

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 7, 2025	☒ Consent	☐ Regular
	☐ Workshop	☐ Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Hypower, LLC (Hypower) in the amount of \$393,353 with a project duration of 210 calendar days for the Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45) Automated Weather Observation System (AWOS) Replacement Project (Project).

Summary: The Project was advertised on May 5, 2025, utilizing the County's competitive bid process. On June 18, 2025, four (4) bids were received for the Project. Hypower, a Broward County, Florida company, was the lowest responsible, responsive bidder in the amount of \$393,353. The Project provides for the replacement of the AWOS equipment at LNA and F45. The Disadvantaged Business Enterprise (DBE) participation for this Project is 0%. Although DBE participation was encouraged, a mandatory DBE goal was not established for this Project.

Countywide (AH)

Background and Justification: The existing AWOS at LNA and F45 are at the end of their useful life and require replacement. Automated weather reports transmitted by this equipment provide pilots with periodic weather information, which aids in pilot decision making and increases safety.

- Attachments:**
- 1. Three (3) Original Contracts with Hypower
 - 2. Bid Tabulation/Engineers
 - 3. Project Manual

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Recommended By:		9/12/25
	Department Director	Date
Approved By:		9/23/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	<u>\$230,712</u>				
Operating Costs					
External Revenues (Grants)	<u>(\$219,176)</u>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$11,536</u>				

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in the Current Budget?	Yes	<u>X</u>	No	
Does this item include the use of federal funds	Yes	<u>X</u>	No	
Does this item include the use of state funds?	Yes	<u>X</u>	No	

Budget Account No: Fund 4111 Department 121 Unit A492-20 Object 6505

Reporting Category _____

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

Approval of this item provides funding for the Project amount of \$230,712. Partial funding is currently in the budget.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 9/15/2025
OFMB
KK 9/15

[Signature] 9/17/25
Contract Dev. and Control
26 9.17.25

B. Legal Sufficiency:

Anne Helgen 9/22/25
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Contract with Hypower, LLC.
Palm Beach County Project DOA 25-5
LNA and F45 AWOS Replacement
Palm Beach County Department of Airports

Contract with Hypower, LLC.
DOA 25-5
LNA & F45 AWOS Replacement

Attachment No. 1:
Three (3) Original Contracts with Hypower, LLC

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, LLC**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**LNA And F45 AWOS Replacement
Palm Beach County Department of Airports
PALM BEACH COUNTY PROJECT No. DOA 25-5**

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 10, 2025.
- Completed Bond, Surety and Insurance Forms, dated June 4, 2025.
- Specifications, dated May 5, 2025.
- General Provisions, dated May 2025.
- Special Provisions, dated May 2025.
- Addendum 1, dated May 23, 2025.
- Addendum 2, dated June 4, 2025.
- Addendum 3, dated June 10, 2025.
- Addendum 4, dated June 11, 2025.
- Drawings, dated May 4, 2025.
- Completed Bid and Attachments, dated June 18, 2025.

Nongovernmental Entity Human Trafficking Affidavit, executed by the Contractor. The Contractor hereby warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes

and to accept as full compensation for the satisfactory performance of this Contract the sum of **THREE HUNDRED NINETY THREE THOUSAND THREE HUNDRED FIFTY THREE DOLLARS and 00/100 CENTS (\$393, 353.00)** which includes the **Total Bid Amount, Base Bid** for **LNA and F45 AWOS Replacement at Palm Beach County Park Airport and North Palm Beach County General Aviation Airport.**

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

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

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

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

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 County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
MICHAEL A. CARUSSO, CLERK of the
CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

[Signature]
Director, Department of Airports

"CONTRACTOR"

[Signature]
(witness signature)

Pierre Francoeur
(witness name printed)

[Signature]
(witness signature)

LOGAN MALCOLM
(witness name printed)

By Hypower, LLC
(Corporate Name)

a DELAWARE corporation
(insert state of corporation)

By *[Signature]*
(signatory)

Raymond McCorker
(print signatory's name)

Its CEO
(print title)

(Corporate Seal)



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CONTRACT PERFORMANCE BOND

BOND NUMBER: DSP0001401

BOND AMOUNT: Three Hundred Ninety-Three Thousand Three Hundred Fifty-Three and No/100 Dollars (\$393,353.00)

CONTRACT AMOUNT: Three Hundred Ninety-Three Thousand Three Hundred Fifty-Three and No/100 Dollars (\$393,353.00)

CONTRACTOR'S NAME: HYPOWER, LLC

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

CONTRACTOR'S PHONE: 888-978-9300

SURETY COMPANY: AMERICAN SURETY COMPANY

SURETY'S ADDRESS: 201 East 5th Street, 12th Floor
Cincinnati, OH 45202

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: Complete replacement of the existing Automated Weather Observing System (AWOS) IIPT Equipment with new Equipment at Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45).

PROJECT LOCATION: Palm Beach County Park Airport
2633 Lantana Rd.
Lake Worth, Florida 33462

North Palm Beach County General Aviation Airport
11600 Aviation Road
West Palm Beach, Florida 33412

LEGAL DESCRIPTION: PCN 00 43 44 31 00 006 0010, PCN 00 41 42 01 00 000 5020

Federal Front End Documents
LNA And F45 AWOS Replacement
Palm Beach County Department of Airports

Contract Documents v 010422
May 2025

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **THREE HUNDRED NINETY THREE THOUSAND THREE HUNDRED FIFTY THREE DOLLARS and 00/100 CENTS (\$393,353.00) which includes the Total Bid Amount, 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: **LNA And F45 AWOS Replacement**

Project No.: **DOA 25-5**

Project Description: Complete replacement of the existing Automated Weather Observing System (AWOS) IIPT Equipment with new Equipment at Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45).

Project Location: Palm Beach County Park Airport
2633 Lantana Rd.
Lake Worth, Florida 33462

North Palm Beach County General Aviation Airport
11600 Aviation Road
West Palm Beach, Florida 33412

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: AECOM
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway
Tampa, FL 33607
PHONE: 813-286-1711
FAX: N/A

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 LNA and F45 AWOS Replacement at Palm Beach County Park Airport and North Palm Beach County General Aviation Airport, Contract No. DOA 25-5 _____, the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. 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.

Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

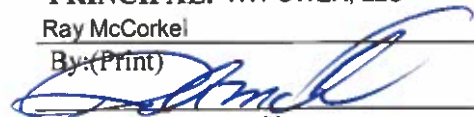


Witness for the Principal
TAMIKA WILLIAMS, WITNESS

PRINCIPAL: HYPOWER, LLC

Ray McCorkel

By: (Print)



Signature

CEO

Title

(SEAL)

Address:

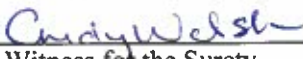
5913 NW 31st Avenue

Fort Lauderdale, FL 33309

SURETY AMERICAN SURETY COMPANY

Elizabeth P. Cervini

By: (Print)



Witness for the Surety
Cindy Walsh, Witness



Signature

Attorney-in-Fact

Title

Seal

Address

201 East 5th Street, 12th Floor

Cincinnati, OH 45202

CONTRACT PAYMENT BOND

BOND NUMBER: DSP0001401

BOND AMOUNT: Three Hundred Ninety-Three Thousand Three Hundred Fifty-Three and No/100 Dollars (\$393,353.00)

CONTRACT AMOUNT: Three Hundred Ninety-Three Thousand Three Hundred Fifty-Three and No/100 Dollars (\$393,353.00)

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Fort Lauderdale, FL 33309

CONTRACTOR'S PHONE: 888-978-9300

SURETY COMPANY: AMERICAN SURETY COMPANY

SURETY'S ADDRESS: 201 East 5th Street, 12th Floor
Cincinnati, OH 45202

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
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West Palm Beach, Florida 33412

LEGAL DESCRIPTION: PCN 00 43 44 31 00 006 0010, PCN 00 41 42 01 00 000 5020

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

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

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Project Name: **LNA And F45 AWOS Replacement**

Project No.: **DOA 25-5**

Project Description: Complete replacement of the existing Automated Weather Observing System (AWOS) IIPT Equipment with new Equipment at Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45).

Project Location: Palm Beach County Park Airport
2633 Lantana Rd.
Lake Worth, Florida 33462

North Palm Beach County General Aviation Airport
11600 Aviation Road
West Palm Beach, Florida 33412

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: AECOM
LOCATION OF FIRM: 7650 West Courtney Campbell Causeway
Tampa, FL 33607
PHONE: 813-675-6561
FAX: N/A

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. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 20____ between Principal and County for the construction of LNA and F45 AWOS Replacement at Palm Beach County Park Airport and North Palm Beach County General Aviation Airport, Contract No. DOA 25-5 _____, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

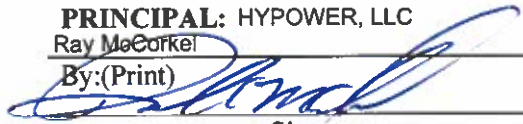
Then this bond is void; otherwise, it remains in full force.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

See Sections 255.05(2) and 255.05(10), Florida Statutes as amended for the notice and time limitations for claimants.



Witness for the Principal
TAMIKA WILLIAMS, WITNESS

PRINCIPAL: HYPOWER, LLC
Ray McCorkel
By: (Print) _____


Signature

CEO Title

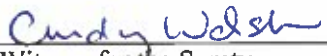
(SEAL)

Address:
5913 NW 31st Avenue

Fort Lauderdale, FL 33309

SURETY AMERICAN SURETY COMPANY
Elizabeth P. Cervini
By: (Print) _____


Signature



Witness for the Surety
Cindy Walsh, Witness

Attorney-in-Fact Title

Seal

Address
201 East 5th Street, 12th Floor

Cincinnati, OH 45202

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 10

POWER OF ATTORNEY

Know All Men by These Presents: That American Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Melissa Joy Hinde, Jonathan F. Black, Elizabeth Parke Cervini, James Michael DiSciullo, Matthew J. Rosenberg, John English Rosenberg, David C. Rosenberg, Elizabeth Beatrice Pendleton, Julia Rose Burnet, Eric Dubuque	All of Wayne, PA	\$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the American Surety Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: _____

Robert Kuzloski, Secretary



By: _____

Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of American Surety Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and the he signed his name thereto by like authority.



PATRICK J. DEMMER
 Notary Public, State of Ohio
 Commission #: 2023-RE-061396
 My Commission Expires 03-20-28

Patrick J. Demmer, Notary Public
 State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of American Surety Company by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of American Surety Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this _____ day of _____, _____.



Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.



American Surety Company
201 East 5th Street, 12th Floor
Cincinnati, OH 45202

Financial Statement

	June 30, 2024
Admitted Assets	
BONDS	5,403,925
STOCKS	452,814,615
CASH	6,119,958
CASH AND INVESTED ASSETS	464,338,498
INVESTMENT INCOME DUE AND ACCRUED	134,602
PREMIUMS AND AGENT BALANCES IN THE COURSE OF COLLECTION	919,202
OTHER ASSETS	273,545
TOTAL ADMITTED ASSETS	465,665,847
Liabilities	
UNEARNED PREMIUM	1,863,133
LOSSES AND LOSS ADJUSTMENT EXPENSES	1,267,734
RESERVE FOR TAXES	350,938
OTHER LIABILITIES	1,209,071
TOTAL LIABILITIES	4,690,876
Capital and Surplus	
COMMON CAPITAL STOCK	2,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	457,964,615
UNASSIGNED FUNDS	1,182,512
LESS: TREASURY STOCK	(672,156)
TOTAL CAPITAL AND SURPLUS	460,974,971
TOTAL LIABILITIES, CAPITAL AND SURPLUS	465,665,847

STATE OF INDIANA COUNTY OF HAMILTON

I, Paul J. Longstreth, Chief Financial Officer of American Surety Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of June 30, 2024, prepared in conformity with the accounting practices prescribed or permitted by the Indiana Department of Insurance.

Sworn before me this September 24th, 2024



Chief Financial Officer



Notary Public

October 4th, 2028
My commission expires



LIMITED LIABILITY COMPANY CERTIFICATE

PBC PROJECT NUMBER: DOA 25-5

DATE: July 30th, 2025

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

1. That he/she is the Manager of Hypower, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware hereinafter referred to as the "LLC", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Managers of the LLC as the 7th day of April, 20 22, in accordance with the laws of the State of the state of organization of the LLC, the Operating Agreement of the LLC.

RESOLVED, that the LLC shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the LLC, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Raymond McCorkel (name), the CEO (title) of the LLC, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the LLC to fulfill its obligations under the Agreement.

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

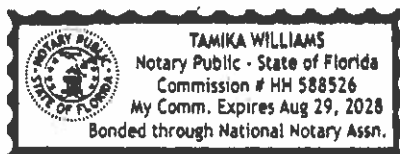
3. That the LLC is in good standing under the laws of the State of Florida or its state of organization, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand the 30th day of July, 20 25.


(Signature)

Raymond McCorkel
(Print Signatory's name
Its Manager)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this 30th day of July, 20 25 by the Manager of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.




(Notary Signature)
TAMIKA WILLIAMS
(Print Notary's Name) NOTARY PUBLIC
State of FLORIDA at Large
My Commission Expires:
August 29, 2028

FORM OF GUARANTEE

Bond No. DSP0001401

GUARANTEE FOR HYPOWER, LLC

We, the undersigned, hereby guarantee that the **LNA And F45 AWOS Replacement at Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45)**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTORHYPOWER, LLC

(Contractor Name) (Seal)

By: 
(Contractor Signature)

Ray McCorkel, CEO

(Print Name and Title)

SURETYAMERICAN SURETY COMPANY

(Surety Name) (Seal)

By: 
(Surety Signature)

Elizabeth P. Cervini, Attorney-in-FactJuly 30, 2025

(Print Name and Title)

***Guarantee Must Contain Original Signatures
No Copies will be accepted.***

SURETY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CHESTER

On this 30th day of July in the year 2025
, before me, Jonathan F. Black, a Notary
Public in and for said County and State, residing therein, duly commissioned and sworn,
personally appeared Elizabeth P. Cervini, known to me to be the duly
authorized Attorney-in-Fact of the American Surety Company
and the same person whose name is
subscribed to the within instrument as the Attorney-in-Fact of said Company, and the
said Elizabeth P. Cervini duly acknowledged to me that she subscribed
the name of the American Surety Company
thereto as Surety and her own name as Attorney-in-
Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this Certificate first above written.


Jonathan F. Black
Notary Public in and for
County of Chester
Commonwealth of Pennsylvania

Commonwealth of Pennsylvania - Notary Seal
JONATHAN F. BLACK, Notary Public
Chester County
My Commission Expires August 25, 2026
Commission Number 1257207

AMERICAN SURETY COMPANY
Administrative Office: 201 E. 5th Street, Cincinnati, Ohio 45202

The number of persons authorized by this power of attorney is not more than 10.

POWER OF ATTORNEY

Know All Men by These Presents: That American Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Indiana, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Melissa Joy Hinde, Jonathan F. Black, Elizabeth Parke Cervini, James Michael DiSciullo, Matthew J. Rosenberg, John English Rosenberg, David C. Rosenberg, Elizabeth Beatrice Pendleton, Julia Rose Burnet, Eric Dubuque	All of Wayne, PA	\$ 25,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the American Surety Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7th day of October, 2024.

ATTEST:

By: 
 Robert Kuzloski, Secretary



By: 
 Timothy D. Martin, President

STATE OF OHIO, COUNTY OF HAMILTON – ss:

On this 7th day of October, 2024 before me, personally appeared Timothy D. Martin, to me known, being duly sworn, deposes and says that he is the President of American Surety Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



PATRICK J. DEMMER
 Notary Public, State of Ohio
 Commission #: 2023-RE-661396
 My Commission Expires 03-20-28


 Patrick J. Demmer, Notary Public
 State of Ohio

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of American Surety Company by unanimous written consent effective October 2, 2024.

RESOLVED: That the President be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of the President and any Secretary or Assistant Secretary of the Company may be affixed by electronic means to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Robert Kuzloski, Secretary of American Surety Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors effective October 2, 2024 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of July, 2025.




 Robert Kuzloski, Secretary

This Power of Attorney is not effective unless a Bond Number or the word "Bid" is stated above.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: Congressional District, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): "No Lobbying Activities"	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: ☐ Yes ☒ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Raymond McCorkel</u> Title: <u>Executive Chief Officer</u> Telephone No.: <u>888-978-9300</u> Date: <u>07/30/2025</u>		
Federal Use Only:		

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

This disclosure form shall be completed by the reporting entity, whether subawardee or 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-LLLA 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 reporting 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 organizational 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 (RFP) 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 officials. 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-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated 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, DC 20503.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Hypower, LLC
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**


(signature of officer or representative)

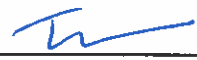
Raymond McCorkel
(printed name of officer or representative)

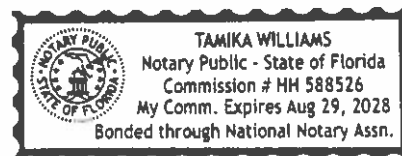
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 30th day of JULY, 2025, by Raymond McCorkel.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires: August 29, 2028
State of Florida at large



(Notary Seal)

Contract with Hypower, LLC.
Palm Beach County Project DOA 25-5
LNA and F45 AWOS Replacement
Palm Beach County Department of Airports

Contract with Hypower, LLC.
DOA 25-5
LNA & F45 AWOS Replacement

Signatory Information





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

HYPOWER, LLC

Filing Information

Document Number	M22000005449
FEI/EIN Number	88-0271249
Date Filed	04/08/2022
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/31/2025
Event Effective Date	NONE

Principal Address

5913 NW 31st Ave
Fort Lauderdale, FL 33309

Changed: 01/22/2025

Mailing Address

5913 NW 31st Ave
Fort Lauderdale, FL 33309

Changed: 01/22/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 08/09/2022

Address Changed: 08/09/2022

Authorized Person(s) Detail

Name & Address

Title MGR

MCCORKEL, RAYMOND
5913 NW 31st Ave
Fort Lauderdale, FL 33309

Title MGR

WORRELL, KEVIN
5913 NW 31st Ave
Fort Lauderdale, FL 33309

Title MGR

JOHNSON, ADAM
5913 NW 31st Ave
Fort Lauderdale, FL 33309

Title MGR

CARATTOZZOLO, ZACHARY
5913 NW 31st Ave
Fort Lauderdale, FL 33309

Annual Reports

Report Year	Filed Date
2023	02/27/2023
2024	02/21/2024
2025	01/22/2025

Document Images

03/31/2025 -- LC Amendment	View image in PDF format
01/22/2025 -- ANNUAL REPORT	View image in PDF format
07/17/2024 -- LC Amendment	View image in PDF format
02/21/2024 -- ANNUAL REPORT	View image in PDF format
02/27/2023 -- ANNUAL REPORT	View image in PDF format
08/09/2022 -- CORLCRACHG	View image in PDF format
04/08/2022 -- Foreign Limited	View image in PDF format

Contract with Hypower, LLC.
Palm Beach County Project DOA 25-5
LNA and F45 AWOS Replacement
Palm Beach County Department of Airports

Contract with Hypower, LLC.
DOA 25-5
LNA & F45 AWOS Replacement

Certificate of Insurance





Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003261	HYPPOWER, LLC	Modified	Compliant						
		Ag , XV	National Fire Insurance Company of Hartford	7064132626	5/1/2025	5/1/2026	Auto Liability	DOA 25-5	LNA and F45 AWOS Replacement
		Ag , XV	The Continental Insurance Company	7064132643	5/1/2025	5/1/2026	Excess Liability		
		Ag , XV	National Fire Insurance Company of Hartford	7064132612	5/1/2025	5/1/2026	General Liability		
		A+g , XV	Steadfast Insurance Company	EOC429525405	5/1/2025	5/1/2026	Pollution Liability		
		Ag , XV	Valley Forge Insurance Company	764132657	5/1/2025	5/1/2026	Workers Comp		

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2025

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown Insurance Services, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Jim Murphy PHONE (A/C, No, Ext): (954) 776-2222 E-MAIL ADDRESS: 053.certs@bbrown.com FAX (A/C, No): (954) 776-4446													
INSURED Hypower, LLC 5913 NW 31st Avenue Fort Lauderdale FL 33309		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: National Fire Insurance Company of Hartford</td><td>NAIC # 20478</td></tr><tr><td>INSURER B: The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D: Steadfast Insurance Company</td><td>26387</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: National Fire Insurance Company of Hartford	NAIC # 20478	INSURER B: The Continental Insurance Company	35289	INSURER C: Valley Forge Insurance Company	20508	INSURER D: Steadfast Insurance Company	26387	INSURER E:		INSURER F:	
INSURER A: National Fire Insurance Company of Hartford	NAIC # 20478														
INSURER B: The Continental Insurance Company	35289														
INSURER C: Valley Forge Insurance Company	20508														
INSURER D: Steadfast Insurance Company	26387														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 25-26 with Prof/Poli **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	7064132612	05/01/2025	05/01/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Employee Benefits	\$ 1,000,000
	EACH OCCURRENCE	\$ 2,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
	MED EXP (Any one person)	\$ 15,000																			
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
Employee Benefits	\$ 1,000,000																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7064132626	05/01/2025	05/01/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7064132643	05/01/2025	05/01/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
	EACH OCCURRENCE	\$ 10,000,000																			
	AGGREGATE	\$ 10,000,000																			
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	764132657	05/01/2025	05/01/2026	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
	☒ PER STATUTE ☐ OTH-ER																				
	E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	Professional Liability Contractors Pollution Liability			EOC429525405	05/01/2025	05/01/2026	<table border="1"><tr><td>Per Claim/Aggregate</td><td>\$10M/\$10M</td></tr><tr><td>Per Claim/Aggregate</td><td>\$10M/\$10M</td></tr></table>	Per Claim/Aggregate	\$10M/\$10M	Per Claim/Aggregate	\$10M/\$10M										
	Per Claim/Aggregate	\$10M/\$10M																			
Per Claim/Aggregate	\$10M/\$10M																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Full Holder Name: Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports

Project Name: LNA an F45 AWOS Replacement

Project Number : DOA 25-5

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are additional insured with respect to General Liability and Auto Liability if required by written contract. Waiver of subrogation applies to the additional insured with respect

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners c/o
Full Name in Description 846 P
alm Bch International Airport
West Palm Beach FL 33406

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

AGENCY CUSTOMER ID: 00506423

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown Insurance Services, Inc.		NAMED INSURED Hypower, LLC.	
POLICY NUMBER 		EFFECTIVE DATE: 	
CARRIER 	NAIC CODE 		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

to General Liability, Auto Liability and Workers Compensation. 30 day notice of cancellation applies, except for 10 days for non-payment. Umbrella follows form over the General Liability, Auto Liability and Workers Compensation.

Additional Named Insureds

Other Named Insureds

Hypower Electrical Services, Inc.

Corporation, Additional Named Insured

Hypower, Inc.

Corporation, Additional Named Insured

Attachment No. 2:
Bid Tabulation/Engineers



PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Maria G. Marino, Mayor
Sara Baxter, Vice Mayor
Gregg K. Weiss
Joel G. Flores
Marc Woodward
Maria Sachs
Bobby Powell Jr



INTERIM COUNTY
ADMINISTRATOR
Todd J. Bonlarron
DEPARTMENT OF AIRPORTS

Based on the review by Palm Beach County Department of Airports
(Exhibits A & B), it is our intent to recommend the award of the
contract to **Hypower, LLC** for the below listed project:

**Palm Beach County Department of Airports
LNA and F45 AWOS Replacement
Palm Beach County Project No. DOA 25-5
Palm Beach County Department of Airports**

Total Bid Amount, Base Bid: \$393,353.00

**Lauren Scott, Deputy Director
Palm Beach County Department of Airports**

Dated: June 30, 2025

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7400 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 Employer"



June 23, 2025

Lauren Scott, AAE, ACE
 Deputy Director Planning & Development
 Palm Beach County Department of Airports
 846 Palm Beach International Airport
 West Palm Beach, Florida 33406-1470

RE: PBC Project No. DOA 25-5
 LNA and F45 AWOS Replacement
 Palm Beach County - Department of Airports
 Bid Tabulation and Contract Award Recommendation

Lauren:

AECOM Technical Services, Inc. (AECOM) has reviewed the Bid proposals submitted for the LNA and F45 AWOS Replacement project. The established deadline for submission of bids was June 18, 2025, at 2:00PM. The Bid Opening was conducted immediately thereafter the deadline.

A total of Four (4) bids were received by the following Contractors: Hypower, LLC, H.L. Pruitt Corporation, Trinity Electrical Services, LLC, and Eau Galle Electric. The Bid Documents were presented as a Base Bid only for the AWOS Replacement at Palm Beach County Park Airport (LNA) and North Palm Beach County General Aviation Airport (F45). The submitted bid totals along with the Engineer's Estimate are presented in the table below:

BIDDER	TOTAL BID PRICE
Hypower, LLC	\$ 393, 353.00
H. L. Pruitt Corp	\$ 419,933.00
Trinity Electrical Service, LLC	\$ 541,895.00
EAU Galle Electric	\$ 505, 000.00
<i>Engineer's Estimate</i>	<i>\$ 390,500.00</i>

AECOM's review of the bids showed the following:

- Hypower, LLC., the lowest bidder, provided the completed Bid Form, including acknowledgment of all addenda (4) and all required attachments per the Instructions to Bidders. Hypower provided a current General Contractor's License and as the prime contractor did not list any subcontractors. Hypower stated they will perform 100% of the work under this contract. The Bid Price Form was calculated correctly and AECOM's review found no unbalanced line item pricing. AECOM finds the bid submitted by Hypower LLC to be responsive.
- H.L. Pruitt provided the completed Bid Form, including acknowledgment of all addenda (4) and all required attachments per the Instructions to Bidders. H.L. Pruitt provided a current General Contractor's License and as the prime contractor will perform 30.4% of the work. The Bid Price Form was calculated correctly and AECOM's review found no unbalanced line item pricing. AECOM finds the bid submitted by H.L. Pruitt Corp. to be responsive.

- Trinnity Electrical Services, LLC provided the completed the Bid Form, including acknowledgment of all addenda (4) and all required attachments per the Instructions to Bidders. Trinnity provided a current Electrical Contractor's License and as the prime contractor did not list any subcontractors. Trinnity stated they will perform 100% of the work under this contract. The Bid Price Form was calculated correctly and AECOM found no unbalanced line item pricing. AECOM finds the bid submitted by Trinnity Electrical Services, LLC to be responsive.
- Eau Galle Electric provided the completed Bid Form, including acknowledgment of all addenda (4). Eau Galle did not submit all required attachments as required per the Instructions to Bidders. Eau Galle did not submit Schedule 6/6A, Prime and Subcontractor Bidders/Proposers List (Attachment No. 11) and the Safety Plan Compliance Document (SPCD) Certification (Attachment No 20). Trinnity provided a current General Contractor's License and as the prime contractor, Trinnity will perform 34.5% of the work under this contract. The Bid Price Form was calculated correctly and AECOM found no unbalanced line item pricing, however AECOM considers the bid submitted by Eau Galle non-responsive due to the missing attachments as required per the Instructions to Bidders Sections 5.2 and 11.4(d).

Each Bidder provided a list of previous projects validating their qualifications, capabilities, and experience with their Bid. Hypower, the lowest bidder, and H.L. Pruitt both have previous experience working on similar airfield projects for the DOA. AECOM is familiar with the capabilities of Hypower, H.L. Pruitt as well as Trinnity Electrical Services.

Based on the evaluation of the bidder's qualifications, and the bids submitted, AECOM recommends the PBC DOA award this DOA 25-5, LNA and F45 AWOS Replacement contract to Hypower, LLC, the lowest responsive bidder contingent on the Palm Beach County Legal review of the bid documents. The Bid Tabulation and the Bid Review Checklist for all bidders are attached to this notice.

If you have any questions, please feel free to contact me. We would be pleased to address any issues at your convenience.

Sincerely,
AECOM Technical Services, Inc.



Clint Martin, PE

enclosures: Bid Tabulation
Bid Review Checklist

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
DOA 25-5 - LNA AND F45 AWOS REPLACEMENT
BID TABULATION
Bid Opening: June 18, 2025

BID NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	ENGINEERS ESTIMATE			HYPOWER LLC			H.L. PRUITT CORP.			TRINITY ELECTRICAL SERVICES, LLC			EAU GALLE ELECTRIC		
					UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
1	01030-1	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	LS	1	\$15,000	\$ 15,000.00		\$14,353	\$ 14,353.00		\$2,500	\$ 2,500.00		\$4,500	\$ 4,500.00		\$2,365	\$ 2,365.00	
2	C-105-6.1	MOBILIZATION	LS	1	\$35,500	\$ 35,500.00		\$39,000	\$ 39,000.00		\$30,000	\$ 30,000.00		\$50,000	\$ 50,000.00		\$49,635	\$ 49,635.00	
3	L-126-5.1	LNA REPLACE EXISTING AWOS IIPT EQUIPMENT, COMPLETE IN PLACE	LS	1	\$190,000	\$ 190,000.00		\$170,000	\$ 170,000.00		\$206,217	\$ 206,217.00		\$225,970	\$ 225,970.00		\$223,000	\$ 223,000.00	
4	L-126-5.2	F45 REPLACE EXISTING AWOS IIPT EQUIPMENT, COMPLETE IN PLACE	LS	1	\$150,000	\$ 150,000.00		\$170,000	\$ 170,000.00		\$181,216	\$ 181,216.00		\$231,425	\$ 231,425.00		\$220,000	\$ 220,000.00	
		TOTAL				\$ 390,500.00			\$ 392,353.00			\$ 419,933.00			\$ 541,895.00			\$ 605,000.00	
								SUBMITTED	\$ 392,353.00		SUBMITTED	\$ 419,933.00		SUBMITTED	\$ 541,895.00		SUBMITTED	\$ 605,000.00	
								DIFFERENCE	\$ -		DIFFERENCE	\$ -		DIFFERENCE	\$ -		DIFFERENCE	\$ -	

Description	HYPower, LLC	H.L. PRUITT CORP.	TRINITY ELECTRICAL SERVICES, LLC	EAU GALLE ELECTRIC
ACKNOWLEDGEMENT OF ADDENDUM NO. 1 THROUGH 4	✓	✓		✓
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. 6a To The Bid Form)	N/A	N/A	N/A	N/A
LIMITED LIABILITY COMPANY CERTIFICATE (Attachment No. 6b To The Bid Form)	✓	N/A	✓	N/A
STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (Attachment No. 7 To The Bid Form)	✓	✓	✓	✓
These Sections to be reviewed by the Palm Beach County Department of Airports.				
SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 To The Bid Form)				
SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (Attachment No. 9 To The Bid Form)				
SCHEDULE 2.1 DBE REGULAR DEALER/DISTRIBUTOR FORM (Attachment No. 9a To The Bid Form)				
SCHEDULE 3 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL				
SCHEDULE 6/6A PRIME AND SUBCONTRACTOR BIDDER/PROPOSERS LIST (Attachment No. 11 To The Bid Form)	✓	✓	✓	✓
NOTICE TO OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES (Attachment No. 12 To The Bid Form)	✓	✓	✓	✓
TRENCH SAFETY AFFIDAVIT (Attachment No. 13 To The Bid Form)	✓	✓	✓	✓
BUY AMERICAN CERTIFICATE – Non-Building (Attachment No. 14 To The Bid Form)	✓	✓	✓	✓
CERTIFICATION REGARDING FOREIGN PARTICIPATION (Attachment No. 15 To The Bid Form)	✓	✓	✓	✓
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (Attachment No. 16 To The Bid Form)	✓	✓	✓	✓
FORM OF NONCOLLUSION AFFIDAVIT (Attachment No. 17 To Bid Form)	✓	✓	✓	✓
BIDDER QUALIFICATION QUESTIONNAIRE (Attachment No. 18 To Bid Form)	✓	✓	✓	✓
EVERIFICATION CERTIFICATION (Attachment No. 19 To Bid Form)	✓	✓	✓	✓
SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION (Attach No 20. to Bid Form)	✓	✓	✓	✓
CONTRACTOR'S COUNTRIES OF CONCERN AFFIDAVIT (Attach No 21. to Bid Form)	✓	✓	✓	✓
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (Attach No. 22 to Bid Form)	✓	✓	✓	✓