

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

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Meeting Date: October 5, 2010 **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 contract with ITran Partners, Inc. in the amount of \$173,898 for the Automated Weather Observing System (AWOS) at North Palm Beach County General Aviation Airport (F45).

Summary: This project was advertised utilizing the County's competitive bid process. On July 20, 2010 three (3) bids were received for the AWOS project at F45. Of the three (3) bids, ITran Partners, Inc., a Collier County Company, has been identified as a responsible/responsive bidder in the amount of \$173,898. The Disadvantaged Business Enterprise (DBE) Goal for this project was established at 15.00%. ITran Partners, Inc. DBE participation is 8.97%. ITran Partners, Inc., lowest bidder, did not meet the DBE requirements. The second lowest bidder met the DBE requirements but is not in the range of "Ranking of Responsive Bidders". Federal Aviation Administration (FAA) grant funding of \$165,203 (95%) and Local funds of \$8,695 (5%) are being utilized to fund this project.
Countywide (JCM)

Background and Justification: This project involves the installation of one (1) AWOS System at F45, to replace the weather observing system installed during the original construction of the Airport in the early 1990s. The existing system has begun to show signs of deterioration and has become increasingly more difficult to maintain. The work in this project generally consists of the installation of all the equipment, foundations, base can systems, power & control system, cable, grounding, conduit, directional boring, trenching installations and removal of existing systems with modifications to existing remaining conduit and power systems. Builders Risk Insurance for this project shall be provided under Palm Beach County's Master Builders Risk Program.

- Attachments:**
- 1. Three (3) Original Contracts
 - 2. Bid Tabulation/Engineers and DBE Recommendation

=====
Recommended By: *[Signature]* 9/8/10
 Department Director Date

Approved By: *[Signature]* 9/10/10
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$ 173,898</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>\$ (165,203)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 8,695</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In *Proposed* Budget? Yes X No _____
 Budget Account No.: Fund 4111 Department 121 Unit A302 Object 6504
 Reporting Category _____

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

Approval of this item results in new capital expenditures of \$173,898. Funding sources consist of FAA grant revenues of \$165,203 and Local funding of \$8,695. Budget is available in the above referenced account.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 9/18/2010
 9/18/10

[Signature] 9/14/10
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 9/17/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

CONTRACT

THIS CONTRACT, made and entered on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and **ITran Partners, Inc.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**North Palm Beach County General Aviation Airport
Automated Weather Observing System (AWOS)
PALM BEACH COUNTY PROJECT No. NC 10-7**

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 June 21, 2010.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated June 21, 2010.
- General Provisions, dated June 21, 2010.
- Special Provisions, dated June 21, 2010.
- Addendum No. 1, dated July 7, 2010.
- Addendum No. 2, dated July 16, 2010.
- Addendum No. 3, dated September 13, 2010.
- Drawings, dated June 21, 2010.
- Completed Bid and Attachments, dated July 20, 2010.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Hundred Seventy Three Thousand Eight Hundred Ninety Eight and 00/100 Dollars (\$173,898.00)** (Total Base Bid) for **Automated Weather Observing System (AWOS) at North Palm Beach County General Aviation Airport.**

Automated Weather Observing System
North Palm Beach County General Aviation Airport

Contract

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Automated Weather Observing System
North Palm Beach County General Aviation Airport

Contract

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
(SEAL)

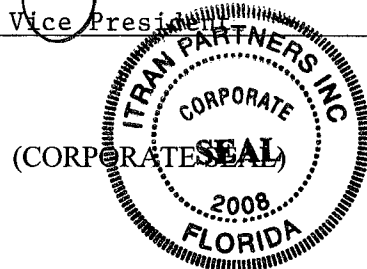
BY: _____
Burt Aaronson, Chair

ATTEST: Carolyn V. Casey

CONTRACTOR ITran Partners Inc.

BY: Carolyn V Casey
Secretary

BY: Joe L. Turner
TITLE: Vice President



APPROVED TO AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Steve Kelly
Director of Airports

BY: _____
County Attorney

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August 23, 2010

ITran Partners, Inc.
P O Box 8929
Naples, FL 34101

RE: Palm Beach County , as Obligee
Automated Weather Observing System (AWOS), , as Project
8974998, Bond Number

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

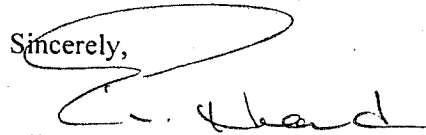
Executed Contract with Date: X

This letter is also giving **ITran Partners, Inc., as Principal and/or Palm Beach County as Obligee**, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MUST BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,


Eileen Heard
Sr. Surety Account Executive

enclosures

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 8974998

BOND AMOUNT: \$173,898.00

CONTRACT AMOUNT: \$173,898.00

CONTRACTOR'S NAME: ITran Partners, Inc.

CONTRACTOR'S ADDRESS: 1895 Seward Avenue, Suite 4
Naples FL 34101

CONTRACTOR'S PHONE: 239-566-2664

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Ln, Tower 1

SURETY'S PHONE: Schaumburg IL 60196
847-605-6000

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: C/O Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: **Automated Weather Observing System (AWOS)**

PROJECT LOCATION: **North Palm Beach County General Aviation Airport (F 45)**
Palm Beach County, Florida

LEGAL DESCRIPTION:
State: Florida, County: Palm Beach, City: West Palm Beach, GPS (Degrees):
Lat: 26° 50' 45.300", Lng: -80° 13' 20.500"
Palm Beach County Project No. NC 10-7

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

Automated Weather Observing System Contract
North Palm Beach County General Aviation Airport



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 Seventy Three Thousand Eight Hundred Ninety Eight and 00/100 Dollars (\$173,898.00) (Total Base Bid)** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2010, entered into a contract with the County for

Project Name: **Automated Weather Observing System (AWOS)**

Project No.: **NC 10-7**

Project Description: The project includes removal of existing NEXWOS system, removal of concrete foundations, removal of existing stainless steel enclosure, removal of existing electrical service pedestal, delivery of NEXWOS equipment to owner, new AWOS IIPT system, 5 year warranty and maintenance agreement, AviMet Data Link service for 5 years, FCC applications and licenses, concrete foundations, rebar, towers, pedestals, load centers, circuit breakers, relocation of existing meter can, enclosures, speakers, keyboards, mouse(s), printers, display monitors, spare parts, wireless system and antennas, radio survey, terminal strips and blocks, junction boxes, coring and patching of walls, painting of conduits on terminal building, new power and control wiring to all equipment, UPS(s), conduits, cables, receptacles, obstruction lights, grounding, ground rods, testwells, ground conductors, surge protective devices, lightning protection, software, programming, as-builts, identification, testing, manufacturer site visits, factory testing, travel expenses, on-site training, coordination, site restoration, building restoration, labor, and etc. for a complete working system in place.

Project Location: **North Palm Beach County General Aviation Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

CH2M Hill
3001 PGA Boulevard, Suite 300
Palm Beach Gardens, Fl 33410
PHONE: (561) 904-7400
FAX: (561) 904-7401

Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite 100
Boca Raton, Fl 33428
PHONE: 561.451.9165 ex 230
FAX: 561.451.4886

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

Automated Weather Observing System
North Palm Beach County General Aviation Airport

Contract

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 2010 between Principal and County for the construction of Automated Weather Observing System (AWOS), the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
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.

Automated Weather Observing System
North Palm Beach County General Aviation Airport

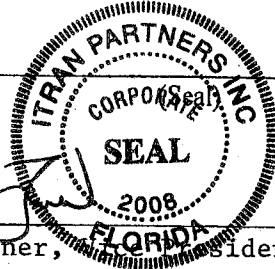
Contract

CD - 7 of 11

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

[Signature]
Witness

ITran Partners, Inc.
Principal



[Signature]
Witness

[Signature]
Title Joe L. Turner, Resident

Fidelity and Deposit Company of Maryland
Surety (Seal)

[Signature]
Title Eileen C. Heard, Attorney-in-fact and Florida
Licensed Resident Agent

Automated Weather Observing System
North Palm Beach County General Aviation Airport

Contract

**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 **Richard P. RUSSO, JR., Tanya L. RUSSO, Peter A. THOMSON, Eileen C. HEARD and Megan MANNING**, all of Tampa, Florida, 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 Richard P. RUSSO, JR., Tanya L. RUSSO, Peter A. THOMSON, Eileen C. HEARD, dated March 17, 2010.

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 21st day of April, A.D. 2010.

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 21st day of April, A.D. 2010, 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 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

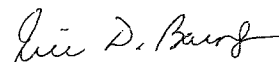
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President 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 _____, 2010.



Assistant Secretary

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NC 10-7

DATE: 8-30-10

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

1. That he/she is the Secretary of ITran Partners 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 1st day of April, 2010 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 Joe L. Turner the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 30th day of August, 2010

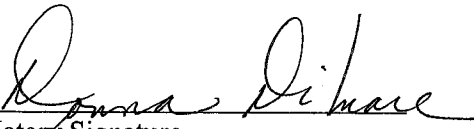
Carolyn V. Casey
(Signature)

Carolyn V. Casey
(Print Signatory's Name)
It's Secretary

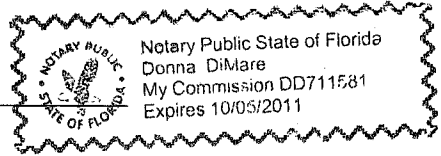


(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 30th day of August, 2010 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did not take an oath.


Notary Signature

Donna DiMare
Print Notary Name
NOTARY PUBLIC
State of Florida at Large



My Commission Expires: 10-5-2011

LETTER OF INTENT

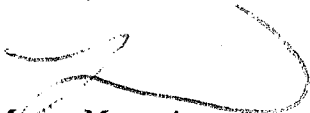
DATE: 08/31/2010
OBLIGEE: Palm Beach County
PROJECT: Automated Weather Observing System (AWOS), North Palm Beach
International Airport, West Palm Beach, FL 33406
PRINCIPAL: ITran Partners, Inc.

Under Bond No. 8974998 and the referenced Principal, ITran Partners, Inc., it is the intention of:

Fidelity and Deposit Company of Maryland

to execute and deliver to the Obligee at the request of the Principal, a Guarantee Bond per the requirements of the contract for the referenced project, subject to acceptance of the work at substantial completion

Sincerely,


Megan Manning, Attorney-in-fact and
Florida Licensed Resident Agent for
Fidelity and Deposit Company of Maryland

**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 **Richard P. RUSSO, JR., Tanya L. RUSSO, Peter A. THOMSON, Eileen C. HEARD and Megan MANNING**, all of Tampa, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver to, 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 Richard P. RUSSO, JR., Tanya L. RUSSO, Peter A. THOMSON, Eileen C. HEARD, dated March 17, 2010.

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 21st day of April, A.D. 2010.

ATTEST:

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



Gerald F. Haley

Gerald F. Haley Assistant Secretary

William J. Mills

By: William J. Mills Vice President

State of Maryland }
City of Baltimore } ss:

On this 21st day of April, A.D. 2010, 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.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 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

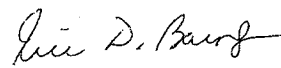
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President 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

FORM OF GUARANTEE

GUARANTEE FOR _____

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

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: Red Jun
(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: _____

Automated Weather Observing System
North Palm Beach County General Aviation Airport

Contract

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.

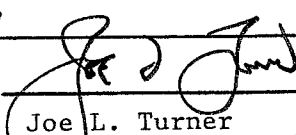
Public reporting burden for this collection of information is estimate to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding 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

None

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <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	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> Congressional District, if known:	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> CFDA Number, if applicable: _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p><u>No lobbying activities</u></p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>11. Amount of Payment (check all that apply):</p> - \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply):</p> <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: _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____		
<p>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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No</p>		
<p>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.</p>	<p>Signature: <u></u></p> <p>Print Name: <u>Joe L. Turner</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No: <u>239-566-2664</u> Date <u>8-30-10</u></p>	
<p>FEDERAL USE ONLY</p>	<p>Authorized for Local Reproduction Standard Form LLL</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2010

PRODUCER
Marsh
3031 N. Rocky Point Drive, Suite 700
Tampa, FL 33607

101266-All-CasEx-10-11

INSURED
ITRAN Partners, Inc.
1895 Seward Avenue, Suite 4
Naples, FL 34109

THIS CERTIFICATION 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	NAIC #
INSURER A: Travelers Property Casualty Company Of	25674
INSURER B: Everest National Insurance Co	10120
INSURER C: Charter Oak Fire Insurance Company	25615
INSURER D: Interstate Fire & Casualty Co	22829
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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	VTJ EXGL 5800B671	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 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 type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	VTC2J CAP 5800B683	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 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 type="checkbox"/> RETENTION \$	71C1000117101	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	VTC20 UB 5800B66A	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER Excess Layer Liability	HF00074391657	06/01/2010	06/01/2011	Each Occurrence: 5,000,000 Aggregate: 5,000,000

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

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as an additional insured for General Liability as required by Contract. Coverage is primary and non-contributory. Contractual Liability is included subject to General Liability terms, conditions and exclusions. A waiver of subrogation is provided for all coverages. General Liability limits are on a per project basis subject to \$15,000,000 policy aggregate. (\$2,000,000 Aggregate Limit for Products Completed Operations).

CERTIFICATE HOLDER

ATL-002154977-13

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 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
of Marsh USA Inc.
Erica Connick

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

This Certificate of Insurance 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

SELF-INSURED EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - a) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. Subparagraph (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Coverage A. Bodily Injury and Property Damage Liability (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" is caused by "your work" performed at any premises, site or location which is owned by, or rented to, the additional insured at the time "your work" is performed there.
4. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance will apply as if "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss does not exist, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
5. As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim under this insurance. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured which may result in a claim against this insurance, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) If a claim is made or "suit" is brought against the additional insured which may result in a claim against this insurance, the additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether, as described in paragraph 4. above, the insurance provided to the additional insured by this endorsement will apply as if "other insurance" available to the additional insured which covers that person or organization as a named insured does not exist.
6. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Burt Aaronson, Chair
Karen T. Marcus, Vice Chair
Jeff Koons
Shelley Vana
Steven L. Abrams
Jess R. Santamaria
Priscilla A. Taylor

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 **ITran Partners, Inc.** for the below listed project:

**Automated Weather Observing System (AWOS)
North Palm Beach County General Aviation Airport
Palm Beach County Project No. NC 10-7
Department of Airports**

BASE BID AMOUNT: \$173,898.00

(Posted)
RECEIVED


2010 AUG -9 P. 4: 21

DEPT. AIRPORTS
CLUBS 16. PBIA

(Removed)
RECEIVED

2010 A 16 P. 4: 29

DEPT. AIRPORTS
CLUBS 16. PBIA


**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.pbia.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"

RICONDO
& ASSOCIATES

July 27, 2010

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

RE: North Palm Beach County General Aviation Airport
Automate Weather Observation Station (AWOS)
PBC Project No: NC 10-7
Letter of Recommendation of Award

Dear Mr. Sypek:


Enclosed for your use are a Bid Tabulation sheet, bid evaluation results, and recommendation to award for the project referenced above as provided by our subconsultant and Engineer-of-Record, CH2M Hill and Hillers Electrical Engineering, Inc. The Bid Opening was conducted on July 20, 2010 following the deadline established for the submission of construction bids.

The results of the bid tabulation confirmed the accuracy of the total bid amounts submitted by each bidder. Therefore, the preliminary results declaring ITran Partners, Inc. as the low-bidder have been validated. As a result, based on our review of the bid package provided by the low-bidder, and contingent upon legal review and confirmation of compliance with the Disadvantaged Business Enterprise (DBE) requirements by the Palm Beach County Department of Airports' DBE compliance office, it is our recommendation that the DOA proceed with the award of a construction contract with ITran Partners, Inc. for the award of a construction contract for the AWOS Installation at the North Palm Beach County General Aviation Airport.

Should you have any questions regarding the information enclosed or the recommendation provided above, please do not hesitate to give me a call at 305-260-2727.

Sincerely,

RICONDO & ASSOCIATES, INC.



David Ramacorti, C.M
Director

Enclosures

6205 BLUE LAGOON DRIVE, SUITE 280, MIAMI, FLORIDA 33126
Telephone (305) 260-2727 Facsimile (305) 260-2728

CARLSBAD · CHICAGO · CINCINNATI · DENVER · MIAMI · ORLANDO · PHOENIX · SAN ANTONIO · SAN FRANCISCO · WASHINGTON, D.C.

RICONDO
ASSOCIATES

Mr. Gary Sypek
Palm Beach County Department of Airports
July 27, 2010
Page 2

CC: C. Portnoy, DOA
P. Ricondo, R&A
D. Thompkins, CH2M Hill
E. Bain, CH2M Hill
J. Thompson, CH2M Hill
T. Doran, HEE
J. Knappes, HEE



CH2MHILL

CH2M HILL
3001 PGA Boulevard
Suite 300
Palm Beach Gardens, FL 33410
Tel 561-904-7400
Fax 561-904-7401

July 23, 2010

Dave Ramacorti, C.M.
Director
Ricondo & Associates, Inc.
6205 Blue Lagoon Drive, Suite 280
Miami, FL 33216

**Subject: North Palm Beach County General Aviation Airport
Automated Weather Observing System (AWOS)
PBC Project No: NC 10-7
Letter of Recommendation to Award**

Dear Mr. Ramacorti:

CH2M HILL and Hillers Electrical Engineering, Inc. conducted a technical review of the three (3) bid proposals received on July 20, 2010 for the above referenced project. Bid proposals were submitted by ITran Partners, Inc., Hypower, Inc., and Expert Construction Managers, Inc.. A summary of the total bid amounts is provided in the table below.

Bidder	Total Bid Amount
ITran Partners, Inc.	\$ 173,898.00
Hypower, Inc.	\$ 229,895.00
Construction Managers, Inc.	\$ 327,000.00

ITran Partners, Inc. submitted the lowest of the three (3) bids at \$173,898.00. A tabular comparison of the bids is attached.

Based on our analysis, and subject to PBC DOA Legal and DBE Office review, CH2M HILL and Hillers Electrical Engineering, Inc. recommend that ITran Partners, Inc. be awarded the contract in the amount of \$173,898.00. ITran Partners, Inc. appears to be the lowest responsible and responsive bidder and appear to be technically qualified to perform the scope of work as defined in the bid documents.



CH2MHILL

Mr. Ramacorti
July 23, 2010
Page 2 of 2

Please do not hesitate to call me if you have any questions.

Sincerely,

CH2M HILL

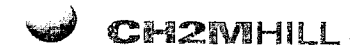
A handwritten signature in black ink, appearing to read "Eric R. Bain".

Eric R. Bain, P.E.
Project Manager

Enclosures

Cc: Russ Tripp, CH2M HILL
Dan Tompkins, CH2M HILL
John Thompson, CH2M HILL
Tom Doran, Hillers
Jim Kappes, Hillers

Palm Beach County Department of Airports
 North Palm Beach County General Aviation Airport
 Automated Weather Observing System (AWOS)
 Bid Evaluation
 Project Manager: Eric Bain, P.E.
 Project No. 403270.03
 Date: 7/20/2010



in association with
 Hillers Electrical Engineering

Bid Item No.	Description	Estimated No. of Units	Engineer's Estimate		Expert Construction Managers, Inc.		Hypower, Inc.		Itran Partners, Inc.	
			Unit Prices	Total	Unit Prices	Total	Unit Prices	Total	Unit Prices	Total
01030-9.1	Maintenance of Air Operations Area Traffic (5%)	1 L.S.	\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00	\$7,750.00	\$7,750.00
P-101-4.1	Mobilization (3%)	1 L.S.	\$6,300.00	\$6,300.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$1,595.00	\$1,595.00
L-127-4.1	Provide and Install new Automated Weather Observing System (AWOS) complete in place. Includes all removal of existing NEXWOS system, removal of concrete foundations, removal of existing stainless steel enclosure, removal of existing electrical service pedestal, delivery of NEXWOS equipment to owner, new AWOS IIIPT system, 5 year warranty and maintenance agreement, Avimet/NADIN Data Link service for 5 years, FCC applications and licenses, satellite dish, modems, concrete foundations, rebar, towers, pedestals, load centers, circuit breakers, relocation of existing meter can, enclosures, speakers, keyboards, mouse(s), printers, display monitors, spare parts, wireless system and antennas, radio survey, terminal strips and blocks, junction boxes, coring and patching of walls, painting of conduits on terminal building, new power and control wiring to all equipment, UPS(s), conduits, cables, receptacles, obstruction lights, grounding, ground rods, testwells, ground conductors, surge protective devices, lightning protection, software, programming, as-builts, identification, testing, manufacturer site visits, factory testing, travel expenses, on-site training, coordination, site restoration, building restoration, labor, and etc. for a complete working system in place	1 L.S.	\$210,000.00	\$210,000.00	\$327,000.00	\$327,000.00	\$220,895.00	\$220,895.00	\$164,553.00	\$164,553.00
Total				\$226,800.00		\$327,000.00		\$229,895.00		\$173,898.00

H E E

HILLERS ELECTRICAL ENGINEERING, INC.

July 23, 2010

Dave Ramacorti, C.M.
Director
Ricondo & Associates, Inc.
6205 Blue Lagoon Drive, Suite 280
Miami, FL 33216

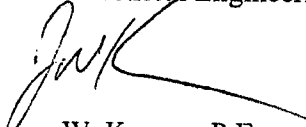
Subject: North Palm Beach County General Aviation Airport
Automated Weather Observing System
Palm Beach County Project Number NC 10-7

Dear Mr. Ramacorti:

As requested, Hillers Electrical Engineering has reviewed the bid proposals. The bid proposals appear to be fair and reasonable. Hillers Electrical Engineering takes no exception and believes that the contact should be awarded to the lowest bidder.

Sincerely,

Hillers Electrical Engineering Inc.



James W. Kappes, P.E.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/26/2010

FROM: Notye Brewington **Project #:** NC 10-7
S/DBE Manager

Page/s: 1 / 4

RE: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) – NORTH COUNTY GENERAL AVIATION AIRPORT

Consultant: RICONDO/CH2MHILL
Project #: NC 10-7
Funding: FAA, Local
RFP/Bid Date 7/20/2010
DBE Goal: 15%

Bidders:

A. ITRAN Partners, Inc.

1895 Seward Avenue, Ste #4
Naples, FL 34109

Contact Person: Joe L. Turner

Telephone: (239) 566-2664

Fax: (239) 566-2969

Email:

Amount: \$173,898.00 = \$173,898.00

DBE Subcontractor(s):

1 B & E Electric Supply.

1895 Seward Ave, Ste. 4
Naples, FL 33419

Contact Person:

Phone: (239) 566-2664

Fax: (239) 566-2969

Electrical Supplier \$26,000.00 8.97%

Total: \$15,600.00 8.97%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/26/2010

FROM: Notye Brewington
S/DBE Manager **Project #:** NC 10-7

Page/s: 2/4

RE: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) – NORTH COUNTY GENERAL AVIATION AIRPORT

Consultant: RICAONDO/CH2MHILL

Project #: NC 10-7

Funding: FAA, Local

RFP/Bid Date 7/20/2010

DBE Goal: 15%

Bidders:

B. Hypower, Inc.

5913 N. W. 31st Avenue

Fort Lauderdale, FL 33309

Contact Person: James Zerby

Telephone: (954) 978-9300

Fax: (954) 978-5666

Email:

Amount: \$229,895.00

\$ 229,895.00

DBE Subcontractor(s):

1 Solid Network Solutions

326 Brandon Blvd

Freehold, NJ 07728

Contact Person: Maria Curcio

Telephone: (732) 869-7080

Fax:

Email:

Electrical Supplier

\$84,600.00

22.08%

Total: \$50,760.00

22.08%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 7/26/2010

FROM: Notye Brewington
S/DBE Manager **Project #:** NC 10-7

Page/s: 3/4

RE: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) – NORTH COUNTY GENERAL AVIATION AIRPORT

Consultant: RICONDO/CH2MHILL

Project #: NC 10-7

Funding: FAA, State, Local

RFP/Bid Date 7/20/2010

DBE Goal: 15%

Bidders:

C. Expert Construction Managers, Inc.

815 S. Kings Avenue

Brandon, FL 33511

Contact Person: William L. Brown, III - President

Telephone: (813) 995-4765

Fax: (813) 571-0875

Email:

Amount: \$327,000.00 \$327,000.00

DBE Subcontractor(s):

1 Charles D. Belcher Electrical Services, Inc. Electrical \$130,721.00 39.98%

2960 Melaleuca Drive

West Palm Beach, FL 33406

Contact Person: Dan Belcher

Telephone: (561) 963--7773

Fax: (561) 963-1910

Email:

Total \$130,721.00 39.98%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 7/26/2010

FROM: Notye Brewington
S/DBE Manager

Project #: NC 10-7

Page/s: 4/4

RE: AUTOMATED WEATHER OBSERVING SYSTEM (AWOS) – NORTH COUNTY GENERAL AVIATION AIRPORT

Consultant: RICONDO/CH2MHILL

Project #: NC 10-7

Funding: FAA, Local

RFP/Bid Date 7/20/2010

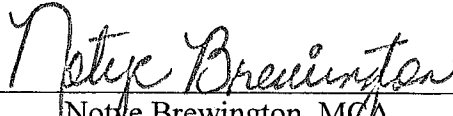
DBE Goal: 15%

Comments:

Itran Partner, Inc., lowest bidder, did not meet the DBE requirements. Hypower, Inc. the second lowest bidder met the DBE requirements but is not in the range of "Ranking of Responsive Bidders".

Ranking of Responsive Bidders reads – "Bidders who meet the established goals or exercise sufficient good faith efforts to do so, as provided on Schedule 3, will be deemed to be responsive to DBE requirements. When evaluating competitive bids/quotes of up to one million dollars (\$1,000,000), in which 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 requirements, to the bidder with the greatest DBE participation in excess of seven percent (7%) participation, as long as the did does not exceed the low bid amount by ten percent (10%)."

SIGNED



Notye Brewington, MCA
S/DBE Manager