr.
Anthony T. Papa, Jr.
STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF ~~PALM BEACH~~ ARAPAHOE

By: Susan J. Lattarulo
Susan J. Lattarulo, Attorney-In-Fact

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Susan J. Lattarulo who is personally known to me or who has produced Driver's License as identification and who did (did not) take an oath.

Elke E. Eriksen
Notary Public, State of ~~Florida~~ Colorado
Elke E. Eriksen

My Commission Expires: February 9, 2011Commission Number: Not Applicable

Airfield Improvements
North Palm Beach County General Aviation Airport (F45)
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Contract Documents
June 2008

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **DiLynn GUERN, Susan J. LATTARULO, Florietta ACOSTA, Donald E. APPLEBY, Gloria C. BLACKBURN, J.R. RICHARDS, Kevin W. MCMAHON, Tiffany MCGONIGLE, Mark SWEIGART and Deanna M. ROBICHAUD, all of Denver, Colorado,**

EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of DiLynn GUERN, Susan J. LATTARULO, Florietta ACOSTA, Donald E. APPLEBY, Gloria C. BLACKBURN, J.R. RICHARDS, Kevin W. MCMAHON, Tiffany MCGONIGLE, Mark SWEIGART, dated September 26, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 28th day of January, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gerald F. Haley

Gerald F. Haley Assistant Secretary

By:

William J. Mills

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 28th day of January, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

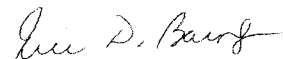
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this _____ day of _____, _____.



Assistant Secretary

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

This disclosure form shall be completed by the reporting entity, whether subawardee for 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-LLL-A 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 report 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 organization 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 (RFI) 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 official. 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-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimate 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, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

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 Subawardee, Enter Name 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) <i>No Lobbying Activities</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, 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-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ 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: <i>Stephen Chabern</i> Title: <i>CFO</i> Telephone No: <i>(847) 978-9300</i> Date: <i>8/13/08</i>		
FEDERAL USE ONLY			Authorized for Local Reproduction Standard Form LLL		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/04/08
PRODUCER HRH of Colorado 720 South Colorado Boulevard Suite 600N Denver, CO 80246		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED HYPOWER, INC. 5913 NW 31st Ave. Fort Lauderdale, FL 33309		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance		16535
INSURER B: American International Specialty Ins		26883
INSURER C: OneBeacon Insurance		20621
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR AI #U-GL-1175-B CW 3/2007 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO596601700	04/01/08	04/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPO596601700	04/01/08	04/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	BE7275032	04/01/08	04/01/09	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC596600800	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Install Fltr Direct Physical Loss/Damage	7900056040000 Ded's-\$2,500	04/01/08 \$25000Wind	04/01/09 Hurr/Flood	\$5,100,000 Jobsite Lmt \$500,000 Temp/Transit \$1,000,000 Flood-NO A/V	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The following are Additional Insureds as respects General Liability only if required by written contract and coverage applies only as respects work performed by the Insured for the Additional Insureds. All coverage terms, conditions and exclusions of the policy apply. (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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Richard A. Jorgoff</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Additional Insureds: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents

The General Liability coverage is Primary per the policy terms & conditions only if required by written contract.

The General Liability policy includes a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract.

The Additional Insured endorsement which is referenced above under "Type of Insurance-General Liability" is attached.

This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

*** The following cancellation conditions always apply:**

- 10 days for non-payment of premium**
- If policy shown, 10 days for Workers' Compensation for fraud; material misrepresentation; non-payment of premium; other reasons approved by the Commissioner of Insurance**

Additional Insured – Automatic – Owners, Lessees Or
Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
CP0596601700	4-01-09	4-01-08			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Hypower, Inc
Address (including ZIP Code): 5913 NW 31st Avenue
Fort Lauderdale, FL 33309

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

COUNTY ADMINISTRATOR
Robert Weisman


DEPARTMENT OF AIRPORTS



Based on the reviews provided by the Department of Airports Consulting Engineers
and the S/DBE Office, it is our intent to
award a contract to **Hypower, Inc.** for the
below listed project:

**Airfield Improvements
North Palm Beach County General Aviation Airport
Palm Beach County Project No. NC 08-6
Department of Airports**

Total Base Bid: \$ 124,445.00


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

(Posted)
RECEIVED
2008 JUL -9 AM 11:55
DEPT. OF AIRPORTS
BLDG. 846. PBIA


(Removed)
RECEIVED
2008 JUL 16 PM 12:03
DEPT. OF AIRPORTS
BLDG. 846. PBIA

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
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NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

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June 5, 2008

Mr. Gary Sypek
Director of Planning
Palm Beach County Department of Airports
Palm Beach International Airport
Building 846
West Palm Beach, Florida 33406-1491

Subject: **NC08-06: North County GA Airport/ Airfield Improvements**
Bid Tabulation, Review and Recommendation

Dear Mr. Sypek,

THE LPA GROUP INCORPORATED has reviewed the bids submitted on June 4, 2008 for the subject project. The project had one bidder, whose bid was evaluated by our office for responsiveness to the RFP. The bid price forms submitted by each were evaluated in the attached bid tabulation; the results summarized below:

	<i>Hypower, Inc.</i>
Base Bid	\$124,445.00
Additive Bid 1	\$151,200.00
Additive Bid 2	\$92,250.00

Hypower, Inc. provided the lowest base bid at **\$124,445.00**. At this time, and after reviewing the bid prices, we recommend award of the base bid only. Listed below are some details of their bid:

- Hypower, Inc. operates out of Ft. Lauderdale, Florida and has been in business for 16 years. They have a \$80 M bonding capacity. They have airfield lighting projects in Palm Beach County, including jobs with the PBCDOA.
- A signed bid, acknowledged addenda, and fully completed forms all accompanied the bid at the time of submittal. It is therefore the opinion of the Engineer that this bid is responsive.
- The two additive alternates exceed the Engineer's estimate by 218% and 194% respectively. We do not recommend proceeding with the award of these alternates.

Based on the aforementioned evaluation, THE LPA GROUP INCORPORATED recommends a construction contract be awarded to **Hypower, Inc.** for the base bid only. This recommendation

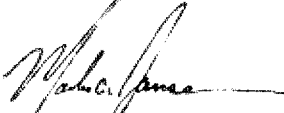
Mr. Gary Sypek, Page 2

is contingent upon Agency review, PBCDOA Minority Affairs review, County Commission approval, and the availability of funds.

If you have any questions or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,

THE LPA GROUP INCORPORATED

A handwritten signature in black ink, appearing to read 'Mark C. Jansen', written over a horizontal line.

Mark C. Jansen, P.E.

Project Manager

cc: Notye Brewington, PBCDOA
Mohsen Mohammadi, Jim Goodwin, LPA (e-mail)
File: TA438254.3a

Enclosures: Bid tabulation (2 pages)

Bid Tabulation
Bid Number: NC 08-6

Bid Open Date: May-08

BASE CONTRACT BID					Engineer's Estimate		Hypower, Inc.	
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
1	1000	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 1,000.00	\$ 1,000.00
2	1300	Safety and Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 18,000.00	\$ 18,000.00
3	P-607	Rout and Reseal Joints and Cracks in Concrete Pavement	LF	2,200	\$ 4.00	\$ 8,800.00	\$ 0.80	\$ 1,760.00
4	P-610	8" Concrete Inlet Apron Pavement	SF	150	\$ 6.00	\$ 900.00	\$ 50.00	\$ 7,500.00
5	P-620-1	Reflective Pavement Marking	SF	870	\$ 3.00	\$ 2,610.00	\$ 3.00	\$ 2,610.00
6	P-620-2	Non-Reflective Pavement Marking	SF	75	\$ 2.40	\$ 180.00	\$ 2.40	\$ 180.00
7		Segmented Circle	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00
8	L-108-1	Hand excavate minimum 8" wide x 28" deep in earth. Includes all labor, excavation, backfill and sod restoration, complete in place.	LF	50	\$ 10.00	\$ 500.00	\$ 0.50	\$ 25.00
9	L-108-2	Hand excavate minimum 18" wide x 36" deep in earth. Includes all labor, excavation, backfill and sod restoration, complete in place.	LF	50	\$ 15.00	\$ 750.00	\$ 0.60	\$ 30.00
10	L-108-3	#8, 5KV, L-824 conductor installed in new and existing conduit/ ductbank system. Includes all labor, cleaning and dewatering of conduits, identification, connector kits, splice kits, and etc. complete in place.	LF	2,300	\$ 2.00	\$ 4,600.00	\$ 1.00	\$ 2,300.00
11	L-108-4	#6 bare AWG counterpoise conductor installed in trench. Includes all labor, splice kits, and etc. complete in place.	LF	400	\$ 1.50	\$ 600.00	\$ 0.80	\$ 320.00
12	L-108-5	#6 Bare AWG Counterpoise Conductor installed in separate trench parallel to edge of pavement. Includes all labor, trench, testing, splice kits, and etc. complete in place.	LF	400	\$ 5.00	\$ 2,000.00	\$ 2.00	\$ 800.00
13	L-108-6	3/4" x 20' Ground Rods Connected to Counterpoise at 500'. Includes excavation, splice kits, testing, Exothermic Welds, backfill, labor and ETC. Complete in Place.	EA	2	\$ 200.00	\$ 400.00	\$ 100.00	\$ 200.00
14	L-108-7	10' Additional Ground Rod Sections. Includes all labor, excavation, installation, splice kits, testing, backfill, connections, exothermic weld and etc. complete in place.	EA	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00
15	L-110-1	1-2" schedule 40 PVC conduit direct buried in earth. Includes hand excavation, labor, conduit, connectors, and backfill and etc. complete in place.	LF	700	\$ 10.00	\$ 7,000.00	\$ 7.00	\$ 4,900.00
16	L-110-2	1-2" schedule 40 PVC conduit concrete encased in existing full strength pavement. Includes sawcutting, excavation, labor, conduit, connectors, concrete and backfill and etc. complete in place.	LF	100	\$ 25.00	\$ 2,500.00	\$ 10.00	\$ 1,000.00
17	L-125-1	Contractor shall provide, install and maintain temporary wiring for existing airfield electrical systems. Includes cables, connectors, identification, maintenance, labor, grounding, conduit systems, coordination and etc. complete in place.	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
18	L-125-2	Identification of cables, ductbanks and lighting fixtures per FAA specifications. Includes concrete duct markers, brass tags, circuit identification, labor and etc. complete in place.	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
19	L-125-3	Intercept existing light base can in earth and connect to new conduit system and extend circuit. Includes hand excavation, core drill and repair of base can, grout, backfill, dewatering, connector kits, transformers, grounding, testing, identification, splice kits, labor and etc. complete in place.	EA	2	\$ 350.00	\$ 700.00	\$ 135.00	\$ 270.00

Bid Number: NC 08-6					Bid Open Date: May-08			
BASE CONTRACT BID					Engineer's Estimate		Hypower, Inc.	
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
20	L-125-4	New L-861E Runway MIRL Elevated Threshold Light installed on new base can. Includes excavation, backfill, removal, delivery of existing fixture to owner, new fixture, lamps, new base can, connector kits, safety ground, ground rod, stainless steel bolts and hardware, anti-seizing compound, circuit identification, transformers, new base plates, cleaning & dewatering, disposal, coordination, testing, labor and etc. complete in place.	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 600.00	\$ 600.00
21	L-125-5	New L-850D Runway Aluminum Flush Mounted Threshold Light installed on new 2 piece base can in existing full strength pavement. Includes excavation, saw cutting, removal, delivery of existing fixture to owner, new fixture, lamps, lens, ground rod, safety ground, connector kits, flange ring, rebar, concrete, SET 45, P-606, grounding, spacer rings, splice kits, stainless steel bolts and hardware, anti-seizing compound, circuit identification, transformers, cleaning & dewatering, disposal, coordination, aiming, testing, labor and etc. complete in place.	EA	7	\$ 3,800.00	\$ 26,600.00	\$ 3,800.00	\$ 26,600.00
22	L-125-6	New L-861 LED Taxiway Elevated Edge Light and base can in earth. Includes excavation, fixture, L-867 base can, concrete, stainless steel bolts, ant-seizing compound, backfill, circuit identification, base plate, ground rod, safety ground, ground lug, transformer, splice kits, connector kits, coordination, testing, labor rock and etc. complete in place.	EA	7	1200	\$ 8,400.00	1300	\$ 9,100.00
23	L-125-7	Relocate Externally Lighted Runway Windcone. Includes relocation, re-lamping, conductors, concrete base, anchor bolts, hand excavation, excavation, conduit, relocation of power adapter, wiring, connectors, junction can, concrete, steel cover, labor, coordination, counterpoise, safety ground, ground rods, testing, disposal, circuit identification, rock, splice kits, grounding, backfill and etc. complete in place.	LS	1	8000	\$ 8,000.00	6400	\$ 6,400.00
24	L-125-8	Abandon existing L-868 base can in full strength pavement. Includes new L-868 steel cover, disconnection of circuit, conductor removal, removal of existing fixtures, splice kits, drilling and tapping of existing bolts, disconnections, delivery of fixture to owner, cleaning and dewatering, disposal, labor and etc. complete in place.	EA	3	250	\$ 750.00	250	\$ 750.00
25	L-125-9	Removal of existing Elevated edge light. Includes Includes disconnection of circuit, conductor removal, removal of existing fixtures, delivery of fixture to owner, cleaning and dewatering, disposal, excavation, backfill, sod restoration, labor and etc. complete in place.	EA	9	\$ 250.00	\$ 2,250.00	\$ 200.00	\$ 1,800.00
26	L-125-10	Removal of existing flush mounted edge light. Includes Includes disconnection of circuit, conductor removal, removal of existing fixtures, delivery of fixture to owner, core drill, cleaning and dewatering, disposal, excavation, backfill, concrete, labor and etc.	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 200.00	\$ 200.00
TOTAL BID AMOUNT, BASE BID=						\$ 114,240.00		\$ 124,445.00

Bid Number: NC 08-6

Bid Open Date: May-08

BASE CONTRACT BID					Engineer's Estimate		Hypower, Inc.	
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
ADDITIVE BID 1 - Apron Sealing					Engineer		Engineer	
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
A1	S-190	Pavement Marking Removal	SF	7,000	\$ 0.75	\$ 5,250.00	\$ 3.70	\$ 25,900.00
A2	P-626	Emulsified Asphalt Slurry Seal	SY	47,000	\$ 1.25	\$ 58,750.00	\$ 2.10	\$ 98,700.00
A3	P-620-1	Reflective Pavement Marking	SF	7,000	\$ 1.50	\$ 10,500.00	\$ 3.80	\$ 26,600.00
TOTAL BID AMOUNT, ADDITIVE BID 1						\$ 74,500.00		\$ 151,200.00
ADDITIVE BID 2 - Taxiway Sealing					Engineer		Engineer	
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
B1	S-190	Pavement Marking Removal	SF	2,500	\$ 0.75	\$ 1,875.00	\$ 3.70	\$ 9,250.00
B2	P-626	Emulsified Asphalt Slurry Seal	SY	35,000	\$ 1.25	\$ 43,750.00	\$ 2.10	\$ 73,500.00
B3	P-620-1	Reflective Pavement Marking	SF	2,500	\$ 1.50	\$ 3,750.00	\$ 3.80	\$ 9,500.00
TOTAL BID AMOUNT, ADDITIVE BID 2						\$ 49,375.00		\$ 92,250.00

I hereby certify the numbers contained within this Bid Tabulation are accurate and complete.

By: Mark Jansen Date: 6/5/2008
Mark Jansen, P.E.
THE LPA GROUP INCORPORATED

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 6/5/08

FROM: Notye Brewington
S/DBE Manager

Project #: NC 08-6

Page/s: 1 / 2

RE: NORTH COUNTY GENERAL AVIATION AIRPORT (F-45) - AIRFIELD IMPROVEMENTS

Consultant: LPA Group
Project #: PB 08-6
Funding: FAA/State/Local
AIP # 3-12-0113-13-2008
RFP/Bid Date 06/02/2008
DBE Goal: 15%

Bidders:

A. Hypower, Inc.

5913 N.W. 31st Avenue
Fort Lauderdale, FL 33309
Contact Person:
Telephone: (954) 978-9300
Fax: (954) 978-8666
Email:

Amount: \$124,445.00 = \$124,445.00

DBE Subcontractor(s):

- | | | | | |
|----|---|---------------------|-------------|-------|
| 1. | Primary Executive Services, Inc.
D/B/A Supply All
1075 NW 121 st Lane
Coral Springs, FL 33071
Contact Person: Patricia D. Milt
Telephone: (954) 753-3736
Fax: (954) 753-9132
Email: | Supplier | \$7,7230.06 | 3.73% |
| | | | | |
| 2. | Brown & Phillips, Inc.
901 Northpoint parkway, Suite. 305
West Palm Beach, FL 33407
Contact Person: Anthony Brown
Telephone: (561) 615-3988
Fax: (561) 616-3986
Email: | Survey | \$7,820.00 | 6.28% |
| | | | | |
| 3. | Roberts Traffic Corp.
2210 Hayes Street
Hollywood, FL 33020
Contact Person: Linda Levine
Telephone (954) 929-2922
Fax: (954) 929-3736
Email: | Painting & Striping | \$2,277.75 | 1.83% |

Total: \$14,736.99 11.84%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 6/5/08

FROM: Notye Brewington
S/DBE Manager

Project #: NC 08-6

Page/s: 2/ 2

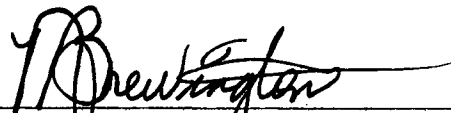
RE: NORTH COUNTY GENERAL AVIATION AIRPORT (F-45) - AIRFIELD IMPROVEMENTS

Consultant: LPA Group
Project #: NC 08-6
Funding: FAA/State/Local
AIP # 3-12-0113-13-2008
RFP/Bid Date 6/2/2008
DBE Goal: 15%

Comments:

Hypower, Inc., the only bidder has met the DBE requirements.

SIGNED



Notye Brewington, MCA
S/DBE Manager

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement and Development Fund

Advantage Document Numbers:
BGEX121
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 08/18/08	REMAINING BALANCE
Revenues								
121-A232-16-3404	Airfield Signage	0	0	3,111		3,111	0	3,111
	Total Receipts and Balances	<u>51,352,473</u>	<u>85,053,671</u>	<u>3,111</u>	<u>0</u>	<u>85,056,782</u>		
Expenditures								
121-A900-9909	Reserves Improvement Program	7,213,611	8,793,324	3,111	0	8,796,435	0	8,796,435
	Total Appropriations & Expenditures	<u>51,352,473</u>	<u>85,053,671</u>	<u>3,111</u>	<u>0</u>	<u>85,056,782</u>		

	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION	<u>Michael Sumner</u>	<u>8/20/08</u>	
Administration/Budget Department Approval			Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			