

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2011 | 2012 | 2013 | 2014 | 2015 |
|---|------------------|-------|-------|-------|-------|
| Capital Expenditures | \$ 360,000 | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues (Grants) | \$ (270,000) | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | \$ 90,000 | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 4111 Department 121 Unit A286- Object 6504
 Reporting Category _____

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

Approval of this item results in new capital expenditures of \$360,000. Funding sources consist of FAA grant revenues of \$270,000 and PFC's of \$90,000. Budget is available in the above referenced account.

C. Departmental Fiscal Review: *Carl Seiner*

III. REVIEW COMMENTS

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

[Signature] 3/15/11
 OFMB *WA* 3/15/11 *W* 3/15/11

[Signature] 3/18/11
 Contract Dev. and Control
Ed Jones 3/17/11

B. Legal Sufficiency:
[Signature] 3/21/11
 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 **HYPOWER, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**AIRFIELD LIGHTING CONTROL &
MONITORING SYSTEM (ALCMS)
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. 11-3**

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 September 2010.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated September 2010.
- General Provisions, dated September 2010.
- Special Provisions, dated September 2010.
- Addendum No. 1, dated October 26, 2010.
- Addendum No. 2, dated October 29, 2010.
- Drawings, dated September 2010.
- Completed Bid and Attachments, dated November 4, 2010.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) (Total Base Bid)** for the **Airfield Lighting Control & Monitoring Systems (ALCMS) at Palm Beach International Airport.**

Airfield Lighting Control &
Monitoring System (ALCMS)
Palm Beach International Airport

Contract Documents

CD - 1 of 10

Attachment # /

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

Utilization of Disadvantaged Business Enterprises

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

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

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

ATTEST: SHARON R. BOCK, Clerk & Comptroller

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

BY: _____
Deputy Clerk

BY: _____
Karen T. Marcus, Chair

(SEAL)

ATTEST: Richard Paul-Hus
SE Vice President

CONTRACTOR _____

BY: _____
Secretary

BY: Bernard Paul-Hus

TITLE: President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Director of Airports

BY: _____
County Attorney

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PUBLIC CONSTRUCTION BOND

BOND NUMBER: ESD021810571

BOND AMOUNT: \$360,000.00

CONTRACT AMOUNT: \$360,000.00

CONTRACTOR'S NAME: Hypower, Inc.

CONTRACTOR'S ADDRESS: 5913 N.W. 31st Avenue
Fort Lauderdale, Fl 33309

CONTRACTOR'S PHONE: 954-978-9300

SURETY COMPANY: The Insurance Company of the State of Pennsylvania

SURETY'S ADDRESS: 175 Water Street, 18th Floor
New York, NY 10038

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 846 Palm Beach International Airport
West Palm Beach, Fl 33406-1470

OWNER'S PHONE: 561-471-7412

DESCRIPTION OF WORK: Airfield Lighting Control & Monitoring System (ALCMS)

PROJECT LOCATION: Palm Beach International Airport, Palm Beach County, Florida

LEGAL DESCRIPTION: _____

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

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

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

Airfield Lighting Control &
Monitoring System (ALCMS)
Palm Beach International Airport

Contract Documents

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00) (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 _____, 20__, entered into a contract with the County for

Project Name: **Airfield Lighting Control & Monitoring System (ALCMS)**

Project No.: **PBC No.: 11-3**

Project Description: Scope of work shall consist primarily of but not limited to the following: Provide and install new Airfield Lighting Control and Monitoring System (ALCMS) in the existing airfield electrical vault and the two (2) FAA air traffic control towers for a complete working system in place.

Provide and install the new fiber optic cables in the existing ductbank and manhole system for a complete working system in place.

Modify existing airfield electrical vault and provide and install new regulator racking system for a complete working system in place.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INCORPORATED
4503 Woodland Corporate Blvd.
Suite 400
Tampa, Florida
(813) 889-3892 / (813) 889-3893 (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 construction of Airfield Lighting Control & Monitoring System (ALCMS), 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


Airfield Lighting Control &
Monitoring System (ALCMS)
Palm Beach International Airport

Contract Documents

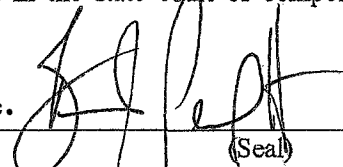
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for 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 coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.



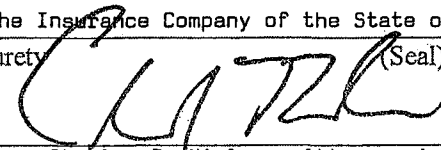
 Witness Millicie Magi



 Witness David Weingarten

Hypower, Inc. 
 Principal _____ (Seal)

Bernard Paul-Hus, President
 Title

The Insurance Company of the State of PA
 Surety 
 _____ (Seal)
 Title Charles J. Nielson, Attorney-in-fact/
 Resident Agent

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PBC No.: 11-3

DATE: 3/9/11

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

1. That he/she is the Secretary of HYPower, Inc Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of MARCH, 2011 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

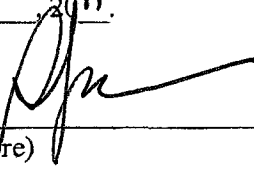
Bernard Paul-Hus President AND.

FURTHER RESOLVED, that Stephen K. CASSETTA the Secretary 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 9th day of MARCH, 2011.



(Signature)

Stephen K. CASSETTA

(Print Signatory's Name)
It's Secretary

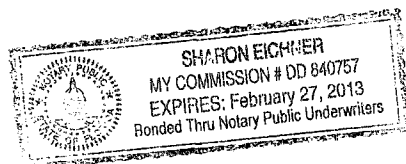
(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 9th day of MARCH, 2011 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

Sharon Eichner
Notary Signature

Sharon Eichner
Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



FORM OF GUARANTEE

GUARANTEE FOR Hypower, Inc.

We, the undersigned, hereby guarantee that the Airfield Lighting Control & Monitoring System (ALCMS) at Palm Beach International 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)

COUNTERSIGNED RESIDENT

AGENT IN FLORIDA:

(Seal) Agent

By: Charles J. Nielson

CONTRACTOR
Hypower, Inc.

By: _____
(Signature)
Stephen W. Cassetta

SURETY
The Insurance Company of the State of PA

By: _____
Charles J. Nielson, Attorney-in-fact/Agent

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ MIAMI-DADE

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

Notary Public, State of Florida

My Commission Expires: 1/4/2013

Commission Number: DD842439



Airfield Lighting Control & Monitoring System (ALCMS)
Palm Beach International Airport

Contract Documents

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 222
Expiration Date: October 13, 2011

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Charles J. Nielson, David R. Hoover, Warren M. Alter: of Miami Lakes, Florida ---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby in the maximum amount of \$15,000,000.00 per bond, undertaking, recognizance and other contract of indemnity.

This power of attorney shall remain in full force and effect until the expiration date above-referenced.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

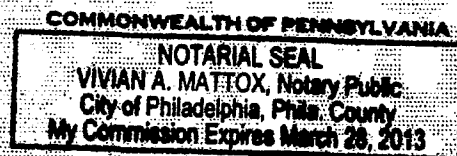
this 16th day of July, 2010.

Robert E. Staples
Robert E. Staples, Vice President

STATE OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)ss.

On this 16th day of July, 2010 before me came the above-named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

Vivian A. Mattox
Notary



CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations 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 signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

Andrew R. Holland, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this _____ day of _____

Andrew R. Holland
Andrew R. Holland, Secretary

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aigproducercompensation.com or by calling AIG at 1-800-706-3102.

FLORIDA HURRICANE CATASTROPHE FUND SURCHARGE

To be attached to and form part of Bond Number ESD021810571 effective March 8, 2011, issued by The Insurance Company of the State of PA as Surety, in the amount of Three Hundred Sixty Thousand and 00/100-----(\$360,000.00), on behalf of Hypower, Inc. as Principal, and in favor of Palm Beach County as Obligee.

Now, Therefore, it is agreed that:

- In accordance with The Florida Office Of Insurance Regulation Orders of June 12, 2006, Case Number 86203-06, a 1.3% premium assessment is applied to gross written premium collected upon this instrument: \$ 47.74

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 8th day of March 20 11.

Signed and sealed and dated this 8th day of March 20 11.

Principal: Hypower, Inc

By: 

Surety: The Insurance Company of the State of PA

By: 

Charles J. Nielson, Attorney-in-Fact

THIS ENDORSEMENT CHANGES THE BOND. PLEASE READ IT CAREFULLY.

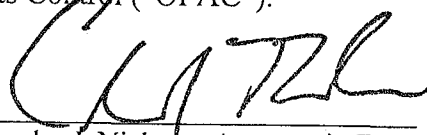
This endorsement, effective March 4, 2011 12:01 A.M. forms a part of Bond No. ESD021810571

issued to Hypower, Inc. by: The Insurance Company of the State of PA

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this bond shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



Charles J. Nielson, Attorney in Fact

The Insurance Company of the State of Pennsylvania
Principal Bond Office: 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 220
Expiration Date: October 13, 2011

KNOW ALL MEN BY THESE PRESENTS:

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

--Charles J. Nielson, David R. Hoover, Warren M. Alter: of Miami Lakes, Florida --

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby in the maximum amount of \$15,000,000.00 per bond, undertaking, recognizance and other contract of indemnity.

This power of attorney shall remain in full force and effect until the expiration date above-referenced.

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

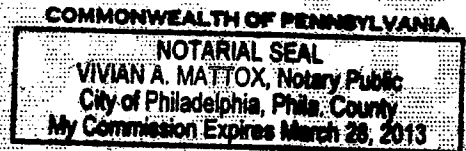
this 16th day of July, 2010.

Robert E. Staples
Robert E. Staples, Vice President

STATE OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)ss.

On this 16th day of July, 2010 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

Vivian A. Mattox
Notary



CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations 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 signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Andrew R. Holland, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation

this _____ day of _____,

Andrew R. Holland

Andrew R. Holland, Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/07/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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


| | | | |
|---|---|--|------------------------------------|
| PRODUCER Willis of Colorado, Inc. 720 South Colorado Boulevard Suite 600N Denver, CO 80246 | CONTACT NAME: PHONE (A/C, No, Ext): 303 722-7776 | | FAX (A/C, No): 303-722-8862 |
| | E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | | |
| INSURED HYPOWER, INC. 5913 NW 31st Ave. Fort Lauderdale, FL 33309 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Zurich American Insurance | | 16535 |
| | INSURER B : EVEREST INDEMNITY INS. CO. | | 10851 |
| | INSURER C : Fireman's Fund Insurance Compan | | 21873 |
| | INSURER D : Catlin Specialty Insurance CO | | 15989 |
| | INSURER E : INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|--------------------------|--|
| A | GENERAL LIABILITY | | X | GLA596601702 | 04/01/2010 | 04/01/2011 | EACH OCCURRENCE \$1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$10,000 |
| | AI-#UGL1175BCW 3/07 | | X | | | | PERSONAL & ADV INJURY \$1,000,000 |
| D | <input checked="" type="checkbox"/> Prof/Pollution | | | CPL9975950311 | 03/21/10 | 04/01/2011 | GENERAL AGGREGATE \$2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | \$2,000,000 Occ | | | PRODUCTS - COM/OP AGG \$2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | \$5,000,000Aggr | | | \$ |
| A | AUTOMOBILE LIABILITY | | | GLA596601702 | 04/01/2010 | 04/01/2011 | 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 | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | 71C2000278101 | 04/01/2010 | 04/01/2011 | EACH OCCURRENCE \$10,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$10,000,000 |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | | \$ |
| | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC596600802 | 04/01/2010 | 04/01/2011 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | N | | | | E.L. EACH ACCIDENT \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| C | Instal Floater | | | MZI93005693 | 04/01/2010 | 04/01/2011 | \$5,100,000 Jobiste |
| | Direct Phys Loss | | | Deds: \$5,000 | \$25,000 EQ Wind/Flood | \$1,000,000 Temp/Transit | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project Description: Airfield Lighting Control & Monitoring System, Palm Beach International Airport.
Project Number: PB 11-3
 (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)

The following are Additional Insureds as respects General Liability and Umbrella Liability only if required by written contract and coverage applies only as respects work performed by the Insured for the Additional Insureds. All coverage terms, conditions and exclusions of the policy apply.

The following are Additional Insureds on the Automobile Liability only to the extent they meet the definition of an insured in the policy, which provides in pertinent part that an insured includes anyone liable for the conduct of an insured but only to the extent of that liability. All coverage terms, conditions and exclusions of the policy apply. Consult the policy to determine the extent of coverage, if any.

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

The General Liability, Automobile, and Umbrella coverages are Primary per the policy terms & conditions only if required by written contract.

The Workers' Compensation, Automobile, Umbrella Liability, and General Liability policies include a Waiver of Subrogation in favor of the Additional Insureds only if required by written contract.

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

Contractual Liability coverage is included.



Notification to Others of Cancellation or Nonrenewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLA596601702 | 04/01/2010 | 04/01/2011 | 10/1/2010 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE | |
|--|------------------------|
| Name and Address of Other Person(s) / Organization(s): | Number of Days Notice: |
| Palm Beach County | 30 |
| c/o Department of Airports | |
| 846 Palm Beach International Airport | |
| West Palm Beach, FL 33406-1470 | |
| | |
| | |
| | |
| | |
| | |

All other terms and conditions of this policy remain unchanged.



Notification to Others of Cancellation or Nonrenewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| GLA596601702 | 04/01/2010 | 04/01/2011 | 10/1/2010 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part**

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE | |
|---|------------------------|
| Name and Address of Other Person(s) / Organization(s): | Number of Days Notice: |
| Palm Beach County c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 | 30 |
| | |
| | |
| | |

All other terms and conditions of this policy remain unchanged.

FLORIDA NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX - CONDITIONS

F. Notification to Others of Cancellation

1. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
2. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
3. If notice as described in Paragraphs 1. or 2. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

| SCHEDULE | |
|--|------------------------|
| Name and Address of Other Person(s) / Organization(s): | Number of Days Notice: |
| Palm Beach County | 30 |
| c/o Department of Airports | |
| 846 Palm Beach International Airport | |
| West Palm Beach, FL 33406-1470 | |
| | |
| | |
| | |

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2010
 Insured: Hypower, Inc

Policy No.: WC596600802

Endorsement No.
 Premium \$

Insurance Company: Zurich North America

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement

Effective Policy No.

Endorsement No.

Insured

Premium \$

Hypower, Inc

WC596600802

Insurance Company

Countersigned by

Debbie J. Sibble

Zurich NA

Additional Insured – Automatic – Owners, Lessees Or Contractors



| Policy No. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Add. Prem. | Return Prem. |
|--------------|-------------------|-------------------|------------|------------|--------------|
| GLA596601702 | 4/1/11 | 4/1/10 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

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

- D. The insurance provided to the additional insured person or organization does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, site drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

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

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

✓ Waiver Of Transfer Of Rights Of Recovery Against Others To Us

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Agency No. | Addl. Prem. | Return Prem. |
|---------------|-------------------|-------------------|-------------------|------------|-------------|--------------|
| GLA59660170 2 | 4/1/10 | 4/1/11 | 4/1/10 | | | |

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP code):

This endorsement modifies insurance provided under the:

- Business Auto Coverage Form
- Truckers Coverage Form
- Garage Coverage Form
- Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned:

Desiree O. Stubble
Authorized Representative

Date:

4/1/10

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|----------|-------------|--------------|
| GTA596601702 | 4-01-10 | 4-01-11 | 4-01-10 | | \$ | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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.

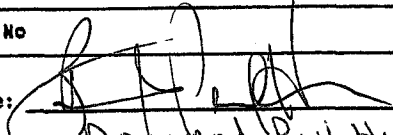
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused 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 OIG
0348-0046

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: Congressional District, if known: _____</p> | |
| <p>6. Federal Department/Agency:</p> | <p>7. Federal Program Name/Description CFDA Number, if applicable: _____</p> | |
| <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 style="font-size: 1.2em; text-align: center;">No Lobbying Activities</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): - \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p> | <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): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____</p> | | |
| <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: (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: </p> <p>Print Name: <u>Bernhard Pavi-Hrus</u></p> <p>Title: <u>President</u></p> <p>Telephone No: <u>954-978-9300</u> Date <u>3/8/11</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

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

ATTACHMENT NO. 2

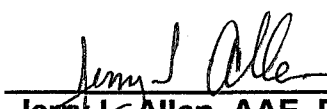
COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS



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

**Airfield Lighting Control & Monitoring Systems (ALCMS)
Palm Beach International Airport
Palm Beach County Project No. PB 11-3
Department of Airports**

BASE BID AMOUNT: \$360,000.00


**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.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"

(Posted)
RECEIVED
2010 NOV 15 PM 2:42
DEPARTMENT OF AIRPORTS
BLDG. 6481 PBIA

(Removed)
RECEIVED
2010 NOV 22 PM 2:48
DEPARTMENT OF AIRPORTS
BLDG. 6481 PBIA



November 10, 2010

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

RECEIVED
2010 NOV 10 AM 1:01

**Subject: PBC No. 11-3: Airfield Lighting Control & Monitoring Systems (ALCMS)
Bid Tabulation, Review and Recommendation**

Dear Mr. Sypek:

THE LPA GROUP INCORPORATED has reviewed the bids submitted on November 4, 2010 for the subject project. The project had a total of five (5) bidders, whose bids were evaluated by our office for responsiveness to the bid documents, see attached Bid Form Checklist. The bid price forms submitted by each were evaluated in the attached bid tabulation; the results of the Base Bid are summarized below:

| | <i>Total Base Bid</i> |
|--------------------------------------|-----------------------|
| ITran Partners, Inc. | \$355,685.00 |
| Hypower, Inc. | \$360,000.00 |
| Barnes & Powell Electrical Co., Inc. | \$389,730.00 |
| H.L. Pruitt Corporation | \$395,249.00 |
| Solares Electrical Services, Inc. | \$450,990.00 |

ITran Partners, Inc. provided the lowest Base Bid at **\$355,685.00**. Their bid proposal betters the Engineers Estimate. There are several significant issues with the bid forms. Attachment No. 9, Schedule 2 Letter of Intent to Perform as a DBE Subcontractor was not completed, as the subcontractors price quote was not provided. Attachment No. 19, Bidder Qualification and Questionnaire, Item No. 3, establishes minimum requirements for the Contractor's designated Superintendent. It appears from ITran's listed Superintendent's resume that the individual does

not exhibit the required experience. Item No. 14 of Attachment No. 19 establishes the requirement that the bidder must provide a complete detailed list of all proposed equipment and their specifications in accordance with the Technical Specification L-127. It is critical that the requirements of L-127 Airfield Lighting Control System Performance Specifications is provided as part of the bid so we are able to determine if the bidders documents comply with the contract documents. ITran failed to provide this information. Therefore, the LPA GROUP INCORPORATED deems ITran Partners, Inc. proposal as non-responsive.

Hypower, Inc. provided the next lowest Base Bid at **\$360,000.00**. Their bid proposal betters the Engineers Estimate. Listed below are some details of their bid:

- Hypower, Inc. has been in business for 19 years and appears to have sufficient staff to manage the project. Hypower, Inc. is qualified as a licensed Florida General Contractor & Electrical Contractor firm.
- No unbalanced unit prices or front-end loading were found.
- Hypower identifies completed projects and lists a Superintendent which meets the qualifications required in Attachment No. 19. Project representatives of listed references were contacted and provided a positive assessment of Hypower's performance.
- Hypower, Inc. provided the appropriate complete detailed list of all proposed equipment and their specifications in accordance with the Technical Specification L-127 and Attachment No. 19. The submitted bid documents included an FAA approved L-890DB Airfield Lighting Control and Monitoring System (Cooper Crouse – Hinds) with all major components listed from the drawings and specifications. This complies with the requirements of the bid documents and the Technical Specifications L-127.
- Hypower's bid documents indicate that they intend to self perform 100% of the work.
- A signed bid, acknowledged addenda, Bid Bond and all the required forms accompanied the bid at the time of submittal. 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 **Hypower, Inc.** for the Base Bid of **\$360,000.00**. This recommendation is contingent upon Agency review, PBCDOA Minority Affairs review, County Commission approval, and the availability of funds.

Mr. Gary Sypek
Page 3

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
Tom Doran – Hillers Electrical (e-mail)

Enclosures: Bid Tabulation, Attachment #1- (1 page)
Bid Form Checklist – (7 pages)

BID TABULATION (Attachment 1) - PBC No. 11 - 4

11 - 3 Airfield Lighting Control Monitoring System
 Palm Beach International Airport
 Date: 11-04-10

| Bid Item | Specification No. | Description | Unit | Quantity | Engineers Estimate | | Itran Partners, Inc. | | Hypower, Inc. | | Solares Electrical Services, Inc. | | Barnes & Powell Electrical Co., Inc. | | H.L. Pruitt Corporation | |
|------------------------------------|-------------------|--|------|----------|----------------------------|------------------------------|----------------------------|------------------------------|----------------------------|------------------------------|-----------------------------------|------------------------------|--------------------------------------|------------------------------|----------------------------|------------------------------|
| | | | | | 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) |
| 1 | 01000 | Mobilization | LS | 1 | \$10,000.00 | \$10,000.00 | \$27,235.00 | \$27,235.00 | \$15,000.00 | \$15,000.00 | \$13,135.00 | \$13,135.00 | \$30,750.00 | \$30,750.00 | \$18,000.00 | \$18,000.00 |
| 2 | | Safety/Security/MOT | LS | 1 | \$20,000.00 | \$20,000.00 | \$12,044.00 | \$12,044.00 | \$30,000.00 | \$30,000.00 | \$4,000.00 | \$4,000.00 | \$14,250.00 | \$14,250.00 | \$5,000.00 | \$5,000.00 |
| 3 | L-108-5.1 | 12 strand, outdoor rated, armored jacketed, fiber optic multi-mode cable with innerduct installed in new and existing conduit/ ductbank/ manhole system. Includes installation, testing, terminations, OTDR testing, fiber connectors and terminations, pulling compound, pull string, identification, cleaning of conduits, dewatering, cable racking, cable racks, labor and etc. for a complete working system in place. | LF | 9,500 | \$7.00 | \$66,500.00 | \$6.40 | \$60,800.00 | \$1.50 | \$14,250.00 | \$7.84 | \$74,480.00 | \$6.25 | \$59,375.00 | \$7.00 | \$66,500.00 |
| 4 | L-109-5.1 | Provide and install new Airfield Lighting Control System. Includes all touch screens, vault and tower enclosures, primary and redundant industrial computers, monitors, lab top computer, speakers, keyboards, mouse at each computer, spare parts, wireless system and antennas, printers, terminal strips, ethernet switches, fiber converters, video extenders, junction boxes, coring of walls, new control wiring to all equipment, primary and redundant power supplies, UPS's, redundancies, current sensors at all equipment, control and monitoring units at all equipment, power and control wiring, interception of existing fiber optic cables, fiber optic cables, communication cables, conduits, terminal blocks, relays, dry contacts, circuit breakers, receptacles, installation, indication lights, grounding, surge arrestors, lightning protection, temporary wiring, graphics, software, as-builts, identification, warranty, programming, testing, site visits, factory testing, travel expenses, on-site training, hardware in control towers, modification to the existing towers cabinetry, coordination, fiber optic termination cabinets, fire caulking/sealant, labor, and etc. for a complete working system in place. | LS | 1 | \$400,000.00 | \$400,000.00 | \$209,217.00 | \$209,217.00 | \$190,750.00 | \$190,750.00 | \$300,000.00 | \$300,000.00 | \$240,150.00 | \$240,150.00 | \$275,749.00 | \$275,749.00 |
| 5 | L-109-5.2 | Modify Existing Airfield Electrical Vault, complete. Includes new regulator racking system, new runway/taxiway light fixtures and L-830 transformers for all regulators, new power and control wiring, new circuit breakers, new regulator junction boxes, relocation of regulators, channel, core drilling of walls, conductors, conduit systems, testing, grounding, connector kits, splice kits, terminations, labor and etc. for a complete working system in place. | LS | 1 | \$40,000.00 | \$40,000.00 | \$40,176.00 | \$40,176.00 | \$85,000.00 | \$85,000.00 | \$49,875.00 | \$49,875.00 | \$40,720.00 | \$40,720.00 | \$20,000.00 | \$20,000.00 |
| 6 | L-109-5.3 | Removal of existing airfield lighting control system. Includes removing all panels and cabinets, temporary connections, temporary cables, temporary wiring, disposal of panels, removal and disposal of existing wiring in airfield vault and FAA ATCT, testing, repair to existing cabinetry, labor, coordination, and etc. for a complete working system in place. | LS | 1 | \$8,000.00 | \$8,000.00 | \$6,213.00 | \$6,213.00 | \$25,000.00 | \$25,000.00 | \$9,500.00 | \$9,500.00 | \$4,485.00 | \$4,485.00 | \$10,000.00 | \$10,000.00 |
| TOTAL BID AMOUNT, BASE BID= | | | | | | \$544,500.00 | | \$355,685.00 | | \$360,000.00 | | \$450,990.00 | | \$389,730.00 | | \$395,249.00 |

| BID FORM CHECKLIST | | | | | |
|---|----------------------|---------------|----------------------------------|--------------------------------------|-------------------------|
| Palm Beach International Airport | | | | | |
| Airfield Lighting Control & Monitoring Systems (ALCMS) PBC-11-3 | | | | | |
| CONTRACTORS | | | | | |
| BID FORM ATTACHMENTS | Itran Partners, Inc. | Hypower, Inc. | Stares Electrical Services, Inc. | Barnes & Powell Electrical Co., Inc. | H.L. Pruitt Corporation |
| BID FORM / ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUMS (ADDENDUM NO. 1 THRU ADDENDUM No. 2) | √ | √ | √ | √ | √ |
| ADDENDUM NO. 1 ATTACHED AND SIGNED | √ | √ | √ | √ | √ |
| ADDENDUM NO. 2 ATTACHED AND SIGNED | √ | √ | √ | √ | √ |
| BID PRICE FORM (ATTACHMENT NO. 1 TO THE BID FORM) | √ | √ | √ | √ | √ |
| MILESTONE AND DAMAGES DATA (ATTACHMENT NO. 2 TO THE BID FORM) | √ | √ | √ | √ | √ |
| DESIGNATION OF SUBCONTRACTORS (ATTACHMENT NO. 3 TO THE BID FORM) | √ | √ | √ | √ | √ |
| PRIME CONTRACTOR WORK (ATTACHMENT NO. 4 TO THE BID FORM) | √ | √ | √ | √ | √ |
| BID BOND (ATTACHMENT NO. 5 TO THE BID FORM) | √ | √ | √ | √ | *√ |
| PARTNERSHIP CERTIFICATE (ATTACHMENT NO. 6 TO THE BID FORM) | √ | √ | X | X | √ |
| STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (ATTACHMENT NO. 7 TO THE BID FORM) | √ | √ | √ | √ | √ |
| SCHEDULE 1 - LIST OF PROPOSED DBE SUBCONTRACTORS (ATTACHMENT NO. 8 TO THE BID FORM) | √ | √ | √ | √ | *√ |
| SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A SBE OR W/MBE SUBCONTRACTOR (ATTACHMENT NO. 9 TO THE BID FORM) | *√ | √ | *√ | √ | √ |
| SCHEDULE 3 - STATEMENT OF GOOD FAITH EFFORTS (ATTACHMENT NO. 10 TO THE BID FORM) | √ | √ | √ | X | √ |
| SCHEDULE 6 - DBE SUBCONTRACTOR & SUPPLIER SOLICITATION SHEET (ATTACHMENT NO. 11 TO THE BID FORM) | √ | √ | √ | √ | X |
| NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATION OF NON-SEGREGATED FACILITIES (ATTACHMENT NO. 12 TO THE BID FORM) | √ | √ | √ | √ | √ |
| TRENCH SAFETY AFFIDAVIT (ATTACHMENT NO. 13 TO THE BID FORM) | √ | √ | √ | √ | √ |
| BIDDERS AND SUBCONTRACTORS INFORMATION (ATTACHMENT NO. 14 TO THE BID FORM) | √ | √ | √ | *√ | *√ |
| BUY AMERICAN CERTIFICATE (ATTACHMENT NO. 15 TO THE BID FORM) | √ | √ | √ | √ | √ |
| CERTIFICATION REGARDING FOREIGN PARTICIPATION (ATTACHMENT NO. 16 TO THE BID FORM) | √ | √ | √ | √ | √ |
| CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (ATTACHMENT NO. 17 TO THE BID FORM) | √ | √ | √ | √ | √ |
| FORM OF NON-COLLUSION AFFIDAVIT (ATTACHMENT NO. 18 TO THE BID FORM) | √ | √ | √ | √ | √ |
| BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 19 TO THE BID FORM) | *√ | √ | *√ | *√ | *√ |
| CERTIFICATION OF BUSINESS LOCATION (ATTACHMENT NO. 20 TO THE BID FORM) | √ | √ | √ | X | √ |
| CERTIFICATION OF BUSINESS LOCATION - GLADES SUBCONTRACTOR (ATTACHMENT NO. 20a TO THE BID FORM) | √ | √ | √ | *√ | √ |
| CERTIFICATION OF REASONABLE PRICE-CONTRACTOR/BIDDER (ATTACHMENT NO. 21 TO THE BID FORM) | √ | √ | √ | √ | √ |
| CERTIFICATION OF REASONABLE PRICE-MANUFACTUER (ATTACHMENT NO. 22 TO THE BID FORM) | √ | √ | √ | *√ | √ |

| BID FORM ATTACHMENTS | Itran Partners, Inc. | Hypower, Inc. | Solares Electrical Services, Inc. | Barnes & Powell Electrical Co., Inc. | H.L. Pruitt Corporation |
|--|----------------------|---------------|-----------------------------------|--------------------------------------|-------------------------|
| √ Indicates that form is submitted as required | | | | | |
| *√ Indicates that form is either not correct, incomplete, not dated, not signed, and/or Bid number is not included | | | | | |
| x requires additional information and/or not provided | | | | | |
| N/A Not applicable | | | | | |

Itran Partners, Inc.

SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A SBE OR W/MBE SUBCONTRACTOR (ATTACHMENT NO. 9 TO THE BID FORM)

Comment: Itran Partners, Inc.

Subcontractor's quote - not provided

BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 19 TO THE BID FORM)

Comment: Itran Partners, Inc.

Listed Superintendents resume does not show required experience

Detailed list of proposed equipment and specifications were not submitted as required per Item No. 14.

Hypower, Inc.

Comment: Hypower, Inc.
No Comments

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Solares Electrical Services, Inc.

SCHEDULE 2 - LETTER OF INTENT TO PERFORM AS A SBE OR W/MBE SUBCONTRACTOR (ATTACHMENT NO. 9 TO THE BID FORM)

COMMENT: Solares Electrical Services, Inc.
Solares lists themselves as a DBE Subcontractor while clearly their intent is to meet the DBE participation as the prime contractor w/UCP Certification.

PARTNERSHIP CERTIFICATE (ATTACHMENT NO. 6 TO THE BID FORM)

COMMENT: Solares Electrical Services, Inc.
Attachment No. 6 not provided

BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 19 TO THE BID FORM)

COMMENT: Solares Electrical Services, Inc.
Response listed under Item No. 14 does not constitute a complete detailed list of all proposed equipment and their specifications.

PARTNERSHIP CERTIFICATE (ATTACHMENT NO. 6 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Attachment No. 6 not provided

SCHEDULE 1 - LIST OF PROPOSED DBE SUBCONTRACTORS (ATTACHMENT NO. 8 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Does not meet the minimum DBE participation of 18% as detailed in Addendum No. 2,
Section 11.5.1.1

BIDDERS AND SUBCONTRACTORS INFORMATION (ATTACHMENT NO. 14 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Contractor missing the bidder only form

BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 19 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Failed to provide comprehensive list of proposed equipment and specifications for Item No.
14

CERTIFICATION OF BUSINESS LOCATION (ATTACHMENT NO. 20 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Attachment No. 20 not provided

CERTIFICATION OF BUSINESS LOCATION - GLADES SUBCONTRACTOR (ATTACHMENT NO. 20a TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Incorrect information, bidder listed themselves as a local business. Their business address is
not in Palm Beach County.

CERTIFICATION OF REASONABLE PRICE-MANUFACTURER (ATTACHMENT NO. 22 TO THE BID FORM)

COMMENT: Barnes & Powell Electrical Co., Inc.
Name of Bidder not listed

H.L. Pruitt Corporation

BID BOND (ATTACHMENT NO. 5 TO THE BID FORM)

COMMENT: H.L. Pruitt Corporation

Attachment No. 5 lists the total bid sum amount, instead of 5% required

SCHEDULE 1 - LIST OF PROPOSED DBE SUBCONTRACTORS (ATTACHMENT NO. 8 TO THE BID FORM)

COMMENT: H.L. Pruitt Corporation

Listed value of \$77,550.00 DBE participation is incorrect. The correct total value of DBE participation is \$71,150.00, meeting the minimum required 18% goal.

BIDDERS AND SUBCONTRACTORS INFORMATION (ATTACHMENT NO. 14 TO THE BID FORM)

COMMENT: H.L. Pruitt Corporation

Did not provide Attachment No. 14 for subcontractor

BIDDER QUALIFICATION QUESTIONNAIRE (ATTACHMENT NO. 19 TO THE BID FORM)

COMMENT: H.L. Pruitt Corporation

Listed Superintendents resume does not show required experience

Detailed list of proposed equipment and specifications were not submitted as required per Item No. 14.

SCHEDULE 6 - DBE SUBCONTRACTOR & SUPPLIER SOLICITATION SHEET (ATTACHMENT NO. 11 TO THE BID FORM)

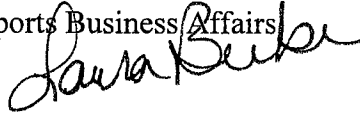
COMMENT: H.L. Pruitt Corporation

Attachment No. 11 not provided

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 11/15/2010

FROM: Laura Beebe, Deputy Director, Airports Business Affairs **Project #:** PB 11-3



Page/s: 1 / 6

RE: AIRFIELD LIGHTING CONTROL MONITORING SYSTEM (ALCMS)

Consultant: LPA Group
Project #: PB 11-3
Funding: FAA, Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 11/4/2010
DBE Goal: 18%

Bidders:

A. Itran Partners, Inc.

1895 Seward Ave
Naples, FL 34109
Contact Person: Clark Leaming
Telephone: (239) 566-2664
Fax: (239) 566-2969
Email:
Amount: \$355,685.00

= \$355,685.00

DBE Subcontractor(s):

| | | | |
|--|---------------------|--------------|--------|
| 1 B & E Electrical Supply. (BM) | Electrical Supplier | \$109,000.00 | 18.39% |
|--|---------------------|--------------|--------|

1307 N. Albany Ave
Tampa, FL 33607
Contact Person: Bernard Albury
Phone: (813) 251-6398
Fax: (813) 251-6521
Email: ericablbury@verizon.net

Total: \$65,400.00 18.39%

Comment: Subcontractor's quote was not included on Schedule 2 – Letter of Intent to Perform as DBE Subcontractor. As noted on Schedule 1, List of Subcontractors, the amounts listed on Schedule 1 must be supported by the subcontractor's prices included on Schedule 2 in order to be counted toward goal attainment.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 11/15/2010

FROM: Laura Beebe, Deputy Director, Airports Business Affairs **Project #:** PB 11-3

Page/s: 3/6

RE: AIRFIELD LIGHTING CONTROL MONITORING SYSTEM (ALCMS)

Consultant: LPA Group

Project #: PB 11-3

Funding: FAA, Local

AIP #

RFP/Bid Date 11/5/2010

DBE Goal: 18%

Bidders:

C. Barnes & Powell

PO Box 849

Elm City, NC 27822

Contact Person: William F. Bray

Telephone: (252) 236-3111

Fax: (252) 236-3117

Email:

Amount: \$389,730.00 =\$389,730.00

DBE Subcontractor(s):

1 Precision Contracting Services, Inc. (WF)

Fiber Optic

\$61,550.00

15.79%

311 W. Indiantown Road, Ste. 7

Jupiter, FL 33458

Contact Person: Cindy Boyd

Telephone: (561) 743-9737

Fax: (561) 843-0775

Email:

Total \$61,550.00 15.79%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 11/5/2010

FROM: Laura Beebe, Deputy Director, Airports Business Affairs

Project #: PB 11-3

Page/s: 4/ 6

RE: AIRFIELD LIGHTING CONTROL MONITORING SYSTEM (ALCMS)

Consultant: LPA Group
Project #: PB 11-3
Funding: FAA, Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 11/5/2010
DBE Goal: 18%

Bidders:

D. H. L. Pruitt Corp.

501 Wade Street
Winter Park, FL 32700
Contact Person: H.L. Pruitt
Telephone: (407) 327-3848
Fax: (407) 327-3756
Email:
Amount: \$395, 249.00

= \$395, 249.00

DBE Subcontractor(s):

| | | | | |
|-----------|--|-------------------|--------------|--------|
| 1 | Precision Contracting Services, Inc. (WF) 311 W. Indiantown Road, Ste. 7 Jupiter, FL 33458 Contact Person: Cindy Boyd Telephone: (561) 743-9737 Fax: (561) 843-0775 Email: | Fiber Optic Cable | \$61, 550.00 | 15.57% |
| 2. | Reich Construction (WF) 7503 124 th Ave Largo, FL 33779 Contact Person: Mary-Irene Reich Telephone: (727) 531-1378 Fax: (727) 531-1089 Email: mir713@verizon.net | Material Supplier | \$16, 000.00 | 2.43% |

Total: \$71,150.00 18.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 11/15/2010

FROM: Laura Beebe, Deputy Director, Airports Business Affairs

Project #: PB 11-3

Page/s: 5/6

RE: AIRFIELD LIGHTING CONTROL MONITORING SYSTEM (ALCMS)

Consultant: LPA Group
Project #: PB 11-3
Funding: FAA, Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 11/4/2010
DBE Goal: 18%

Bidders:

E. Solares Electrical Services.
10421 NW 28th Street No D105
Miami, FL 33172
Contact Person: Andres Solares
Telephone: (305) 717-6184
Fax: (305) 715-7047
Email: asolares@solareselectrical.com

Amount: \$450,990.00 = \$450,990.00

DBE Subcontractor(s):

| | | | | |
|----------|--|-----------------------|--------------|--------|
| 1 | Solares Electrical Services | Electrical Contractor | \$399,375.00 | 88.56% |
| | 10421 NW 28 th Street No D105 Miami, FL 33172 Contact Person: Andres Solares Telephone: (305) 717-6184 Fax: (305) 715-7047 Email: asolares@solareselectrical.com | | | |

Total \$399,375.00 88.56%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs **Date:** 11/15/2010

FROM: Laura Beebe, Deputy Director, Airports Business Affairs **Project #:** PB 11-3

Page/s: 6/6

RE: AIRFIELD LIGHTING CONTROL MONITORING SYSTEM (ALCMS)

Consultant: LPA Group
Project #: PB 11-3
Funding: FAA, Local
AIP # 3-12-0085-053-2010
RFP/Bid Date 11/4/2010
SBE Goal: 18%

Comments:

The apparent low bidder, Itran Partners, Inc., is non-responsive to the DBE requirements. The second lowest bidder is Hypower, Inc. Hypower, Inc., is responsive to the DBE requirements with a proposed 22.50% DBE participation.

Section 11.5.2.1 of the bid documents provides, in part: "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 bid does not exceed the low bid amount by ten percent (10%)."