

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ 345,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	\$(255,671)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 89,329	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund 4111 Department 121 Unit A275 Object 6504
 Reporting Category _____

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

Approval of this item results in new capital expenditures of \$345,000; this amount is comprised of \$298,355 for the construction contract plus \$46,645 in contingency funds (to be spent only if necessary). Funding sources consist of grant revenues of \$255,671 and local funding of \$89,329, including a transfer from reserves.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

[Signature] 9/22/09
 OFMB
 9/22/09

[Signature] 9/21/09
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 9/23/09
 Assistant County Attorney

This Contract complies with our contract review requirements.
 The work is to be completed 179 days after Notice to Proceed.

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 **Hi-Lite Markings, Inc.** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Runway Designation Remarkings & Airfield Signage
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. 09-11**

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 July 2009.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated July 2009.
- General Provisions, dated July 2009.
- Special Provisions, dated July 2009.
- Addendum No. 1, dated July 31, 2009.
- Addendum No. 2, dated August 3, 2009.
- Drawings, dated July 2009.
- Completed Bid and Attachments, dated August 6, 2009.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Hundred Ninety Eight Thousand Three Hundred Fifty Four and 80/100 Dollars (\$ 298,354.80) Total Base Bid**, for **Runway Designation Remarkings and Airfield Signage at Palm Beach International Airport**.

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

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

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

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

Utilization of Disadvantaged Business Enterprises

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

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

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

ATTEST: SHARON R. BOCK, Clerk &
Comptroller

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

BY: _____
Deputy Clerk
(SEAL)

BY: _____
Chairman

ATTEST: Kelly J. Spinner

CONTRACTOR Hi-Lite Markings, Inc.

BY: [Signature]
Secretary

BY: Richard C. McNeely III

TITLE: Vice President/GM

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: [Signature]
Director of Airports

BY: _____
County Attorney

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PUBLIC CONSTRUCTION BOND

BOND NUMBER: 1858529

BOND AMOUNT: Two hundred ninety eight thousand three hundred fifty four and 80/100 dollars (\$298,354.80)

CONTRACT AMOUNT: Two hundred ninety eight thousand three hundred fifty four and 80/100 dollars (\$298,354.80)

CONTRACTOR'S NAME: Hi-Lite Markings, Inc.

CONTRACTOR'S ADDRESS: 18249 Hi-Lite Drive
Adams Center, NY 13606

CONTRACTOR'S PHONE: (315) 583-6111

SURETY COMPANY: The Hanover Insurance Company

SURETY'S ADDRESS: 440 Lincoln Street
Worcester, MA 01653

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 846 Palm Beach International Airport
West Palm Beach, FL 33406

OWNER'S PHONE: (561) 471-7412

DESCRIPTION OF WORK: Project consists of runway designation remarking, vertical hold sign modifications and surface painted hold sign and taxiway location markings. The project includes 59,150 square feet of pavement markings and 60 sign modifications. The Contractor will be responsible for conforming to FAA specifications.

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

LEGAL DESCRIPTION:
Palm Beach County Project No. PB-90-11
Runway Designation Remarking & Airfield Signage

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 **Two Hundred Ninety Eight Thousand Three Hundred Fifty Four and 80/100 Dollars (\$298,354.80) 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: **Runway Designation Remarketing & Airfield Signage**

Project No.: **09-11**

Project Description: Project consists of runway designation remarketing, vertical hold sign modifications and surface painted hold sign and taxiway location markings. The project includes 59,150 square feet of pavement markings and 60 sign modifications. The Contractor will be responsible for conforming to FAA specifications.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

THE LPA GROUP INC.
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 design and construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

Runway Designation Remarketing & Airfield Signage
Palm Beach International Airport

Contract Documents
July 2009

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.

Michael D. Venable
 Witness

Hi-Lite Markings, Inc.
 Principal (Seal)

Maureen M. King
 Witness

Rhonda M. McKeely
 Title Rhonda M. McKeely Vice President/Sales

The Hanover Insurance Company
 Surety (Seal)

Patricia G. Corwin
 Title Patricia G. Corwin, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Robert J. Rayo, Lori L. Van Auken, Linda J. Provo, Patricia G. Corwin, John A. Sroka, Corinne E. Yousey, Janine M. Sabo and/or William G. Butler

of Syracuse, NY and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Thirty Million and No/100 (\$30,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 30th day of July 2009.



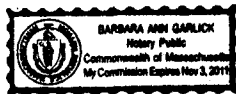
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 30th day of July 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Gallick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th day of September, 2009.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brauk
Stephen L. Brauk, Assistant Vice President

PRINCIPAL'S ACKNOWLEDGEMENT
INDIVIDUAL VERIFICATION

State of _____
County of _____

On this _____ day of _____, in the year 20____, before me personally came _____ to me known, and known to me to be the person (s) who is (are) described in and who executed the forgoing instrument, and acknowledges to me that he (they) executed the same.

(Notary Public)

LIMITED LIABILITY COMPANY VERIFICATION

State of _____
County of _____

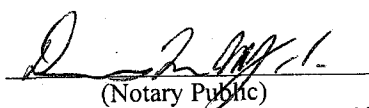
On this _____ day of _____, in the year 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing Agreement, and who being by me duly sworn, deposes and says that (s)he is the _____ of _____ A Limited Liability Company, and that (s) he executed the foregoing Agreement as the act and deed of the said Limited Liability Company.

(Notary Public)

CORPORATE VERIFICATION

State of New York
County of Jefferson

On this 10th day of September, in the year 2009, before me personally came Rhonda M. McNeely to me known, who, being by me duly sworn, deposes and says that (s) he resides in the City of Watertown, NY that (s) he is the Vice President/Sales of the Hi-Lite Markings, Inc. the corporation described in and which executed the foregoing instrument, that (s) he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that (s) he signed his/her name thereto by like order.

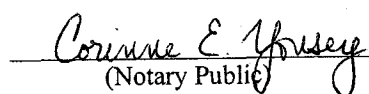

(Notary Public)

DENNIS M. HAEFNER SR.
Notary Public, State of New York
Registration No. 01HA5031100
Qualified in Jefferson County
Commission Expires Jun 30, 2010

SURETY ACKNOWLEDGEMENT

State of New York
County of Onondaga

On this 9th day of September in the year 2009, before me personally came Patricia G. Corwin to me known, who, being by me duly sworn, did depose and say that (s)he resides in Syracuse, NY; that (s) he is the Attorney-in-Fact of the Hanover Insurance Company, the corporation described in and which executed the attached instrument; that (s) he knows the corporate seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the Board of Directors of the said corporation; and that signed his/her name thereto by like order.


(Notary Public)

CORINNE E. YOUSEY
Notary Public, State of New York
No: 01YO6149825
Qualified in Onondaga County
My Commission Expires July 17, 2010

**The Hanover Insurance Company, Bedford, New Hampshire
 FINANCIAL STATEMENT AS OF DECEMBER 31, 2008**

ASSETS		2008
Cash in Banks (Including Short-Term Investments).....	\$	185,470,946
Bonds and Stocks.....		3,284,254,490
Other Admitted Assets.....		<u>981,445,993</u>
Total Admitted Assets.....		<u><u>4,451,171,429</u></u>
 LIABILITIES, CAPITAL AND SURPLUS		
Reserve for Unearned Premiums.....	\$	855,011,462
Reserve for Loss and Loss Expense.....		1,598,443,164
Reserve for Taxes.....		0
Funds held under reinsurance treaties.....		8,291,579
Reserve for all other Liabilities.....		451,819,320
Capital Stock – \$1.00 par.....	\$	5,000,000
Net Surplus.....		<u>1,532,605,904</u>
Policyholders' Surplus.....		<u>1,537,605,904</u>
Total Liabilities, Capital and Surplus.....		<u><u>4,451,171,429</u></u>

COMMONWEALTH OF MASSACHUSETTS }
 COUNTY OF WORCESTER } s.s.:

Martin D. Kelly, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2008.

MARTIN D. KELLY
Asst. Treasurer

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: 09-11

DATE: 09/10/2009

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

1. That he/she is the Secretary of Hi-Lite Marking, Inc. Corporation, a corporation organized and existing in good standing under the laws of the State of New York, 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 12th day of April, 2004 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

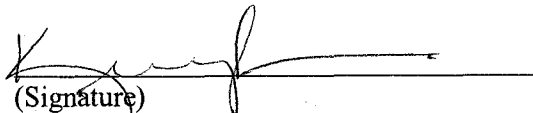
RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Richard C. McNeely III the Vice President/General Manager 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.

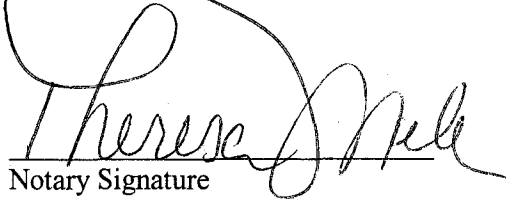
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 10th day of September, 2009.

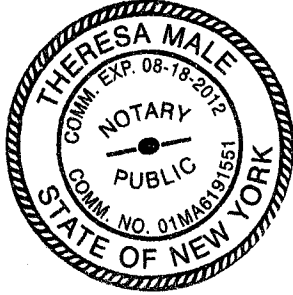

(Signature)

Kelly Spinner
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 10th day of September, 2009 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.


Notary Signature



Theresa Male
Print Notary Name
NOTARY PUBLIC
~~State of Florida at Large~~
State of New York

My Commission Expires: 8.18.12



Statement of Intent for a One Year Guarantee Bond Upon Completion

September 9, 2009

To: Palm Beach County
846 Palm Beach International Airport
West Palm Beach, FL 33406

RE: **Hi-Lite Markings, Inc. Performance and Payment bond# 1858529
Project No. PB-90-11 Runway Designation Remarkings & Airfield
signage**

Be advised that The Hanover Insurance Company intends to issue a one year guarantee for the above mentioned performance and payment bond for all work and materials furnished under the contract.

This guarantee bond is to take effect upon the completion date of the contract.

Any arrangements for the bond required by the contract is a matter between the Contractor and ourselves.

We are on the Federal Register, Department of the Treasury, Fiscal Service, as a company holding a Certificate of Authority as an acceptable Surety on federal bonds in the State of Florida.

The Hanover Insurance Company

By: Patricia G. Corwin
Patricia G. Corwin, Attorney in Fact

103 Commerce Blvd., P.O. Box 4898, Syracuse, New York 13221
Phone 1-800-888-4925 Facsimile 315-461-1640

FORM OF GUARANTEE

GUARANTEE FOR _____

We hereby, the undersigned, guarantee that the Runway Designation Marking & Airfield Signage 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) _____ CONTRACTOR

COUNTERSIGNED RESIDENT AGENT IN FLORIDA: _____ By: _____
(Signature)

(Seal) Agent SURETY

By: _____ By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2009

PRODUCER Phone: 315-451-1500
 Haylor, Freyer & Coon, Inc.
 231 Salina Meadows Parkway
 P.O. Box 4743
 Syracuse NY 13221-4743

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
NAIC #

INSURED
 Hi-Lite Markings Inc
 18249 Hi-Lite Drive
 Adams Center NY 13606

INSURER A: National Fire Ins Co of Hartfo	7000
INSURER B: Valley Forge Insurance Compan	7000
INSURER C: National Union Fire Ins. Co.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Property Damage Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	4014338431	9/1/2009	9/1/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4016505674	9/1/2009	9/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE044158105	9/1/2009	9/1/2010	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4016505660	9/1/2009	9/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER Blanket Installation Floater	4014338431	9/1/2009	9/1/2010	Special Form \$100,000 Limit

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

Project: (HLM#59-2399); Project No. PB 09-11, Runway Designation Remarkings and Airfield Signage - PBIA- Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as additional insureds. Contractor's insurance will be primary, and not contributing with, any other available insurance coverage of Owner. A thirty (30) day written notice of cancellation applies. Waiver of subrogation in favor of Owner applies as required by written contract.

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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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IMPORTANT

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

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

DISCLAIMER

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

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

This disclosure form shall be completed by the reporting entity, whether subawardee for prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

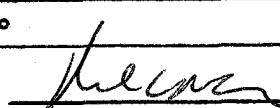
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the report entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFI) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimate to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

<p>1. Type of Federal Action:</p> <p><input checked="" 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>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Hi-Lite Markings, Inc. 18249 Hi-LiteDrive Adams Center, NY 13606 Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime:</p> <p>N/A</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ 648,618.50</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)</p> <p>No Lobbying Activities</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>
<p>11. Amount of Payment (check all that apply):</p> <p>- \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p>_____ a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>_____ a. cash _____ 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:</p> <p>(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>Richard C. McNeely III</u> Vice President/ General Manager</p> <p>Title: _____</p> <p>Telephone No: <u>315-583-6111</u> Date <u>09/10/2009</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 _____

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

COUNTY ADMINISTRATOR
Robert Weisman

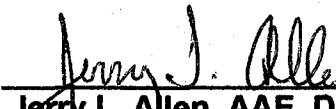
DEPARTMENT OF AIRPORTS



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

**Runway Designation Remarketing and Airfield Signage
Palm Beach International Airport
Palm Beach County Project No. PB 09-11
Department of Airports**

BASE BID TOTAL: \$298,354.80


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

(Posted)
RECEIVED
2009 AUG 14 PM 2:13
DEPT. OF AIRPORTS
BLDG. 846. PBIA


(Removed)
RECEIVED
2009 AUG 21 PM 2:14
DEPT. OF AIRPORTS
BLDG. 846. PBIA

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
(561) 471-7412 FAX: (561) 471-7427
www.pbia.org

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NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

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THE LPA GROUP INCORPORATED

Transportation Consultants

4503 WOODLAND CORPORATE BOULEVARD, SUITE 400 ■ TAMPA, FLORIDA 33614 813-889-3892 ■ FAX 813-889-3893

August 11, 2009

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

**Subject: PB 09-11: PBIA Runway Designation Remarketing and Airfield Signage
Bid Tabulation, Review and Recommendation**

Dear Mr. Sypek,

THE LPA GROUP INCORPORATED has reviewed the bids submitted on August 6, 2009 for the subject project. The project had four bidders, whose bids were evaluated by our office for responsiveness to the RFP. The bid price forms submitted by each were evaluated in the attached bid tabulation; the results summarized below:

	Base Bid Price
Calkin Electric Construction Company, Inc.	\$484,606.32
Hypower, Inc.	\$618,215.00
Hi-Lite Markings, Inc.	\$298,354.80
H.L. Pruitt Corporation	\$325,150.00

Hi-Lite Markings, Inc. provided the lowest total base bid at **\$298,354.80**. Listed below are some details of their bid:

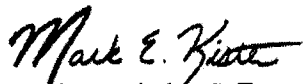
- Hi-Lite Markings, Inc. is based in Adams Center, New York and has been in business under its current name for 18 years. They are licensed to do work in the State of Florida and Palm Beach County. They have a \$5 M bonding capacity; of which \$2.8 M is currently obligated.
- They have performed similar projects with Palm Beach County Department of Airports (PBIA and N. County), Greater Orlando Aviation Authority (Orlando Intl) and the City of Kansas City, Aviation Department (Kansas City Intl).
- A signed bid, acknowledged addenda, and fully completed forms all accompanied the bid at the time of submittal. There were no math errors in the bid.

- They have not met the required DBE Goal of 15%; proposing no DBE Subcontractors. They are using H.L. Pruitt Corporation for the Electrical Work. H.L. Pruitt also bid on the project as a Prime Contractor.
- Hi-Lite was the only Marking Contractor to submit as a Prime Contractor on this project. The other bidders were Electrical Contractors who used Marking companies to meet their DBE Goals (Roberts Traffic Marking and Transmark).
- Hi-Lite has provided Good Faith Effort documentation where they contacted 10 electrical DBE subcontractors. They have provided a list of the subcontractors contacted; completed an Attachment 11 (Schedule 6) for each Subcontractor contacted and provided copies of the letters that were sent to the subcontractors. Based on the Forms, they received no quotes from any of the 10 subcontractors. Initial contact was made with the potential subcontractors on July 29th, 2009, approximately one week prior to the bid opening. Follow up communication was documented.

Based on the aforementioned evaluation of the bid documents, it is the opinion of the Engineer that this bid is responsive. **THE LPA GROUP INCORPORATED recommends** a construction contract for the **Base Bid Scenario** be awarded to **Hi-Lite Markings, Inc.** for **\$298,354.80**. This recommendation is contingent upon Agency review, PBCDOA S/DBE Office review, County Commission approval, and the availability of funds.

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

Sincerely,
THE LPA GROUP INCORPORATED



Mark E. Kistler, P.E.
Principal

cc: Notye Brewington, PBCDOA
Alan Rainer, LPA (e-mail)
File: TA438283.3a

Enclosures: Bid tabulation (1 page - legal)

Runway Designation Remarking and Airfield Signage
Palm Beach International Airport

BID TABULATION

Bid Number: PB 09-11

Bid Item	Specification No.	Description	Unit	Quantity	Engineering Estimate		Calkins Electric Construction Company, Inc.		Hypower, Inc.		Hi-Lite Markings, 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)
Base Bid														
1	1000	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$4,000.00	\$4,000.00	\$24,634.80	\$24,634.80	\$30,300.00	\$30,300.00
2	1030	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	LS	1	\$6,000.00	\$6,000.00	\$8,000.00	\$8,000.00	\$32,175.00	\$32,175.00	\$10,000.00	\$10,000.00	\$19,600.00	\$19,600.00
3	S-190	PAVEMENT MARKING REMOVAL	SF	14,500	\$1.75	\$25,375.00	\$1.84	\$26,680.00	\$2.45	\$35,525.00	\$2.00	\$29,000.00	\$2.20	\$31,900.00
4	P-620	RUNWAY AND TAXIWAY PAINTING	SF	57,300	\$1.00	\$57,300.00	\$5.78	\$331,194.00	\$7.65	\$438,345.00	\$2.00	\$114,600.00	\$2.50	\$143,250.00
5	L-126-1	REPLACE PANELS FOR EXISTING 3 MODULE LUMACURVE GUIDANCE SIGN	EA	3	\$1,500.00	\$4,500.00	\$1,495.83	\$4,487.49	\$1,600.00	\$4,800.00	\$1,740.00	\$5,220.00	\$1,450.00	\$4,350.00
6	L-126-2	REPLACE PANELS FOR EXISTING 4 MODULE LUMACURVE GUIDANCE SIGN	EA	6	\$2,000.00	\$12,000.00	\$1,932.37	\$11,594.22	\$2,085.00	\$12,510.00	\$2,220.00	\$13,320.00	\$1,850.00	\$11,100.00
7	L-126-3	REPLACE PANELS FOR EXISTING 1 MODULE ADB TRAPEZOIDAL GUIDANCE SIGN	EA	1	\$500.00	\$500.00	\$588.34	\$588.34	\$600.00	\$600.00	\$660.00	\$660.00	\$550.00	\$550.00
8	L-126-4	REPLACE PANELS FOR EXISTING 2 MODULE ADB TRAPEZOIDAL GUIDANCE SIGN	EA	5	\$1,000.00	\$5,000.00	\$1,032.13	\$5,160.65	\$1,090.00	\$5,450.00	\$1,260.00	\$6,300.00	\$1,050.00	\$5,250.00
9	L-126-5	REPLACE PANELS FOR EXISTING 3 MODULE ADB TRAPEZOIDAL GUIDANCE SIGN	EA	11	\$1,500.00	\$16,500.00	\$1,495.83	\$16,454.13	\$1,600.00	\$17,600.00	\$1,740.00	\$19,140.00	\$1,450.00	\$15,950.00
10	L-126-6	REPLACE PANELS FOR EXISTING 4 MODULE ADB TRAPEZOIDAL GUIDANCE SIGN	EA	15	\$2,000.00	\$30,000.00	\$1,932.37	\$28,985.55	\$2,080.00	\$31,200.00	\$2,220.00	\$33,300.00	\$1,850.00	\$27,750.00
11	L-126-7	REPLACE PANELS FOR EXISTING 2 MODULE SIEMENS SIGNATURE SERIES GUIDANCE SIGN	EA	2	\$1,000.00	\$2,000.00	\$1,094.41	\$2,188.82	\$1,160.00	\$2,320.00	\$1,260.00	\$2,520.00	\$1,050.00	\$2,100.00
12	L-126-8	REPLACE PANELS FOR EXISTING 3 MODULE SIEMENS SIGNATURE SERIES GUIDANCE SIGN	EA	5	\$1,500.00	\$7,500.00	\$1,105.16	\$5,525.80	\$1,170.00	\$5,850.00	\$1,740.00	\$8,700.00	\$1,450.00	\$7,250.00
13	L-126-9	REPLACE PANELS FOR EXISTING 4 MODULE SIEMENS SIGNATURE SERIES GUIDANCE SIGN	EA	12	\$2,000.00	\$24,000.00	\$2,145.61	\$25,747.32	\$2,320.00	\$27,840.00	\$2,580.00	\$30,960.00	\$2,150.00	\$25,800.00
TOTAL BASE BID =						\$210,675.00		\$484,606.32		\$618,215.00		\$298,354.80		\$325,150.00

* Represents Mathematical Error, Extended Total Corrected

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

By: Mark E. Kistler Date: August 11, 2009

Mark Kistler, PE
THE LPA GROUP INCORPORATED

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/10/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB 09-11

Page/s: 1 / 5

RE: RUNWAY DESIGNATION REMARKING AND AIRFIELD SIGNAGE

Consultant: LPA Group
Project #: PB 09-11
AIP # 3-12-0085-055-2009
Funding: FAA/ State/Local
RFP/Bid Date: 8/6/2009
DBE Goal: 15%

Bidders:

A. Hi-Lite Markings, Inc.
P. O. Box 460/18249 Hi-Lite Drive
Adams Center, NY 13606
Contact Person:
Telephone: (315) 583-6111
Fax: (315) 583-5807
Email:
Amount: \$298,354.80

	<u>DBE Subcontractor(s):</u>	\$0.00	0.00%
1.	(None)		

Total: \$0.00 0.00%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/10/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB 09-11

Page/s: 2/5

RE: RUNWAY DESIGNATION REMARKING AND AIRFIELD SIGNAGE

Consultant: LPA Group

Project #: PB 09-11

AIP # 3-12-0085-055-2009

Funding: FAA/State/Local

RFP/Bid Date: 8/6/2009

DBE Goal: 15%

Bidders:

B. H. L. Pruitt Corp.

501 Wade Street

Winter Park, FL 32700

Contact Person:

Telephone: (407) 327-3848

Fax:

Email:

Amount: \$325,150.00

DBE Subcontractor(s):

1.	Transmark, Inc. (WF)	Striping	\$155,060.00	47.69%
	41 SE 9 th Street, Ste. 201			
	Deerfield Beach, FL 33441			
	Contact Person:			
	Telephone: (954) 427-9170			
	Fax: (954) 428-7202			
	Email:			

Total: \$155,060.00 47.69%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/10/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB 09-11

Page/s: 3/5

RE: RUNWAY DESIGNATION REMARKING AND AIRFIELD SIGNAGE

Consultant: LPA Group
Project #: PB 09-11
AIP # 3-12-0085-055-2009
Funding: FAA/State/Local
RFP/Bid Date: 8/6/2009
DBE Goal: 15%

Bidders:

C. Calkins Electric Construction, Inc.
530 Wood Land By
Deland, FL 32720
Contact Person:
Telephone:
Fax:
Email:
Amount: \$484,606.32

1. DBE Subcontractor(s):

Robert Traffic Marking (WF)	Pavement Marking	\$340,525.00	70.27%
2210 Hayes St. Hollywood, FL 33020 Contact Person: Linda Levine Telephone: (954) 929-2922 Fax: (954) 929-3736 Email:			

Total: \$340,525.00 70.27%

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/10/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB 09-11

Page/s: 4/5

RE: RUNWAY DESIGNATION REMARKING AND AIRFIELD SIGNAGE

Consultant: LPA Group
Project #: PB 09-11
AIP # 3-12-0085-055-2009
Funding: FAA/State/Local
RFP/Bid Date: 8/6/2009
DBE Goal: 15%

BIDDERS:

D. Hypower, Inc.
5913 Northwest 31st Avenue.
Fort Lauderdale, FL 33309
Contact Person:
Telephone: (954) 978-9300
Fax: (954) 978-8666
Email:
Amount: \$618,215.00

1. DBE Subcontractor(s):

Resource Plus, Inc. D/B/A Express Employment Professionals (WF)	Employment Personnel	\$12,000.00	1.94%
6925 West Commercial Blvd. Fort Lauderdale, FL 33319 Contact Person: Jean Goetz Telephone: (954) 721-2429 Fax: (954) 721-2542 Email:			

2. DBE Subcontractor(s):

Roberts Traffic., Inc. (WF)	Pavement Marking	\$340,525.00	55.08%
2210 Hayes Street Hollywood, FL 33020 Contact Person: Linda Levine Telephone: (954) 929-2922 Fax: (954) 929-3736 Email:			

Total: \$352,525.00 57.02%

PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 8/10/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB 09-11

Page/s: 5/5

RE: RUNWAY DESIGNATION REMARKING AND AIRFIELD SIGNAGE

Consultant: LPA Group

AIP # 3-12-0085-055-2009

Project #: PB 09-11

Funding: FAA/State/Local

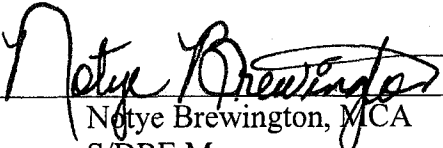
RFP/Bid Date: 8/6/2009

DBE Goal: 15%

Comments:

Hi-Lite Markings, Inc. the lowest responsive responsible bidder met the DBE requirements.

SIGNED


Notye Brewington, MCA
S/DBE Manager

cc: Gary Sypek

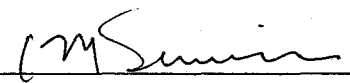
BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Fund 4111 Airport Improvement & Development Fund

Advantage Document Numbers:
 BGEX121
 BGRV121

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/09	REMAINING BALANCE
Revenues								
121-A275-3104	Airfield Marking Improvements	0	0	255,671	0	255,671	0	255,671 0
	Total Receipts and Balances	<u>81,091,993</u>	<u>81,091,993</u>	<u>255,671</u>	<u>0</u>	<u>81,347,664</u>		
Expenditures								
121-A275-6504	Airfield Marking Improvements	0	0	345,000	0	345,000	0	345,000
121-A900-9909	Reserves Imp Program	13,251,092	13,251,902	0	89,329	13,162,573		
	Total Appropriations & Expenditures	<u>81,091,993</u>	<u>81,091,993</u>	<u>345,000</u>	<u>89,329</u>	<u>81,347,664</u>		

	Signatures	Date	By Board of County Commissioners
OFMB		9/14/09	At Meeting of
INITIATING DEPARTMENT/DIVISION			October 6, 2009
Administration/Budget Department Approval			Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			



GRANT AGREEMENT

U. S. Department
of Transportation
Federal Aviation
Administration

Date of Offer: August 26, 2009

Project Number: 3-12-0085-051-2009
Recipient: Palm Beach County (Herein called Sponsor)
Airport: Palm Beach International Airport

OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States' share, Seventy-five percent (75%) of the allowable costs incurred in accomplishing the project consisting of the following:

"Construct Taxiway D Improvements; Design Taxiway C4; Expand Apron A; Improve Terminal Access Lighting; Runway Renumbering; Rehabilitate Southside Taxilane"

as more particularly described in the Project Application dated August 13, 2009.

The maximum obligation of the United States payable under this Offer shall be 5,640,688 for airport development.

This offer is made in accordance with and for the purpose of carrying out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Manager, Airports District Office

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005.

Executed this 1st day of September, 2009
(Seal)

Attest

Title

PALM BEACH COUNTY - DEPARTMENT OF AIRPORTS

Name of Sponsor

Signature of Sponsor's Designated Official Representative

DIRECTOR OF AIRPORTS

Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Anne Helfant, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of State of Florida. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney

9/2/09

Date