

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

Meeting Date: April 21, 2009

☒ 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 Acupower, Inc. in the amount of \$233,500 for the Airfield Lighting Vault Renovation Project at Palm Beach County Park Airport (Lantana); and
- (B) A Budget Amendment of \$221,825 in the Airports Improvement and Development Fund to recognize Federal Aviation Administration (FAA) Grant Funding and \$221,825 in the expenditure budget for construction of the project.

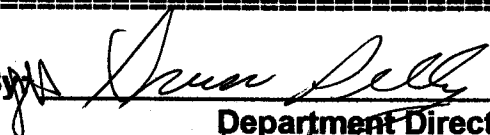
Summary: This project was advertised utilizing the County's competitive bid process. On February 5, 2009 ten (10) bids were received for the Airfield Lighting Vault Renovation Project at Lantana Airport. Of the ten (10) bids, Acupower, Inc. has been identified as a responsible/responsive bidder in the amount of \$233,500. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 15.00%. Acupower, Inc. bid contained 17.77% DBE participation. Matching funds of \$11,675 (5%) are required from Airport Revenues. Countywide (JCM)

Background and Justification: Palm Beach County Department of Airports is currently in the process of installing airfield signs at Lantana Airport. Based on the estimated electrical demand/load from the new signs, the existing capacity of the electrical equipment currently in place is inadequate. Therefore, this project will upgrade the electrical service at the airport, as well as provide for renovations to the airfield electrical vault building itself. Builder's Risk Insurance for this project shall be provided under Palm Beach County's Master Builder's Risk Program.

Attachments:

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

Recommended By



Department Director

3/19/09

Date

Approved By:



County Administrator

4/1/09

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$ 233,500</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(\$221,825)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 11,675</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund 4111 Department 121 Unit A232 Object 6504
Reporting Category _____

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

Approval of this item will result in the expenditure of \$233,500. Funding includes a grant in the amount of \$221,825 and Airport Revenues of \$11,675.

C. Departmental Fiscal Review:

Michael S. Smith

III. REVIEW COMMENTS

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

3-27-09
3-30-09
OFMB *en 3/30/09*

3/31/09
Contract Dev. and Control

B. Legal Sufficiency:

4/1/09
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 **Acupower, Inc.** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Airfield Lighting Vault Renovation
Palm Beach County Park (Lantana) Airport
PALM BEACH COUNTY PROJECT No. LN 09-2**

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 January 9, 2009.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated January 9, 2009.
- General Provisions, dated January 9, 2009.
- Special Provisions, dated January 9, 2009.
- Addendum No. 1, dated January 26, 2009.
- Addendum No. 2, dated February 2, 2009.
- Drawings, dated January 9, 2009.
- Completed Bid and Attachments, dated February 5, 2009.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Hundred Thirty Three Thousand Five Hundred and 00/100 Dollars (\$233,500.00)**, which includes the Total Base Bid plus Additive Bid 1, for **Airfield Lighting Vault Renovation at Palm Beach County Park Airport (Lantana)**.

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

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.

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

ATTEST: SHARON R. BOCK, Clerk &
Comptroller

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

BY: _____
Deputy Clerk
(SEAL)

BY: _____
John F. Koons, Chairman

ATTEST: Thomas M. Rabolli
BY: Thomas M. Rabolli
Secretary

CONTRACTOR Stephen P. Rabolli
BY: Stephen P. Rabolli
TITLE: President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: James Selig
Director of Airports

BY: _____
County Attorney

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

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Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

CD-4



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

March 5, 2009

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

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: Acupower, Inc.

Bond No.: GSB 20878

Project: Project No.: LN 09-2, Airfield Lighting Vault Renovation (Electrical Improvements), Palm Beach County Park (Lantana) Airport, 2633 Lantana Rd., #13, Lantana, Palm Beach County, Florida 33462

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once *dated*, please *fax* a copy of the bonds to our office.

Sincerely,
The Gray Insurance Company

Teresa L. Durham
Attorney-in-Fact and
Florida Licensed Resident Agent

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND 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) OR SECTION 713.23 FLORIDA STATUTES.

PUBLIC CONSTRUCTION BOND Executed in 4 Counterparts

BOND NUMBER: GSB 20878

BOND AMOUNT: \$233,500.00

CONTRACT AMOUNT: \$233,500.00

CONTRACTOR'S NAME: Acupower, Inc.

CONTRACTOR'S ADDRESS: 7154 N. University Drive
 #234
 Tamarac, FL 33321

CONTRACTOR'S PHONE: (954) 726-7066

SURETY COMPANY: The Gray Insurance Company

SURETY'S ADDRESS: 2750 Lake Villa Drive
 Suite 300
 Metairie, LA 70002-6783.....Phone: (504) 780-7440

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

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

OWNER'S PHONE: (561) 471-7412

DESCRIPTION OF WORK: Renovations to the existing airfield vault to accommodate new airfield electrical equipment. Architectural work shall include modifying interior concrete block walls, structural modifications, adding HVAC and roof replacement. Electrical work elements shall include replacing the electrical service, regulators, internal lighting and secondary electrical systems. Additive Bid shall include a new emergency generator and pad.
Project No.: LN 09-2, Airfield Lighting Vault Renovation

PROJECT LOCATION: Palm Beach County Park (Lantana) Airport, Palm Beach County, Florida
 2633 Lantana Rd., #13, Lantana, Palm Beach County, Florida 33462

LEGAL DESCRIPTION: _____

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

Executed in 4 Counterparts

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Two Hundred Thirty Three Thousand Five Hundred and 00/100 Dollars (\$233,500.00)**, which includes the Total Base Bid plus Additive Bid 1, 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 Lighting Vault Renovation**

Project No.: LN 09-2

Project Description: Renovations to the existing airfield vault to accommodate new airfield electrical equipment. Architectural work shall include modifying interior concrete block walls, structural modifications, adding HVAC and roof replacement. Electrical work elements shall include replacing the electrical service, regulators, internal lighting and secondary electrical systems. Additive Bid shall include a new emergency generator and pad.

Project Location: Palm Beach County Park (Lantana) Airport
2633 Lantana Rd., #13, Lantana, Palm Beach County, Florida 33462

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INC.
2000 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, Florida 33409
(561) 686-5130 / (561) 686-5131 (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 _____, 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

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

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 coverage's 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

Acupower, Inc.

Principal

(Seal)

Title Stephen P. Rabolli, President

The Gray Insurance Company

Surety

(Seal)

Title Teresa L. Durham, Attorney-in-Fact
and Florida Licensed Resident Agent
Inquiries: (407) 786-7770

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

GENERAL POWER OF ATTORNEY

POA10001 Rev 6/15/2003
560103 2/15/2006

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: LN 09-2

DATE: 3/13/09

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

1. That he/she is the Secretary of Acupower 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 13 day of March, 2009 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 Stephen P. Rabolli 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 13 day of March, 2009.

Thomas M. Rabolli
(Signature)

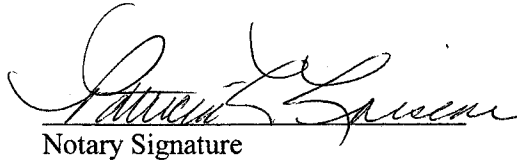
Thomas M. Rabolli
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

SWORN TO AND SUBSCRIBED before me this 13 day of March 2009 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced FLDL as identification and who did not take an oath. R140-833-570820


Notary Signature

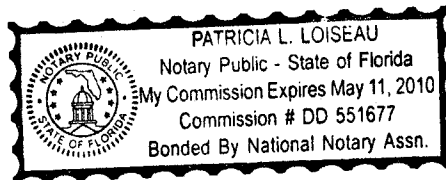
PATRICIA L. LOISEAU
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

Broward County

My Commission Expires:



Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

1326 S. Ridgewood Avenue, Suite #15
Daytona Beach, FL 32114
386-898-0507
Fax 386-898-0510

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

March 23, 2009

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

RE: Acupower, Inc.
Bond No. GSB 20878

Dear Sir/Madam:

We hereby, the undersigned, guarantee that the Airfield Lighting Vault Renovation at Palm Beach County Park (Lantana) Airport, Palm Beach County, Florida, which will be constructed and bonded, will be done in accordance with the plans and specifications; that the work will be constructed and will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work 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.

Sincerely,

THE GRAY INSURANCE COMPANY

Teresa L. Durham
Attorney-in-Fact and Florida Licensed Resident Agent

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

129876

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Susan L. Reich, Jeffrey W. Reich, Don Bramlage, Kim E. Niv, J. Gregory MacKenzie, Leslie M. Donahue, Patricia L. Slaughter, Teresa L. Durham, and Gloria A. Richards, of Maitland, Florida jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 15th day of February, 2006.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

SS:

Parish of Jefferson

On this 15th day of February, 2006, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of March, 2009



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

FORM OF GUARANTEE

GUARANTEE FOR _____.

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

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: _____
(Signature)

(Seal) Agent

SURETY

By: _____

By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

Palm Beach County Park Airport (Lantana)
Airfield Lighting Vault Renovation

Contract Documents

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2009

PRODUCER (954) 943-5050 FAX: (954) 942-6310
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

INSURED
Acupower Inc
7154 N University Dr
Tamarac FL 33321

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.

INSURERS AFFORDING COVERAGE

INSURER A: Lexington Insurance Co
INSURER B: Granite State Ins Co
INSURER C: Bridgefield Employers Ins 10701
INSURER D:
INSURER E:

NAIC #

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/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	41LX32345002	2/20/2009	2/20/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ EXCLUDED
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	02CA55452922	2/20/2009	2/20/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY	41UD02750232	2/20/2009	2/20/2010	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83037493	2/20/2009	2/20/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Contractors Equip Rented / Leased & Scheduled	41LX32345002	2/20/2009	2/20/2010	Inland Marine Rented/Leased Equip \$100,000 Scheduled See Below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Project: Airfield Lighting Vault Renovation at Palm Beach County Park (Lantana) Airport; Project#: LN-09-2.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds for General Liability per ATTACHED endt. PRG3186 01/08 includes products & completed operations & ATTACHED endt. CG 2026 & is Additional Insured for the Excess liability policy with respects to form # 60427 05/94 - Follow Form Endorsement; Per Project per ATTACHED endt. CG2503 11/85. XCU & Contractual

CERTIFICATE HOLDER

Palm Beach County
C/O Department of Airports
846 Palm Beach International
Airport
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 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
Frank Furman, Jr/MC

ACORD 25 (2001/08)
INS025 (01/08) 000

© ACORD CORPORATION 1988

Page 1 of 2

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.

COMMENTS/REMARKS

Liability applies under the General Liability policy. The Insurance evidenced by this certificate shall be Primary & Non-Contributory to any other Insurance of the Additional Insureds per ATTACHED endt. PRG3186 01/08 regarding the General Liability policy. General Liability (ATTACHED Form CG2404 10/93), Workers' Compensation (ATTACHED Form WC 00 03 13 05/97) & Umbrella (Umbrella Follows form over General Liability) contain a Waiver of Subrogation in favor of Certificate Holder. *10 Days N.O.C. for non-payment of premium.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.

POLICY NUMBER:

41-LX-003234500-2

Acupower, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL
GENERAL LIABILITY

CG 20 26 07 04

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Palm Beach County Board of County Commissioners A Political Subdivision of the State of Florida, its Officers, Employees and Agents Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470</p> <p>Project Number: LN-09-2 Project: Airfield Lighting Vault Renovation at Palm Beach County Park (LANTANA) Airport</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

CG 20 26 07 04

© ISO Properties, Inc., 2004

ENDORSEMENT

This endorsement, effective 12:01 A.M., 2/20/09

Forms a part of Policy No.: 41LX32345002

Issued to: ACUPOWER INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
1. This insurance provides coverage with regard to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages)** only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless the written contract or written agreement specifically states you are required to provide such coverage, and then only if "your work" is completed prior to the expiration date of the written contract or written agreement or prior to the expiration date of the policy, whichever occurs first.
 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.

PRG 3186 (1/08)

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7. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" provided at any residential subdivision, development, tract of homes, or project (hereinafter, collectively referred to as a "residential development") comprised of ten or more units regardless of the number of units with respect to which claims are made or "suit" are brought, and regardless of whether the "bodily injury" or "property damage" is alleged to have occurred in or to a common area, lot, or unit in such "residential development" or otherwise.
8. This insurance afforded hereunder to the additional insured(s) is subject to all of the terms and conditions of the policy, including, all exclusions, endorsements, deductibles and/or self insured retentions. The additional insured(s) is hereby advised to obtain full and complete copies of said provisions, all of which shall apply to the additional insured(s) with full force and effect, and with equal effect as they apply to the named insured(s), regardless of whether attached hereto.
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.

Authorized Representative

PRG 3186 (1/08)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PALM BEACH COUNTY C/O DEPARTMENT OF AIRPORTS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Date prepared December 19, 2009

Form no. WC 00 03 13
(5/97)

Carrier Bridgefield Employers Insurance Company

Effective date of endorsement February 20, 2009

Policy number 830 - 37493

FEIN 65-0761311

Insured

Acupower, Inc.
7154 N. University Dr., PMB 234
Tamarac, FL 33321-2916

Physical address

7154 N. University Dr., PMB 234
Tamarac, FL 33321-2916

INTENT: WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Blanket waiver of Subrogation
Applies"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

NA9

Countersigned by: 

Date: December 19, 2009

cc: Acupower, Inc.

Frank H. Furman, Inc. 1202

Mr. Frank Hays Furman, Jr.
Frank H. Furman, Inc.
P.O. Box 1927
Pompano Beach, FL 33061-1927

WC 00 03 13 (5/97)

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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

0348-0046

Complete 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 checked="checked" type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input checked="checked" type="checkbox"/> A a. bid/offer/application b. initial award c. post award		3. Report Type: <input type="checkbox"/> a. initial filing <input checked="checked" type="checkbox"/> b. material change for Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: ACUPower Inc. 7154 N. University Dr. #234 TAMARAC, FL 33321 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: N/A			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)			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: <u>Stephen P. Raballi</u> Print Name: <u>Stephen P. Raballi</u> Title: <u>President</u> Telephone No: <u>954-726-7066</u> Date <u>3/13/09</u>		
FEDERAL USE ONLY			Authorized for Local Reproduction Standard Form LLL		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

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PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Jeff Koons, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Shelley Vana
Jess R. Santamaria
Addie L. Greene

COUNTY ADMINISTRATOR
Robert Weisman

DEPARTMENT OF AIRPORTS

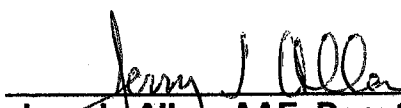
Palm Beach International Airport
GATEWAY TO

the heart of the community!

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 **Acupower, Inc.** for the below listed project:

**Airfield Lighting Vault Renovation
Palm Beach County Park Airport (Lantana)
Palm Beach County Project No. LN 09-2
Department of Airports**

Base Bid: **\$176,100.00**
Additive Bid 1: **\$57,400.00**
Total (Base Bid + Additive Bid 1): **\$233,500.00**


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

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7412 FAX: (561) 471-7427 WWW.pbta.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"



February 10, 2009

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: **LN 09-2: Airfield Lighting Vault Renovation**
Bid Tabulation, Review and Recommendation

Dear Mr. Sypek,

THE LPA GROUP INCORPORATED has reviewed the bids submitted on February 5th, 2009 for the subject project. The project had a total of ten (10) bidders, whose bids were evaluated by our office for responsiveness to the RFP. The DOA determined that the bidders should be ranked on the Base Bid + Additive Bid 1. The bid price forms submitted by each were evaluated in the attached bid tabulation; the results of the Base Bid + Additive Bid 1 are summarized below:

	<i>Base Bid</i>	<i>Additive Bid 1</i>	<i>Base Bid + Additive Bid 1</i>
Valcom Design & Construction	\$149,622.00	\$75,400.00	\$225,022.00
Acupower, Inc.	\$176,100.00	\$57,400.00	\$233,500.00
Hypower, Inc.	\$144,567.00	\$90,000.00	\$234,567.00
Overland Construction Co.	\$155,915.00	\$91,272.00	\$247,187.00
All Site Construction, Inc.	\$158,150.00	\$95,000.00	\$253,150.00
Ocean Gate General Contractors	\$178,016.00	\$75,748.00	\$253,764.00
West Construction, Inc.	\$191,650.00	\$90,000.00	\$281,650.00

H.L. Pruitt Corporation	\$214,500.00	\$70,000.00	\$284,500.00
Cedars Electro-Mechanical	\$217,375.00	\$98,000.00	\$315,375.00
Precision Approach, LLC.	\$247,420.00	\$114,541.00	\$361,961.00

VALCOM Design and Construction provided the lowest Base Bid + Additive Bid 1 in the amount of \$225,022.00. Their bid proposal betters the Engineers Estimate. However, we contend that they are not the lowest responsive bid based on our analysis of the bid as detailed below:

- ➔ VALCOM included a SCOPE NARRATIVE, Dated February 5, 2008, which lists 'Specific Exclusions' which is in conflict with the scope of the Construction Documents.
- ➔ DESIGNATION OF SUBCONTRACTORS (Attachment No. 3 To The Bid Form) is not complete.
- ➔ SCHEDULE 1, LIST OF PROPOSED DBE SUBCONTRACTORS (Attachment No. 8 To The Bid Form) is not complete.
- ➔ SCHEDULE 2, LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (Attachment No. 9 To The Bid Form) is not complete.
- ➔ SCHEDULE 3, STATEMENT OF GOOD FAITH EFFORTS (Attachment No. 10 To The Bid Form) is not complete.
- ➔ SCHEDULE 6 DBE SUBCONTRACTOR AND SUPPLIER SOLICITATION SHEET, (Attachment No. 11 To The Bid Form) is not complete.
- ➔ BIDDERS AND SUBCONTRACTORS INFORMATION (Attachment No. 14 To The Bid Form) is not complete.
- ➔ BIDDER QUALIFICATION QUESTIONNAIRE (Attachment No. 19 To Bid Form) is not complete

Acupower, Inc. provided the next lowest Base Bid + Additive Bid 1 in the amount of \$233,500.00. Their bid proposal betters the Engineers Estimate. Listed below are some details of their bid:

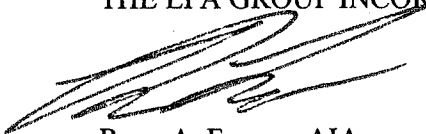
- ➔ Acupower, Inc. has been incorporated for the last twelve years and they are a local regional business located in Broward County.
- ➔ No unbalanced unit prices were found.

- Acupower, Inc. identified on a 'Airport, Work on Hand & Completed Work', Airport projects completed in the last two years of similar scope and scale. In addition they identified 'Work on Hand & Completed Work' within the last 5 years of similar scale. Several attempts were made to contact references listed but to no avail. We did inquire with a local and current electrical engineer about their performance with favorable response.
- We have reviewed the list of subcontractors and to the best of our judgment find them acceptable.
- A signed bid, acknowledged addenda, and completed forms all accompanied the bid at the time of submittal. Bid Bond is included. It is therefore the opinion of The LPA Group this bid is responsive.

Based on the aforementioned evaluation, THE LPA GROUP INCORPORATED recommends a construction contract be awarded to **Acupower Inc.** for the Base Bid + Additive Bid 1 in the amount of **\$233,500.00**. This recommendation is contingent upon Agency review, PBCDOA S/DBE 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



Ryan A. Forney, AIA
Senior Project Manager

cc: Notye Brewington, PBCDOA
Mohsen Mohammadi, LPA (e-mail)
File: TA438232

Enclosures: Bid Tabulation (2 pages)

Airfield Lighting Vault Renovation (Lantana)
PBC PROJECT NO. LN 09-2
FAA A.P. NO. 3-12-0086-009-2009

BID TABULATION

Engineering Estimates						OCEAN GATE		OVERLAND		PRECISION		VALCOM		WEST CONST		
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
ELECTRICAL																
L-109-1		Provide and Install New L-828 10 KW Ferroresonant, 240V, 3 step Regulator with 120V control voltage, complete. Includes installation, regulator, digital meter, power and control conductors, L-824 5KV cables, conduits, flex conduit, input and output lightning protection, circuit breakers, modifications of vault electrical systems, LED fixture, L-830 transformers, junction boxes, channel, mounting hardware, spare parts, identification, grounding, testing, splice kits, coordination, connections, temporary wiring, connector kits, labor and etc. for a complete working system in place.	EA	2	\$15,000.00	\$30,000.00	19,800.00	39,600.00	23,625.00	47,351.00	19,000.00	38,000.00	12,500.00	25,000.00	18,000.00	36,000.00
L-109-2		New Electrical Service System for Airfield Electrical Vault, complete. Includes new circuit breakers, disconnects, fuses, receptacles, switches, meter can, panelboard, generator connection equipment, service entrance rated automatic transfer switch, L-854 Radio Controller, new antenna, shunt trip station, surge protective devices (SPD), interior and exterior light fixtures, removal and disposal of existing electrical equipment, relocation of existing electrical equipment and regulators, new LED L-861 fixtures for taxiway regulators, new quartz L-861 fixtures for runway regulators, L-830 transformers, core drilling of walls, power and control conductors, electrical feeder conductors, conduits, flex conduit, L-824 5KV cables, cable tray, cable tray 1/0 grounding system, channel, photocell, mounting hardware, junction boxes, testing, grounding, ground rods, ground bus bars, connections, connector kits, identification, temporary power and wiring, temporary generator, fuel, maintenance, testing, splice kits, terminations, coordination, labor and etc. for a complete working system in place.	LS	1	\$100,000.00	\$100,000.00	88,200.00	88,200.00	68,548.00	68,548.00	131,420.00	131,420.00	58,213.00	58,213.00	60,120.00	60,120.00
MECHANICAL																
L-109-3		New HVAC system. Includes A/C unit installation, ductwork, air distribution devices, refrigerant piping, refrigerant, mounting hardware, thermostat, penetrations, fire sealant, condensate, diffusers, fans, filters, spare filters, coils, float switch, drain pan, disconnect switches, core drill, conduits, conductors, power and control wiring, testing, warranty, grounding, labor, etc. for a complete working system in place.	LS	1	\$10,000.00	\$10,000.00	9,779.00	9,779.00	10,442.00	10,442.00	8,000.00	8,000.00	6,590.00	6,590.00	4,890.00	4,890.00
BUILDING RENOVATION																
		BUILDING RENOVATION	LS	1	\$20,000.00	\$20,000.00		40,437.00		29,573.00		29,573.00		70,000.00		70,000.00
		TOTAL BID AMOUNT, BASE BID = \$				\$160,000.00		\$178,016.00		\$155,915.00		\$247,420.00		\$149,622.00		\$191,650.00
ADDITIVE BID 1																
L-109-4			LS	1	\$90,000.00	\$90,000.00		75,748.00		91,272.00		114,541.00		75,400.00		90,000.00
		TOTAL ADDITIVE BID 1 = \$				\$90,000.00		75,748.00		91,272.00		114,541.00		75,400.00		90,000.00
		TOTAL, BASE BID + ADDITIVE BID 1 = \$				\$250,000.00		253,764.00		247,187.00		361,961.00		225,022.00		281,650.00
		Recognized Addendum #1 & #2						1.2		1.2		1.2		1.2		1.2
		Bid Bond Included						y		y		y		y		y

Airfield Lighting Vault Renovation (Lantana)
PBC PROJECT NO. LN 09-2
FAA A.P. NO. 3-12-0086-009-2009

BID TABULATION

BID NUMBER

						Engineering Estimates		ACCUPOWER		ALL SITE		CEDARS		H.L.PRUITT		HYPOWER	
Bid Item	Specif ication No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)		Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
ELECTRICAL																	
L-109-1		Provide and Install New L-828 10 KW Ferroresonant, 240V, 3 step Regulator with 120V control voltage, complete. Includes installation, regulator, digital meter, power and control conductors, L-824 5KV cables, conduits, flex conduit, input and output lightning protection, circuit breakers, modifications of vault electrical systems, LED fixture, L-830 transformers, junction boxes, channel, mounting hardware, spare parts, identification, grounding, testing, splice kits, coordination, connections, temporary wiring, connector kits, labor and etc. for a complete working system in place.	EA	2	\$15,000.00	\$30,000.00		8,100.00	16,200.00	17,550.00	35,100.00	16,500.00	33,000.00	11,000.00	22,000.00	30,780.00	61,560.00
L-109-2		New Electrical Service System for Airfield Electrical Vault, complete. Includes new circuit breakers, disconnects, fuses, receptacles, switches, meter can, panelboard, generator connection equipment, service entrance rated automatic transfer switch, L-854 Radio Controller, new antenna, shunt trip station, surge protective devices (SPD), interior and exterior light fixtures, removal and disposal of existing electrical equipment, relocation of existing electrical equipment and regulators, new LED L-861 fixtures for taxiway regulators, new quartz L-861 fixtures for runway regulators, L-830 transformers, core drilling of walls, power and control conductors, electrical feeder conductors, conduits, flex conduit, L-824 5KV cables, cable tray, cable tray 1/0 grounding system, channel, photocell, mounting hardware, junction boxes, testing, grounding, ground rods, ground bus bars, connections, connector kits, identification, temporary power and wiring, temporary generator, fuel, maintenance, testing, splice kits, terminations, coordination, labor and etc. for a complete working system in place.	LS	1	\$100,000.00	\$100,000.00		112,000.00	112,000.00		74,750.00	54,500.00	54,500.00	144,500.00	144,500.00	36,507.00	36,507.00
MECHANICAL																	
L-109-3		New HVAC system. Includes A/C unit installation, ductwork, air distribution devices, refrigerant piping, refrigerant, mounting hardware, thermostat, penetrations, fire sealant, condensate, diffusers, fans, filters, spare filters, coils, float switch, drain pan, disconnect switches, core drill, conduits, conductors, power and contro wiring, testing, warranty, grounding, labor, etc. for a complete working system in place.	LS	1	\$10,000.00	\$10,000.00		6,900.00	6,900.00		8,050.00	9,000.00	9,000.00	8,000.00	8,000.00	8,500.00	8,500.00
BUILDING RENOVATION																	
		BUILDING RENOVATION	LS	1	\$20,000.00	\$20,000.00		41,000.00	41,000.00		40,250.00	120,875.00	120,875.00	40,000.00	40,000.00	38,000.00	38,000.00
		TOTAL BID AMOUNT, BASE BID = \$				\$160,000.00			\$176,100.00		\$158,150.00		\$217,375.00		\$214,500.00		\$144,567.00
ADDITIVE BID 1																	
L-109-4			LS	1	\$90,000.00	\$90,000.00			57,400.00		95,000.00		98,000.00		70,000.00		90,000.00
		TOTAL ADDITIVE BID 1 = \$				\$90,000.00			57,400.00		95,000.00		98,000.00		70,000.00		90,000.00
		TOTAL, BASE BID + ADDITIVE BID 1 = \$				\$250,000.00			233,500.00		253,150.00		315,375.00		284,500.00		234,567.00
		Recognized Addendum #1 & #2							1,2		1,2		1,2		1,2		1,2
		Bid Bond Included							y		y		y		y		y

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN 09-2

Page/s: 1 / 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN- 09-2
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date : 2/5/2009
DBE Goal: 15%

Bidders:

A. Valcom Design & Construction

2328 10th Ave. N.

Lake Worth, FL 33461

Contact Person:

Telephone: (561) 586-2844

Fax: (561) 586-2834

Email:

Amount: \$225,022.00

= \$225,022.00

DBE Subcontractor(s):

\$0.00

0.00%

1. NONE

Total: \$0.00 0.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-2

Page/s: 2/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN -09-2
AIP #: 12-3-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/2009
DBE Goal: 15%

Bidders:

B. AcuPower, Inc.

7154 N. University Dr. #234
Tamarac, FL 33321

Contact Person:

Telephone: (954) 726-7066

Fax: (954) 597-8664

Email:

Amount: \$233,500.00

= \$233,500.00

DBE Subcontractor(s):

1.	Bern Brite Electric Corp	Electrical	\$41,500.00	17.77 %
	4 Valencia Lane			
	Port St. Lucie, FL 34952			
	Contact Person:			
	Telephone: (772) 726-7006			
	Fax: (772) 344-1976			
	Email:			

Total: \$41,500.00 17.77%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-2

Page/s: 3/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group

Project #: LN-09-2

Funding: FAA/State/Local

AIP #: 3-12-0086-009-2009

RFP/Bid Date: 02/5/2009

DBE Goal: 15%

Bidders:

C. HyPower, Inc.

5913 N. W. 31st Avenue

Fort Lauderdale, FL 33309

Contact Person:

Telephone: (954) 978-9300

Fax: (954) 978-8666

Email:

Amount: \$234,567.00

= \$234,567.00

1. DBE Subcontractor(s):

Primary Executive Services, Inc.

Material Supply

\$96,980.00

24.81%

D/B/A Supply All

1075 NW 121st Lane

Coral Springs, FL 33071

Contact Person: Patricia D. Wilt

Telephone: (954) 753-3736

Fax: (954) 753-9132

Email:

Total: \$58,188.00 24.81%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-2

Page/s: 4/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-2
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/2009
DBE Goal: 15%

Bidders:

D. Overland Construction

1360 West 53rd Street
West Palm Beach, FL 33407
Contact Person: Edwin f. Giles
Telephone: (561) 683-3210
Fax: (561) 683-3219
Email:
Amount: \$247,187.00

= \$247,187.00

1. DBE Subcontractor(s):
None

Total: \$0.00 0.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 2/9/2009
FROM: Notye Brewington **Project #:** LN-09-2
S/DBE Manager **Page/s:** 5/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-2
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/2009
DBE Goal: 15%

Bidders:

E. All Site Construction, Inc.
101 East Blue Heron Blvd., Ste. 203
Riviera Beach, FL 33404
Contact Person: Ezra Saffold
Telephone: (561) 848-1110
Fax: (561) 848-1132
Email:
Amount: \$253,150.00

= \$253,150.00

1. DBE Subcontractor(s):

All Site Construction, Inc.
101 East Blue Heron Blvd., Ste. 203
Riviera Beach, FL 33404
Contact Person: Ezra Saffold
Telephone: (561) 848-1110
Fax: (561) 848-1132
Email:

CGC \$253,150.00 100.00%

Total: \$253,150.00 100.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 2/9/2009
FROM: Notye Brewington **Project #:** LN-09-2
S/DBE Manager **Page/s:** 6/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-2
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/2009
DBE Goal: 15%

Bidders:

F. Ocean Gate General Contractors, Inc.

2854 SE Federal Hwy
Stuart, FL 33994

Contact Person:

Telephone: (772) 283-6744

Fax: (772) 283-1538

Email:

Amount: \$253,764.00

= \$253,764.000

1. DBE Subcontractor(s):

Charles D. Belcher Electrical Services, Inc. Electrical \$80,000.00 31.53%
2960 Melaleuca Drive
West Palm Beach, FL 33406
Contact Person: Dan Belcher
Telephone: (561) 963-7773
Fax: (561) 963-1910
Email:

Total: \$80,000.00 31.53%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 2/9/2009

FROM: Notye Brewington **Project #:** LN-09-2
S/DBE Manager

Page/s: 7/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-2
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/2009
DBE Goal: 15%

Bidders:

G. West Construction, Inc.
318 S. Dixie Hwy, Ste. 4-5
Lake Worth, FL 33460
Contact Person:
Telephone: (561) 588-2027
Fax: (561) 582-9419
Email:
Amount: \$281,650.00 = \$281,650.00

1. DBE Subcontractor(s):

Peter Brown Concrete	Concrete	\$42,250.00	15.00%
501 42 nd Street Apt #2			
Riviera Beach, FL 33407			
Contact Person: Gregory Brown			
Telephone: (561) 352-6353			
Fax: (561) 844-3155			
Email:			
		Total:	\$42,250.00 15.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-02

Page/s: 8/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-02
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/ 2009
DBE Goal: 15%

Bidders:

H. H. L. Pruitt, Corp.
501 Wade Street
Winter Park, FL 32700
Contact Person:
Telephone: (407) 327-3848
Fax:
Email:
Amount: \$284,500.00

= \$284,500.00

2. DBE Subcontractor(s):

Reich Const. SVC., Inc.
2279 Tall Pines Drive Unit B
Largo, FL 33711
Contact Person: Mary Irene Reich
Telephone: (727) 531-1378
Fax: (727) 531-1089
Email:

Supplier \$78,676.19 16.59%

Total: \$47,205.71 16.59%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-02

Page/s: 9/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-02
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/ 2009
DBE Goal: 15%

Bidders:

I. Cedars Electro-Mechanical, Inc.

1712 S. Dixie Hwy
Lake Worth, FL 33460
Contact Person:
Telephone: (561) 588-4088
Fax: (561)588-4087
Email:
Amount: \$315,375.00

= \$315,375.00

DBE Subcontractor(s):
NONE

Total: \$0.00 0.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-02

Page/s: 10/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group
Project #: LN-09-02
AIP #: 3-12-0086-009-2009
Funding: FAA/State/Local
RFP/Bid Date: 02/5/ 2009
DBE Goal: 15%

Bidders:

J. Precision Approach, LLC.

172 Sammons Pkwy

Eatonton, GA 31024

Contact Person:

Telephone: (706) 485-7201

Fax: (706) 485-7266

Email:

Amount: \$361,961.00

= \$361,961.00

1. DBE Subcontractor(s):

First Light Resources, LLC.

Material Supplier

\$90,490.00

15.00%

189 Rivergate Drive

Franklin, TN 37064

Contact Person: Dawn Hickey

Telephone: (615) 741-3681

Fax: (615) 741-3169

Email:

Total: \$54,294.00

15.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/9/2009

FROM: Notye Brewington
S/DBE Manager

Project #: LN-09-02

Page/s: 11/ 11

RE: AIRFIELD LIGHTING VAULT RENOVATION PALM BEACH COUNTY PARK (LANTANA AIRPORT)

Consultant: LPA Group

Project #: LN-09-02

AIP #: 3-12-0086-009-2009

Funding: FAA/State/Local

RFP/Bid Date: 02/5/ 2009

DBE Goal: 15%

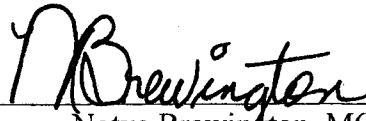
Comments:

Valcom Design & Construction, low bidder, did not meet the DBE Goal or submit proof of Good Faith Efforts. Section 10.5.5 Contract Award Criteria states "The award selection procedure for this solicitation will ensure that prime contracts are awarded to competitors that make a good faith effort to meet or exceed the established Disadvantaged Business Enterprise (DBE) goal. Subject to other applicable provisions herein, Contractor's bids or proposals will be considered incomplete and ineligible to receive a contract award unless the following forms are completed and submitted with the bid."

Section 10.5.2 Ranking of Responsive Bidders reads, in part, that "When the apparent low bidder is determined to be non-responsive to the DBE requirements, the contract shall be awarded to the low bidder responsive to DBE requirements, or, in the event there are no bidders responsive to the DBE requirement, to the bidder with greatest DBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%)."

Acupower, Inc., the lowest, responsive responsible bidder met the DBE requirements.

SIGNED



Notye Brewington, MCA
S/DBE Manager

cc: Gary Sypek

09 - 0921

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement & Development Fund

Page 1 of 1 pages

Advantage Document Numbers:
 BGEX121032709/1286
 BGRV121032709/375

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 03/10/09	REMAINING BALANCE
Revenues								
121-A232-3104	FAA Grant	213,750	237,500	221,825	0	459,325	0	459,325 0
	Total Receipts and Balances	80,526,348	96,154,391	221,825	0	96,376,216		
Expenditures								
121-A232-6504	Lantana Airfield Lighting Vault	1,221,200	1,221,200	221,825	0	1,443,025	0	1,443,025
	Total Appropriations & Expenditures	80,526,348	96,154,391	221,825	0	96,376,216		

[Signature]
 3-27-09

OFMB

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners

At Meeting of

4/21/2009

Deputy Clerk to the
 Board of County Commissioners

[Signature] 3/18/09
[Signature] 3-30-09