

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 19, 2015

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

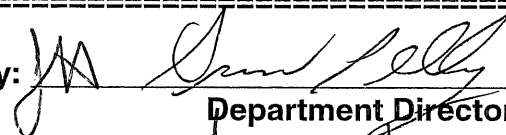
- (A) A contract with Ranger Construction Industries, Inc. in the amount of \$2,775,890.75 for the Air Cargo Apron Rehabilitation project at Palm Beach International Airport (PBIA);
- (B) A Budget Amendment of \$1,004,050 in the Airports Improvement and Development Fund to recognize Passenger Facility Charge (PFC) revenue, and to increase Airport Reserves by \$1,004,050; and
- (C) A Budget Transfer of \$1,004,050 in the Airports PFC fund to transfer PFC funds to the Airports Improvement and Development fund, including a transfer from PFC Reserves in the amount of \$1,004,050.

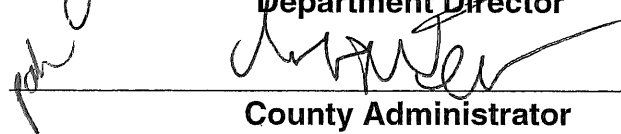
Summary: This project was advertised utilizing the County's competitive bid process. On February 19, 2015, six (6) bids were received for the Air Cargo Apron Rehabilitation at PBIA. Of the six (6) bids, Ranger Construction Industries, Inc., a Palm Beach County company has been identified as the lowest responsible/responsive bidder in the amount of \$2,775,890.75. The Disadvantaged Business Enterprise (DBE) goal for this project was established at 15%. Ranger Construction Industries, Inc. is responsive to the DBE requirements and has committed to a minimum of 44.5% DBE participation. Florida Department of Transportation (FDOT) grant funding of \$1,387,946 and PFC funds of \$1,387,945 are being utilized to fund this project. **Countywide (JCM)**

Background and Justification: This project will provide for the rehabilitation and reconstruction of the existing aircraft apron that serves the air cargo facility in the northeast corner of the airfield. This project is necessary to extend the useful life of the pavement sections to allow for its continued use for air cargo activities at PBIA. Builder's Risk Insurance is not required for this project.

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and DBE Recommendation
- 3. Budget Amendment
- 4. Budget Transfer

Recommended By:  4/16/15
Department Director Date

Approved By:  5/17/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>\$ 2,775,891</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>\$(1,387,946)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1,387,945</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X

Budget Account No.: Fund 4111 Department 121 Unit A297 Object 6504
Reporting Category _____

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

Approval of this item provides budget for the Ranger Construction Industries, Inc. contract of \$2,775,890.75. Funding sources consist of FDOT grant funds of \$1,387,946 and PFC funds of \$1,387,945.

C. Departmental Fiscal Review: cm Sumner

III. REVIEW COMMENTS

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

Spencer Brown
#124 5/4/15
OFMB

John J. Jaworski 5/4/15
Contract Dev. and Control
5-1-15 AW Hall

B. Legal Sufficiency:

James E. Meyer 5/4/15
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03

ADM FORM 01

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

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 **RANGER CONSTRUCTION INDUSTRIES, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Air Cargo Apron Rehabilitation
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 15-3**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated January 4, 2015.
- Completed Bond, Surety and Insurance Forms, dated April 6, 2015.
- Specifications, dated January 4, 2015.
- General Provisions, dated January 4, 2015.
- Special Provisions, dated January 4, 2015.
- Addendum No. 1 dated January 7, 2015.
- Addendum No. 2 dated January 30, 2015.
- Addendum No. 3 dated February 6, 2015.
- Addendum No. 4 dated February 13, 2015.
- Drawings, dated January 4, 2015.
- Completed Bid and Attachments, dated February 19, 2015.

and to accept as full compensation for the satisfactory performance of this Contract the sum of Two Million Seven Hundred Seventy Five Thousand Eight Hundred Ninety and 75/100 Dollars (\$2,775,890.75) (Total Bid Amount - Base Bid), for Air Cargo Apron Rehabilitation at Palm Beach International Airport.

Federal Front End Documents
Air Cargo Apron Rehabilitation
Palm Beach International Airport

Contract Documents v 021414
January 4, 2015

CD - 1 of 12

Attachment # 1

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:
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: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

Director, Department of Airports

(witness signature)

(witness name printed)

(witness signature)

(witness name printed)

“CONTRACTOR”

By: Ranger Construction Industries, Inc.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By: _____
(signatory)

(print signatory’s name)

Its Vice President
(print title)

(Corporate Seal)

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PUBLIC CONSTRUCTION BOND

BOND NUMBER: 106246284

BOND AMOUNT: \$2,775,890.75

CONTRACT AMOUNT: \$2,775,890.75

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 101 Sansbury's Way
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: 561-793-9400

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square, 5PB
Hartford, CT 06183
800-242-8734

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FLORIDA 33406

OWNER'S PHONE: (561) 471-7400

DESCRIPTION OF WORK: The reconstruction of the PCC apron pavement at the Air Cargo Facility. The project includes the removal and replacement of PCC and asphalt pavement and the installation of additional asphalt pavement adjacent to the existing pavement. The project also includes the replacement of existing electrical conduit and conductors to existing ramp lighting systems and the installation of a new aircraft grounding system.

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

LEGAL DESCRIPTION: Air Cargo Apron Rehabilitation – Project No. PB 15-3
Property Control Number 00-43-43-31-01-001-0010

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 Million Seven Hundred Seventy Five Thousand Eight Hundred Ninety and 75/100 Dollars (\$ 2,775,890.75) (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: **Air Cargo Apron Rehabilitation**

Project No.: **PB 15-3**

Project Description: The reconstruction of the PCC apron pavement at the Air Cargo Facility. The project includes the removal and replacement of PCC and asphalt pavement and the installation of additional asphalt pavement adjacent to the existing pavement. The project also includes the replacement of existing electrical conduit and conductors to existing ramp lighting systems and the installation of a new aircraft grounding system.

Project Location: **Palm Beach International Airport**

in accordance with Design Criteria Drawings and Specifications prepared by

AECOM Technology Corporation
4010 Boy Scott Blvd., Suite 300
Tampa, Florida 33607
Telephone: (813) 630-2500
Fax: (813) 627-8237

Engenuity Group, Inc.
1280 N. Congress Ave., Suite 101
West Palm Beach, Florida 33409
Telephone: (561) 655-1151
Fax: (561) 832-9390

Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite 700
Boca Raton, Florida 33428
Telephone: (561) 451-9165
Fax: (561) 451-4886


Tierra South Florida, Inc.
2765 Vista Pkwy., Suite 10
West Palm Beach, Florida 33411
Telephone: (561) 687-8536
Fax: (561) 687-8570

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:

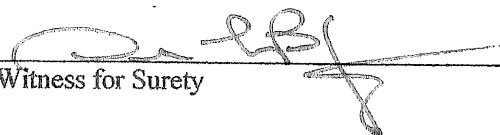
1. Performs the contract dated _____, 20____ between Principal and County for the construction of Air Cargo Apron Rehabilitation, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

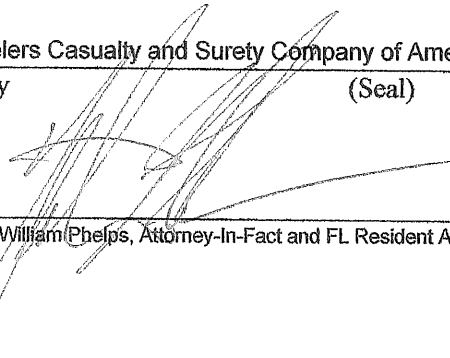

Witness for Principal

Ranger Construction Industries, Inc.
Principal (Seal)


Title Porch Frank Vice President


Witness for Surety

Travelers Casualty and Surety Company of America
Surety (Seal)


Title William Phelps, Attorney-In-Fact and FL Resident Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 006026060

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

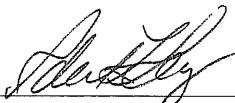
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



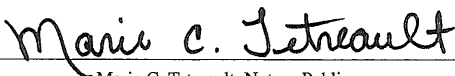
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

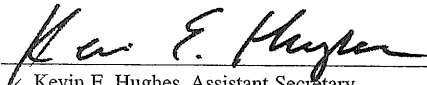
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6TH day of APRIL, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 15-3

DATE: 4/15/15

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

1. That he/she is the Secretary of Ranger Construction Ind, Inc. Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 9th day of July, 2014 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 Scott "Punk" Frank the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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


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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 15th day of April, 2015.

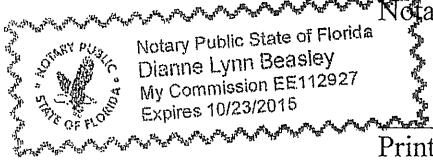
Douglas Browning
(Signatory)
Douglas Browning
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 15th day of April, 2015 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



Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

FORM OF GUARANTEE

GUARANTEE FOR Ranger Construction Industries, Inc.

We, the undersigned, hereby guarantee that the Air Cargo Apron Rehabilitation 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)

Ranger Construction Industries, Inc.
CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: _____
(Signature)

William Phelps
(Seal) Agent

Travelers Casualty and Surety Company of America
SURETY

By: _____

By: _____
William Phelps, Attorney-In-Fact and FL-Resident Agent

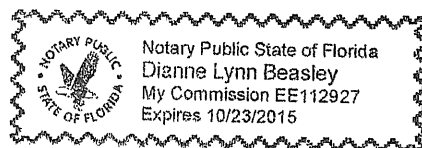
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of April, 2015 by Scott "Randy" Frank who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public, State of Florida

My Commission Expires: _____

Commission Number: _____



Federal Front End Documents
Air Cargo Apron Rehabilitation
Palm Beach International Airport

Contract Documents v 021414
January 4, 2015



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 006026061

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

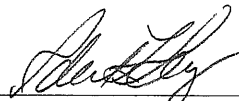
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 19th day of August, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 19th day of August, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

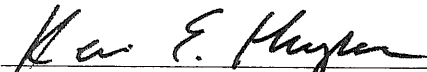
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6TH day of APRIL, 20 15


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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Summary of Certificates[Home](#)

This report displays detailed certificate information for selected insured(s).
Items in red are deficient.

Thursday, April 23, 2015

[Images](#)[Contracts](#)

Insured: Ranger Construction Industries, Inc. **Insured ID:** PB15-3-PBC

Compliant
(with overrides)

ITS Account Number: PLC1335

Project(s): Palm Beach County - Airports Planning & Development

Insurance Policy	Required	Provided	Override
<u>General Liability</u>	Per Project	Per Project	
Expiration: 4/1/2016			
General Aggregate:	\$10,000,000	\$2,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$2,000,000	X
Personal And Advertising Injury:	\$0	\$0	
Each Occurrence:	\$5,000,000	\$1,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 4/1/2016	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$5,000,000	\$1,000,000	X
<u>Excess/Umbrella Liability</u>			
Expiration: 4/1/2016			
Each Occurrence:	\$0	\$25,000,000	
Aggregate Limit:	\$0	\$25,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 4/1/2016			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

[Certificate Submittal](#)

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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> 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:			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): <i>No LOBBYING ACTIVITIES</i>			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): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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: <input type="checkbox"/> Yes <input type="checkbox"/> 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: <i>ANDREW D. HODGES</i> Title: <i>ESTIMATOR</i> Telephone No.: <i>561-793-9400</i> Date: <i>4/15/15</i>			
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
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 **Ranger Construction Industries, Inc.** for the below listed project:

**Air Cargo Apron Rehabilitation
Palm Beach International Airport
Palm Beach County Project No. PB 15-3
Department of Airports**

Total Bid Amount – Base Bid: \$2,775,890.75


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

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



March 6, 2015

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

RE: PBC Project No. PB 15-3
FDOT Project No. 427914-1-94-01
Air Cargo Apron Rehabilitation
Palm Beach International Airport
Bid Tabulation and Contract Award Recommendation

Gary:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bids for the referenced project. The Bid Opening was conducted on February 19, 2015, at 2:00 PM, the established deadline for submission of bids, as stated in the Bid Documents.

A total of six (6) bids were received. The Bids received were from GLF Construction Corp., Marks Brothers, Inc., Ranger Construction Industries, Inc., Community Asphalt Corp., West Construction, Inc., and Kiewit Infrastructure South Co. The lowest to highest bidders and their bid dollar amounts are provided in Table 1 below.

Table 1

BIDDER	BID PRICE
Engineer's Estimate	\$ 2,881,185.00
GLF Construction Corporation	\$ 2,332,375.00
Marks Brothers, Inc.	\$ 2,543,813.50
Ranger Construction Industries	\$ 2,775,890.75
Community Asphalt Corp.	\$ 2,946,542.00
West Construction, Inc.	\$ 2,973,209.10
Kiewit Infrastructure South Co.	\$ 3,680,206.38

AECOM's review of the bids indicated that three (3) of the six (6) bidders have submitted responsive bids, and have provided all supporting documentation required per the bid documents; however, AECOM did not take DBE requirements into consideration during this review process, as the DBE and legal review of the submittals is being performed by Palm Beach County.

GLF Construction Corporation was considered to be a non-responsive bidder because they did not include the revised Bid Form Attachment No. 18, as distributed in Addendum No. 2, and therefore did not identify their Superintendent. They also did not attach the American Institute of Architects (AIA) Form A305 as requested by Attachment No. 18 - Question 8.



Marks Brothers, Inc. was considered to be a non-responsive bidder because they did not fill out the "Statement of Participation in Contracts Subject to Non-Discrimination Clause" (Attachment No. 7 to the Bid Form) and they also did not specify their Superintendent as required by the "Bidder Qualification Questionnaire" (Bid Form Attachment No. 18). Also, Marks Brothers, Inc. did not attach the American Institute of Architects (AIA) Form A305 as requested by Attachment No. 18 - Question 8.

West Construction, Inc. was considered to be a non-responsive bidder because they did not specify their Superintendent for the job as required by the "Bidder Qualification Questionnaire" (Bid Form Attachment No. 18), and of the resumes they did attach, none of their personnel had previous experience working on airfield paving jobs. The company itself did not list any previous experience working on airfield paving jobs and appears not to have the required experience.

Contingent on the DOA's review of the DBE requirements and legal review of the bid documents, Ranger Construction Industries, Community Asphalt Corporation, and Kiewit Infrastructure South Co. are considered to be responsive bidders. Based on AECOM's evaluation of qualifications, experience and the bids obtained, it is our recommendation that the DOA award the PB 15-3, Air Cargo Apron Rehabilitation construction contract to the lowest responsive bidder, Ranger Construction Industries.

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

Sincerely,
AECOM Technical Services, Inc.

A handwritten signature in black ink, appearing to read "Andrew Kacer".

Andrew Kacer, PE
AVP

enclosures: Bid Tabulation Analysis
Bid Review Checklist

Palm Beach County - Department of Airports
Palm Beach International Airport
Task I-13-PBI-A-005: Air Cargo Apron Rehabilitation
Bid Tabulation
March 6, 2015

				Engineers Estimate		GLF Construction Corp.		Marks Brothers, Inc.		Ranger Construction Industries		Community Asphalt Corp.		West Construction, Inc.		Kiewit Infrastructure South Co.	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
01000-1	MOBILIZATION	LS	1	\$185,000.00	\$185,000.00	\$200,000.00	\$200,000.00	\$101,538.00	\$101,538.00	\$247,710.00	\$247,710.00	\$175,370.00	\$175,370.00	\$140,000.00	\$140,000.00	\$183,898.72	\$183,898.72
01030	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC	LS	1	\$230,000.00	\$230,000.00	\$50,000.00	\$50,000.00	\$160,900.00	\$160,900.00	\$240,000.00	\$240,000.00	\$484,260.00	\$484,260.00	\$155,000.00	\$155,000.00	\$369,448.02	\$369,448.02
01720	PROJECT RECORD DOCUMENTS	LS	1	\$50,000.00	\$50,000.00	\$6,000.00	\$6,000.00	\$6,085.00	\$6,085.00	\$5,810.00	\$5,810.00	\$12,510.00	\$12,510.00	\$15,000.00	\$15,000.00	\$347.64	\$347.64
P-101-5.1	BITUMINOUS PAVEMENT REMOVAL	SY	1,050	\$7.00	\$7,350.00	\$9.00	\$9,450.00	\$7.30	\$7,665.00	\$4.10	\$4,305.00	\$6.60	\$6,930.00	\$18.00	\$18,900.00	\$22.00	\$23,100.00
P-101-5.2	APRON BITUMINOUS PAVEMENT REMOVAL	SY	410	\$7.00	\$2,870.00	\$7.00	\$2,870.00	\$37.50	\$15,375.00	\$14.80	\$6,068.00	\$6.70	\$2,747.00	\$18.00	\$7,380.00	\$20.00	\$8,200.00
P-101-5.3	CONCRETE PAVEMENT REMOVAL	SY	13,500	\$20.00	\$270,000.00	\$13.00	\$175,500.00	\$16.40	\$221,400.00	\$21.95	\$296,325.00	\$29.00	\$391,500.00	\$18.00	\$243,000.00	\$23.00	\$310,500.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	120	\$20.00	\$2,400.00	\$20.00	\$2,400.00	\$24.70	\$2,964.00	\$93.00	\$11,160.00	\$53.90	\$6,468.00	\$26.00	\$3,120.00	\$33.00	\$3,960.00
P-156-5.1	EROSION AND TURBIDITY CONTROL	LS	1	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$32,745.00	\$32,745.00	\$19,700.00	\$19,700.00	\$19,420.00	\$19,420.00	\$10,000.00	\$10,000.00	\$8,305.00	\$8,305.00
P-211-5.1	LIME ROCK BASE COURSE - 12" THICK	SY	600	\$18.00	\$10,800.00	\$33.00	\$19,800.00	\$19.20	\$11,520.00	\$24.25	\$14,550.00	\$31.50	\$18,900.00	\$31.20	\$18,720.00	\$54.00	\$32,400.00
P-211-5.2	SCARIFY AND RECOMPACT EXISTING LIME ROCK BASE	SY	15,300	\$4.00	\$61,200.00	\$5.00	\$76,500.00	\$1.50	\$22,950.00	\$2.90	\$44,370.00	\$4.50	\$68,850.00	\$18.60	\$284,580.00	\$11.00	\$168,300.00
P-211-5.3	SUPPLEMENTAL LIME ROCK BASE	CY	275	\$60.00	\$16,500.00	\$44.00	\$12,100.00	\$35.20	\$9,680.00	\$36.00	\$9,900.00	\$53.00	\$14,575.00	\$56.00	\$15,400.00	\$86.00	\$23,650.00
P-401-8.1	BITUMINOUS SURFACE COURSE	TON	230	\$125.00	\$28,750.00	\$220.00	\$50,600.00	\$179.50	\$41,285.00	\$190.00	\$43,700.00	\$179.00	\$41,170.00	\$253.00	\$58,190.00	\$269.00	\$61,870.00
P-403-8.1	HMA BASE COURSE	TON	2,455	\$125.00	\$306,875.00	\$120.00	\$294,600.00	\$125.00	\$306,875.00	\$110.00	\$270,050.00	\$123.00	\$301,965.00	\$138.00	\$338,790.00	\$241.00	\$591,655.00
P-403-8.2	HMA SURFACE COURSE	TON	285	\$125.00	\$35,625.00	\$150.00	\$42,750.00	\$125.00	\$35,625.00	\$130.00	\$37,050.00	\$126.00	\$35,910.00	\$225.00	\$64,125.00	\$268.00	\$76,380.00
P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT - 14" THICK	SY	9,950	\$115.00	\$1,144,250.00	\$91.00	\$905,450.00	\$110.00	\$1,094,500.00	\$110.00	\$1,094,500.00	\$101.00	\$1,004,950.00	\$118.32	\$1,177,284.00	\$119.00	\$1,184,050.00
P-501-8.2	PORTLAND CEMENT CONCRETE PAVEMENT - 9" THICK	SY	3,050	\$95.00	\$289,750.00	\$89.00	\$271,450.00	\$93.00	\$283,650.00	\$90.00	\$274,500.00	\$64.20	\$195,810.00	\$95.86	\$292,373.00	\$105.00	\$320,250.00
P-501-8.3	PORTLAND CEMENT CONCRETE PAVEMENT CRACK REPAIR	LF	50	\$185.00	\$9,250.00	\$10.00	\$500.00	\$5.50	\$275.00	\$5.55	\$277.50	\$32.40	\$1,620.00	\$52.00	\$2,600.00	\$47.00	\$2,350.00
P-610-5.1	PCC/ASPHALT TRANSITION SLAB	LF	500	\$250.00	\$125,000.00	\$185.00	\$92,500.00	\$91.60	\$45,800.00	\$120.00	\$60,000.00	\$129.00	\$64,500.00	\$25.00	\$12,500.00	\$168.00	\$84,000.00
P-620-5.1	RUNWAY AND TAXIWAY MARKINGS WITH REFLECTIVE MEDIA	SF	1,590	\$3.00	\$4,770.00	\$3.50	\$5,565.00	\$3.80	\$6,042.00	\$2.40	\$3,816.00	\$3.70	\$5,883.00	\$2.47	\$3,927.30	\$7.00	\$11,130.00
P-620-5.2	RUNWAY AND TAXIWAY MARKINGS WITHOUT REFLECTIVE MEDIA	SF	940	\$2.00	\$1,880.00	\$1.50	\$1,410.00	\$1.70	\$1,598.00	\$1.40	\$1,316.00	\$1.60	\$1,504.00	\$1.54	\$1,447.60	\$8.00	\$7,520.00
P-620-5.3	TEMPORARY RUNWAY AND TAXIWAY MARKINGS WITHOUT REFLECTIVE MEDIA	SF	1,930	\$1.50	\$2,895.00	\$1.50	\$2,895.00	\$1.70	\$3,281.00	\$1.40	\$2,702.00	\$1.60	\$3,088.00	\$1.54	\$2,972.20	\$4.00	\$7,720.00
P-620-5.4	PAVEMENT MARKING REMOVAL	SF	340	\$3.00	\$1,020.00	\$1.00	\$340.00	\$7.70	\$2,618.00	\$8.85	\$3,009.00	\$7.40	\$2,516.00	\$7.50	\$2,550.00	\$26.00	\$8,840.00
F-162-5.1	CHAIN LINK FENCE	LF	230	\$1.00	\$230.00	\$30.00	\$6,900.00	\$27.50	\$6,325.00	\$28.00	\$6,440.00	\$26.30	\$6,049.00	\$35.00	\$8,050.00	\$43.00	\$9,890.00
F-162-5.2	VEHICLE GATES	EA	1	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$1,560.00	\$1,560.00	\$1,590.00	\$1,590.00	\$1,890.00	\$1,890.00	\$12,000.00	\$12,000.00	\$1,333.00	\$1,333.00
F-162-5.3	FENCE REMOVAL	LF	255	\$10.00	\$2,550.00	\$4.00	\$1,020.00	\$4.50	\$1,147.50	\$4.45	\$1,134.75	\$3.40	\$867.00	\$5.00	\$1,275.00	\$4.00	\$1,020.00
T-904-5.1	SODDING	SY	300	\$6.00	\$1,800.00	\$5.00	\$1,500.00	\$4.75	\$1,425.00	\$12.50	\$3,750.00	\$8.90	\$2,670.00	\$2.70	\$810.00	\$2.00	\$600.00
519-78	BOLLARDS	EA	28	\$800.00	\$22,400.00	\$750.00	\$21,000.00	\$600.00	\$16,800.00	\$640.00	\$17,920.00	\$826.00	\$23,128.00	\$900.00	\$25,200.00	\$1,544.00	\$43,232.00
L-108-5.1	AIRCRAFT GROUND RECEPTACLES WITH 3/4"x20"GROUND RODS INSTALLED IN NEW FULL STRENGTH APRON CONCRETE/PAVEMENT	EA	4	\$450.00	\$1,800.00	\$850.00	\$3,400.00	\$1,090.00	\$4,360.00	\$940.00	\$3,760.00	\$893.00	\$3,572.00	\$980.00	\$3,920.00	\$1,452.00	\$5,808.00
L-108-5.2	PROVIDE AND INSTALL #4/0 BARE COPPER GROUNDING CONDUCTOR INSTALLED IN EARTH/NEW APRON PAVEMENT	LF	500	\$6.85	\$3,425.00	\$8.00	\$4,000.00	\$12.00	\$6,000.00	\$8.90	\$4,450.00	\$8.40	\$4,200.00	\$10.00	\$5,000.00	\$16.00	\$8,000.00
L-108-5.3	REMOVAL OF EXISTING JUNCTION CAN/LIGHT BASE CAN IN EARTH/EXISTING SHOULDER PAVEMENT, COMPLETE	EA	1	\$500.00	\$500.00	\$400.00	\$400.00	\$545.00	\$545.00	\$440.00	\$440.00	\$420.00	\$420.00	\$500.00	\$500.00	\$1,142.00	\$1,142.00
16050-5.1	REMOVAL OF EXISTING PULL BOX, COMPLETE	EA	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$1,090.00	\$2,180.00	\$440.00	\$880.00	\$420.00	\$840.00	\$500.00	\$1,000.00	\$1,571.00	\$3,142.00
16050-5.2	REMOVAL OF EXISTING POWER PEDESTAL, COMPLETE	EA	1	\$900.00	\$900.00	\$300.00	\$300.00	\$545.00	\$545.00	\$330.00	\$330.00	\$315.00	\$315.00	\$350.00	\$350.00	\$7,139.00	\$7,139.00
16050-5.3	MODIFY EXISTING SCALE SERVICE, COMPLETE	EA	2	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$5,980.00	\$11,960.00	\$890.00	\$1,780.00	\$840.00	\$1,680.00	\$1,000.00	\$2,000.00	\$7,568.00	\$15,136.00
16050-5.4	NEW POWER PEDESTAL INSTALLED IN NEW CONCRETE APRON, COMPLETE	EA	1	\$2,000.00	\$2,000.00	\$4,300.00	\$4,300.00	\$6,200.00	\$6,200.00	\$4,780.00	\$4,780.00	\$4,520.00	\$4,520.00	\$5,000.00	\$5,000.00	\$8,072.00	\$8,072.00
16050-5.5	MODIFY EXISTING HIGHMAST POLE, COMPLETE	EA	3	\$2,500.00	\$7,500.00	\$5,700.00	\$17,100.00	\$3,260.00	\$9,780.00	\$6,330.00	\$18,990.00	\$5,990.00	\$17,970.00	\$6,500.00	\$19,500.00	\$4,156.00	\$12,468.00
16050-5.6	#10 XHHW, FURNISH AND INSTALL, COMPLETE	LF	3400	\$1.00	\$3,400.00	\$0.70	\$2,380.00	\$1.40	\$4,760.00	\$0.80	\$2,720.00	\$0.75	\$2,550.00	\$0.90	\$3,060.00	\$2.00	\$6,800.00
16050-5.7	IUXHWU	LF	3100	\$1.30	\$4,030.00	\$1.00	\$3,100.00	\$1.70	\$5,270.00	\$1.10	\$3,410.00	\$1.10	\$3,410.00	\$1.20	\$3,720.00	\$2.00	\$6,200.00
16050-5.8	#3 XHHW, FURNISH AND INSTALL, COMPLETE	LF	900	\$3.35	\$3,015.00	\$2.50	\$2,250.00	\$2.80	\$2,520.00	\$2.80	\$2,520.00	\$2.60	\$2,340.00	\$3.00	\$2,700.00	\$4.00	\$3,600.00
16050-5.9	ONE 1" CONDUIT INSTALLED IN NEW CONCRETE APRON, COMPLETE	LF	600	\$12.00	\$7,200.00	\$3.00	\$1,800.00	\$19.60	\$11,760.00	\$3.35	\$2,010.00	\$3.20	\$1,920.00	\$3.60	\$2,160.00	\$25.00	\$15,000.00
16050-5.10	ONE 1 1/4" CONDUIT INSTALLED IN NEW CONCRETE APRON, COMPLETE	LF	950	\$15.00	\$14,250.00	\$3.10	\$2,945.00	\$19.90	\$18,905.00	\$3.45	\$3,277.50	\$3.30	\$3,135.00	\$3.90	\$3,705.00	\$25.00	\$23,750.00
16050-5.11	HAND EXCAVATE AND CONCRETE ENCASE EXISTING 2W2" CONDUIT, COMPLETE	LF	200	\$25.00	\$5,000.00	\$22.00	\$4,400.00	\$87.00	\$17,400.00	\$24.45	\$4,890.00	\$23.10	\$4,620.00	\$27.00	\$5,400.00	\$100.00	\$20,000.00
TOTAL CONSTRUCTION COST ESTIMATE					\$2,881,185		\$2,332,375.00		\$2,543,813.50		\$2,775,890.75		\$2,946,542.00		\$2,973,209.10		\$3,680,206.38

Bid Review Checklist
March 6, 2015

Description	GLF Construction Corp.	Marks Brothers, Inc.	Ranger Construction Industries	Community Asphalt Corp.	West Construction, Inc.	Kiewit Infrastructure South Co.
Addendum No. 1 Acknowledgment	✓	✓	✓	✓	✓	✓
Addendum No. 2 Acknowledgment	✓	✓	✓	✓	✓	✓
Addendum No. 3 Acknowledgment	✓	✓	✓	✓	✓	✓
Addendum No. 4 Acknowledgment	✓	✓	✓	✓	✓	✓
Bid Form (Pages BF-3 and BF-4)	✓	✓	✓	✓	✓	✓
Bid Price Form (Pages BF-6.1(R1) and BF-6.2(R1))	✓	✓	✓	✓	✓	✓
Milestone and Damages Data (Attachment No. 2)	✓	✓	✓	✓	✓	✓
Designation of Subcontractors (Attachment No. 3)	✓	✓	✓	✓	✓	✓
Provided Subcontractors License or Certification #'s	×	×	✓	×	×	✓
Prime Contractor Work (Attachment No. 4)	✓	✓	✓	✓	✓	✓
Prime Contractor Participation (Goal = 20%) (Prime/Subs)	62.6%/37.4%	88.2%/11.8%	52%/48%	34.8%/65.2%	42%/58%	69%/31%
Bid Bond (Attachment No. 5)	✓	✓	✓	✓	✓	✓
Surety (Part of Attachment No. 5)	✓	✓	✓	✓	✓	✓
Partnership Certificate (Attachment No. 6a)	N/A	N/A	N/A	N/A	N/A	N/A
Limited Liability Company Certificate (Attachment No. 6b)	N/A	N/A	N/A	N/A	N/A	N/A
Statement of Participation in Contracts subject to Non-Discrimination Clause (Attachment No. 7)	✓	×	✓	✓	✓	✓
Schedule 1 - List of Proposed DBE Firms (Attachment No. 8)	These Sections will be reviewed by the Palm Beach Department of Airports.					
Schedule 2 Letter of Intent to Perform as a DBE Subcontractor (Attachment No.9)						
Schedule 3 Demonstration of Good Faith Effort to Achieve DBE Goal (Attachment No. 10)						
DBE Participation (Goal = 15%)						
Schedule 6 Bidder and Subcontractor Information (Attachment No. 11)	✓	✓	✓	✓	✓	✓
Notice of Requirement for Certification of Non-Segregated Facilities (Attachment No. 12)	✓	✓	✓	✓	✓	✓
Trench Safety Certificate (Attachment No. 13)	✓	✓	✓	✓	✓	✓
Buy American Certificate (Attachment No. 14)	✓	✓	✓	✓	✓	✓
Certificate Regarding Foreign Participation (Attachment No. 15)	✓	✓	✓	✓	✓	✓
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment No. 16)	✓	✓	✓	✓	✓	✓
Form of Noncollusion Affidavit (Attachment No. 17)	✓	✓	✓	✓	✓	✓
Bidder Qualification Questionnaire (Attachment No. 18)	✓	✓	✓	✓	✓	✓
Provided Superintendent Qualifications	×	×	✓	✓	×	✓
E-Verification Certification (Attachment No. 19)	✓	✓	✓	✓	✓	✓
Safety Plan Compliance Document (SPCD) Certification (Attachment No. 20)	✓	✓	✓	✓	✓	✓
County Non-Discrimination Requirements (Attachment No. 21)	✓	✓	✓	✓	✓	✓
AIA or Similar Form	×	×	✓	✓	✓	✓
All Revised Addenda Bid Form Pages Included	×	✓	✓	✓	✓	✓
Relevant Project List Over Last 5 years	✓	✓	✓	✓	×	✓

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director, Planning and Community Affairs

FROM: Laura Beebe, Deputy Director, Airport Business Affairs

DATE: March 11, 2015

RE: PBI Air Cargo Apron Rehabilitation, Project No.: PB 15-3

I have reviewed the bids submitted in response to the Invitation for Bids (IFB) issued for the above-referenced project. The bid submitted by the apparent low bidder, GLF Construction Corporation, is non-responsive to the DBE requirements for failure to achieve the DBE goal or demonstrate good faith efforts as required by the IFB.

Marks Brothers, Inc., is also non-responsive to the DBE requirements for failure to complete the DBE schedules as required.

Ranger Construction Industries, Inc. is responsive to the DBE requirements and achieved the DBE goal with 44.5% DBE participation.

Community Asphalt Corp. is non-responsive to the DBE requirements for failure to achieve the DBE goal or demonstrate good faith efforts as required by the IFB.

West Construction, Inc., is responsive to the DBE requirements and achieved the DBE goal with 42.7% DBE participation.

Kiewit Infrastructure South Co. is responsive to the DBE requirements and achieved the DBE Goal with 18.64% DBE participation.

If you have any questions, please let me know.

15-0776

BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

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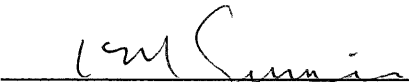
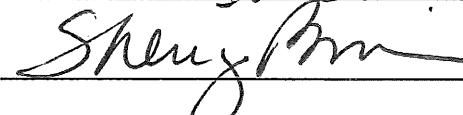
Advantage Document Numbers:

BGEX 040615/1128
BGRV 040615/510

Fund 4111 Airport Improvement & Development Fund

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 04/06/15	REMAINING BALANCE
<u>Revenues</u>								
121-A297-8224	Transfer from Airport Passenger Fac Fund	486,000	478,966	1,004,050	0	1,483,016		
	Total Receipts and Balances	<u>166,008,819</u>	<u>170,822,140</u>	<u>1,004,050</u>	<u>0</u>	<u>171,826,190</u>		
<u>Expenditures</u>								
121-A900-9909	Res Imp Program	16,486,055	19,738,383	1,004,050	0	20,742,433		
	Total Appropriations & Expenditures	<u>166,008,819</u>	<u>170,822,140</u>	<u>1,004,050</u>	<u>0</u>	<u>171,826,190</u>		

	Signatures	Date	By Board of County Commissioners
OFMB			At Meeting of
INITIATING DEPARTMENT/DIVISION		4/16/15	May 19, 2015
Administration/Budget Department Approval		4/28/15	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted			

4-11-17

Attachment # 3

15-0777

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Page 1 of 1 pages

Fund 4112 Airport Passenger facility Charges Fund

Advantage Document Numbers:
BGEX 040615/1127
BGRV

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 04/06/15	REMAINING BALANCE
<u>Expenditures</u>								
820-9000-9223	Transfer to Airport Improvement & Dev Fund	35,752,686	33,429,113	1,004,050	0	34,433,163	-244,071	34,677,234
121-A900-9909	Reserves Improvement Program	30,837,301	30,186,591	0	1,004,050	29,182,541	0	29,182,541
Total Appropriations & Expenditures		66,589,987	63,615,704	1,004,050	1,004,050	63,615,704		

OFMB	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION	<u>[Signature]</u>	<u>4/17/15</u>	At Meeting of
Administration/Budget Department Approval	<u>[Signature]</u>	<u>4/28/15</u>	<u>May 19, 2015</u>
OFMB Department - Posted			Deputy Clerk to the Board of County Commissioners

20 4/27

Attachment # 4