Agenda Item is over 50 pages and can be viewed in the Minutes Department

Agenda Item \#: 3-C-7

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY



## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Contract with Ranger Construction Industries, Inc. (Ranger), in the amount of $\$ 2,216,015.80$ for the construction of Okeechobee Boulevard from Australian Avenue to Tamarind Avenue/Parker Avenue (Project).

SUMMARY: Approval of this Contract will allow Palm Beach County (County) to issue a Notice to Proceed to Ranger, a Palm Beach County company, to begin construction of the Project. The Palm Beach County Small Business Enterprise (SBE) goal for all projects is $15 \%$, but the responsive bidders cannot be ranked for SBE compliance for this Project due to Federal funding restrictions. The Federally required non-mandatory Disadvantaged Business Enterprise (DBE) goal for the Project is $8.18 \%$. The SBE and DBE participation proposed for the Project by Ranger is $1.57 \%$ and $0 \%$ respectively.

## District 7 (MRE)

Background and Justification: Bids for the Project were received by the Engineering Department on February 4, 2011. Ranger was the lowest responsive, responsible bidder. This is a Federally funded project, and the responsive bidders cannot be ranked for SBE compliance due to Federal funding restrictions. DBE participation cannot be utilized in determining the lowest responsive responsible bidder, per the Federal guidelines. Time to complete all work under this contract shall be no more than 180 calendar days.

## Attachments:

1. Location Sketch
2. Contracts
3. Contract Pages C-1E and C-2
4. Bid Tabulation

Recommended by: $\qquad$
Approved By:


## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:



## Budget Account No:

| Fund 3500 | Dept 361 | Unit 0947 | Object 8101 | $\$ 157,358.80$ |
| :--- | :--- | :--- | :--- | :--- |
| Fund 3502 | Dept 361 | Unit 0947 | Object 6551 | $\$ 2,226,637.20$ |

Recommended Sources of Funds/Sumary of Fiscal Impact:
Okeechobee Blvd/Australian Ave to Tamarind Ave
Transportation Improvement Fund/City of West Palm Beach
Road Impact Fee Fund - Zone 2/Florida DOT - LAP/TRIP


Note: The grant from FDOT will also cover 12\% of the construction cost for required outside CEI $\$ 247,039$ which will be reimbursed at $50 \%$ through the TRIP Grant. This contract will be presented to the BCC at a later date.
C. Departmental Fiscal Review: $\qquad$

## III. REVIEW COMMENTS

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

C. Other Department Review:

## Department Director

This summary is not to be used as a basis for payment.

## PROJECT LOCATION

OKEECHOBEE BLVD., AUSTRALIAN AVE.
TO TAMARIND AVE./PARKER AVE.
PALM BEACH COUNTY PROJECT NO. 2002111


## CONTRACT

## STATE OF FLORIDA ) <br> ) SS <br> COUNTY OF PALM BEACH )

This Contract, made this $\qquad$ day of $\qquad$ A.D. 2011, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the party of the first part), and Ranger Construction Industries, Inc. of West Palm Beach, Florida, and their heirs, executors, administrators and assigns, (hereinafter called the party of the second part):

WITNESSETH: The party of the second part agrees with the said party of the first part, for the consideration herein mentioned at their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, and means of transportation for the complete construction of:

## OKEECHOBEE BOULEVARD (SR 704) AUSTRALIAN AVENUE TO TAMARIND AVIENUE/ PARKER AVENUE PALM BEACH COUNTY PROJECT NO. 2002111 FEDERALLY FUNDED PROJECT (FM No. 229755-1-58-01)

## IN THE AMOUNT OF:

## TWO MILLION, TWO HUNDRED SIXTEEN THOUSAND FIFTEEN DOLLARS 80/100

 (IN WORDS)$\$ 2,216,015.80$
(IN FIGURES)
in Palm Beach County, Florida, in the manner and to the full extent as set forth in the Contract Documents therefore and the Contract Documents relative thereto, are made a part of this Agreement as completely as if set forth herein, to the satisfaction of the party of the first part, or its duly authorized representative.

The said party of the second part further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within fourteen (14) calendar days of the date set forth in the "Notice to Proceed". The time limit for the completion of all work under this contract shall be one hundred eighty $(180)$ calendar days (see Special Provisions). The date fixing this period upon the calendar shall be established and stated in the "Notice to Proceed". After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expirec, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages (in accordance with Section 8-10.2 of the Standard Specifications) and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

## ATTEST:

SHARON R. BOCK,
Clerk \& Comptroller

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

BOARD OF COUNTY COMMISSIONERS

By :
Deputy Clerk
By:
Karen T Marcus, Chair
Karen T. Marcus, Chair


Ranger Construction Industries, Inc.

(Corporate Seal)




|  |  |  |  | RANGER CO INDUST | struction S, INC. | COMMUNITY | SPHALT CORP. | J. W. CHEA | THAM, LC | AVERAGE OF BID ITEMS | ENGINEERS EStimate | PALM BEACH | Grading, inc. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | ITEM DESCRIPTION | arr | UNITS | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |  |  |  |  |
| 107 | THERMOPLASTIC, STANDARD, WHITE, SOLID,18" | 796 | LF | \$2.20 | \$1,751.20 | \$2.20 | \$1,751.20 | \$3.10 | \$2,467.60 | \$2.32 | \$2.47 | UNIT PRICE | AMOUNT |
| 108 | THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" | 734 | LF | \$3.10 | \$2,275.40 | \$3.00 | \$2,202.00 | 54.65 | \$3,413,10 | \$2.32 | \$2.47 | \$2.05 | \$1,631.80 |
| 109 | THERMOPLASTIC, STANDARD, WHITE, SKIP, $6^{\prime \prime}$ ( $10^{\prime}-30^{\prime}$ ) | 1,259 | LF | \$0.70 | \$881.30 | \$0.70 | \$881.30 | 50.85 | \$1,070.15 |  | 54.06 | 53.30 | \$2,422.20 |
| 110 | THERMOPLASTIC, STANDARD, WHITE, SKIP,6" (6'-10') | 72 | LF | \$0.70 | \$50.40 | \$0.70 | \$50.40 | \$0.85 | \$1,070.15 | \$0.69 | \$3.70 | 50.61 | \$767.99 |
| 111 | THERMOPLASTIC, STANDARD, WHITE, DOTTED,GUIDELINE,6" | 596 | LF | \$0.70 | \$417.20 | \$0.70 | \$417.20 | 50.85 |  | 50.69 | 53.20 | \$0.61 | \$43.92 |
| 112 | THERMOPLASTIC, STANDARD, WHITE, MESSAGE | 27 | EA. | \$105.00 | \$2,835.00 | \$103.00 | \$2,7810 |  |  | \$0.69 | \$1.00 | \$0.61 | \$363.56 |
| 113 | THERMOPLASTIC, STANDARD, WHITE, ARROW | 27 | EA. | \$36.80 | \$993.60 | \$36.10 | 5974.70 | S 578.00 | \$4,968.00 | \$130.40 | \$120.95 | \$130.00 | \$3,510.00 |
| 114 | THERMOPLASTIC, STANDARD,YELLOW, SOLI, ${ }^{\prime \prime \prime}$ | 0.46 | NM | \$3,730.00 | \$1,715.80 | \$3,646.00 | \$1,677.16 | 54.3800 | 52,106.00 | 547.78 | \$61.38 | \$44.00 | \$1,188.00 |
| 115 | THERMOPLASTIC, STANDARD,YELLOW, DOTTED, GUIDELINE,6" | 222 | Lf | \$0.70 | \$155.40 | S0.70 | \$1,67.15.40 | \$4,380.00 | \$2,014.80 | \$3,637.20 | \$3,194.20 | \$3,215.00 | \$1,478.90 |
| 116 | THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 12" | 351 | LF | \$0.70 | \$245.70 | 50.70 | \$245.70 | 50.85 | \$188.70 | \$0.69 | \$1.24 | \$0.61 | \$135.42 |
| 117 | THERMOPLASTIC, REMOVE | 117 | SF | 59.50 | \$1,111.50 | \$9.70 |  | \$1.93 | \$677.43 | \$1.17 | \$1.94 | \$1.25 | \$438.75 |
|  | тот | ZATIO | ITEMS |  | \$47,561.50 |  | \$46,539.96 | \$26.00 | \$3,042.00 | \$19.10 | \$2.08 | \$25.15 | \$2,942.55 |
|  | - - - StREE LGHTINGTEMS |  |  |  |  |  |  |  | \$58,916.14 |  |  |  | \$50,465.64 |
| 118 | LIGHTING CONDUCTOR, F \& I, INSULATED, NO. 6 | 7,540 | LF | \$0.90 | \$6,786.00 | 50.85 |  | + | \% | - | 3 | + | T-7\% |
| 119 | LIGHTING CONDUIT, F \& I, UNDERGROUND, 2 " PVC SCH. 40 | 1,500 | LF | \$2.60 | \$3,900.00 | \$2.60 | \$6,409.00 | \$0.90 | \$6,786.00 | \$0.91 | \$0.73 | \$0.95 | \$7,163.00 |
| 120 | LIGHTING CONDUIT, F \& I, BORE, 2" HDPE POLYCONDUIT | 980 | LF | \$10.00 | \$9,800.00 | \$9.80 | \$9,604.00 | \$2.65 | \$3,975.00 | \$3.05 | \$2.82 | \$3.70 | \$5,550.00 |
| 121 | MAST ARM LUMINAIRE AND BRACKET | 4 | EA | \$2,510.00 | \$10,040.00 | \$2,451.00 | \$9,804.00 | \$10.10 | \$9,898.00 | \$10.06 | \$3.75 | \$10.20 | \$9,996.00 |
| 122 | LOAD CENTER REWORK (SECONDARY VOLTAGE) | 1 | EA | \$316.00 | \$316.00 | \$309.00 | \$309.00 | 52,523.00 | \$10,092.00 | \$1,760.00 | \$1,500.00 | \$658.00 | \$2,632.00 |
| 123 | PULL BOX (F \& I) (SIDEWALK) | 23 | EA | \$211.00 | \$4,853.00 | \$206.00 | \$4,738.00 | \$318.00 | \$318.00 | \$498.60 | \$410.00 | \$775.00 | \$775.00 |
| 124 | LIGHTING PULL BOX, RELOCATE, SIDEWALK | 1 | EA | \$189.00 | \$189.00 | \$185.00 | \$185.00 | \$191.00 | 54,876.00 | \$261.80 | \$348.47 | \$340.00 | \$7,820.00 |
| 125 | POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL | 18 | EA | \$379.00 | \$6,822.00 | \$371.00 | \$6,678.00 | \$382.00 | \$191.00 | \$229.00 | \$299.00 | \$290.00 | \$290.00 |
| 126 | LIGHT POLE COMPLETE, SPECIAL DESIGN, F\&I, TYPE "A", SINGLE ARM, | 15 | EA | \$6,040.00 | \$90,600.00 | \$5,740.00 | \$86,100.00 | \$6,085.00 | 56,876.00 | \$706.40 | \$315.87 | \$1,200.00 | \$21,600.00 |
| 127 | LIGHT POLE COMPLETE, SPECIAL DESIGN, F\&I, TYPE "B", SINGLE ARM, | 2 | EA | \$7,330.00 | \$14,660.00 | \$6,960.00 | \$13,920.00 | \$6,085.00 | \$91,275.00 | \$6,381.00 | \$5,000.00 | \$7,020.00 | \$105,300.00 |
| 128 | LIGHT POLE COMPLETE, SPECIAL DESIGN, F\&I, TYPE "C", SINGLE ARM, | 1 | EA | \$7,330.00 | \$7,30.00 | \$6,960.00 | \$6,960.00 | 57,378.00 | \$14,756.00 | \$7,732.80 | \$5,500.00 | \$8,498.00 | \$16,996.00 |
| 129 | LIGHT POLE COMPLETE, SPECIAL DESIGN, RELOCATE | 1 | EA | \$737.00 | \$737.00 | \$721.00 | \$721.00 | 2.00 | \$7,378.00 | \$7,732.80 | \$5,700.00 | \$8,498.00 | \$8,498.00 |
| 130 | REMOVE LIGHT POLE, SINGLE ARM, SHOULDER MOUNT, WOOD | 14 | EA | \$94.70 | \$1,325.80 | \$92.70 | \$1,297.80 | \$96.00 | \$1,344.00 | \$990.00 | NA | \$1,375.00 | \$1,375.00 |
| TOTAL STREET LGGHTING ITEMS |  |  |  |  | \$157,358.80 |  | \$150,625.80 |  | \$158,507,00 | \$172.68 | \$1,000.00 | \$290.00 | \$4,060.00 |
|  |  |  |  |  |  |  |  |  | \$158,507.00 |  |  |  | \$192,055.00 |
|  |  |  |  |  | \$2,216,015.80 |  | \$2,243,978.51 |  | \$2,417,965.67 |  |  |  | \$2,493,709.94 |



+ Indicates a discrepency/error in the item.
Days to complete: 180 calendar days (See Special Provisions)
Bids as read at opening of Tuesday, February 4, 2011; 2PM
All bids subject to OSBA SBE compliance and Board Approval.
Prepared by: Joseph M. Totino, Project Coordinator il
Checked by: David Young, P.E., Special Projects Program Manager
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