

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 5, 2018		<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works Department		
Submitted By:	Engineering & Public Works Department		
Submitted For:	Roadway Production Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the first amendment to the annual pathway and minor construction contract with Wynn & Sons Environmental Construction Co. Inc. (Wynn) R2018-0012, dated January 23, 2018, to add reporting language to the contract; and
- B) the first amendment to the annual milling and resurfacing contract with Ranger Construction Industries, Inc. (Ranger) R2017-1873, dated December 19, 2017, to add reporting language to the contract;

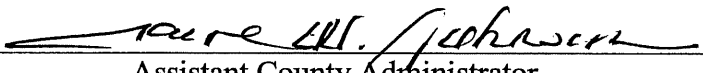
SUMMARY: In accordance with Palm Beach County's (County) adopted procedure, approval of these first amendments will add the additional reporting language required by the County to report information regarding the county of residency of the employees that work for the firms that are awarded contracts funded by the Infrastructure Sales Tax. Countywide (LBH)

Background and Justification: In accordance with the County's adopted procedure to report information regarding the county of residency of the employees that work for firms that are awarded contracts funded by the Infrastructure Sales Tax, language is being added to these existing contracts for the additional reporting.

Attachments:

1. First Amendment with Wynn and Certificate of Insurance (2)
2. First Amendment with Ranger and Certificate of Insurance (2)

Recommended By:  5/15/2018
Department Director Date

Approved By:  5/23/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ **	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact. These amendments add reporting language to the annual contracts.

C. Departmental Fiscal Review: . Alicia Kovalainen

III. REVIEW COMMENTS

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

Lisa Power 5/10/18
OFMB
5/10
5/10
5/10/2018
Contract Dev. and Control
5/23/18
5/23/18

B. Approved as to Form
and Legal Sufficiency:

M. Kerner 5/23/18
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FIRST AMENDMENT TO THE ANNUAL MILLING AND RESURFACING
CONTRACT PROJECT NO. 2017053
DATED DECEMBER 19, 2017 (R2017-1873) BY AND BETWEEN
RANGER CONSTRUCTION INDUSTRIES, INC.
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the ANNUAL MILLING AND RESURFACING CONTRACT dated DECEMBER 19, 2017 (R2017-1873), hereinafter "CONTRACT" by and between RANGER CONSTRUCTION INDUSTRIES, INC., hereinafter "CONTRACTOR" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on December 19, 2017, the CONTRACTOR and COUNTY entered into a twelve month CONTRACT (R2017-1873) for milling and resurfacing, and other related tasks throughout Palm Beach County; and

WHEREAS, by this First Amendment, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT terms to add additional reporting language, with all original terms, conditions and unit prices adhered to, except as hereby amended.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. It is the intent of the parties hereto that this First Amendment shall not become binding until the date executed by the COUNTY.
3. All other provisions of the CONTRACT (R2017-1873) dated December 19, 2017, shall remain in full force and effect, except as hereby amended.
4. Item 7 – Responsibilities after contract Award (page SBE-3) shall include the following: Both SBE Schedules 1 (List of Proposed SBE and M/WBE Participation) and Schedule 2 (Letter of Intent to Perform as an SBE or M/WBE Subcontractor) shall be submitted with each task authorization.
5. The COUNTY requires the CONTRACTOR to track during the CONTRACT, and report at the end of the CONTRACT the county of residence of the CONTRACTOR'S employees and its subcontractors' employees. The CONTRACTOR agrees to prepare and provide the required report with its request for final payment.

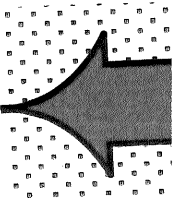
IN WITNESS WHEREOF, the parties have caused this First Amendment to the Annual Milling and Resurfacing Contract (R2017-1873) to be executed and sealed this _____ day of _____, 2018.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

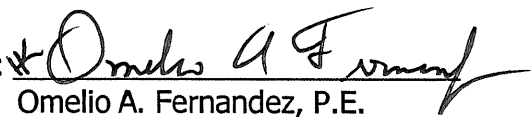
By: _____
Melissa McKinlay, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

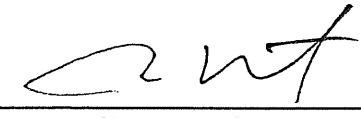
By: _____
Yelizaveta B. Herman,
Assistant County Attorney

By: 
Omelio A. Fernandez, P.E.
Roadway Production Division

ATTEST:

Ranger Construction Industries, Inc.
Contractor

By: 
Secretary or Asst. Secretary

By: 
(Signature)



James W. Moretz, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2018

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

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

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com FAX (A/C, No): 321-988-0209
INSURED Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Indemnity Co INSURER B : Charter Oak Fire Insurance INSURER C : Travelers Property & Casualty INSURER D : Travelers Insurance INSURER E : INSURER F :

COVERAGES				CERTIFICATE NUMBER: 2008564854		REVISION NUMBER:								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
B	X	COMMERCIAL GENERAL LIABILITY		Y		CO-5807B217-18	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 1,000,000				
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000			
	X	Contractual Liab							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				
										\$				
		GEN'L AGGREGATE LIMIT APPLIES PER:												
		POLICY	X	PRO-JECT		LOC								
		OTHER:												
A	AUTOMOBILE LIABILITY					CAP-5807B186-IND-18	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	X	ANY AUTO							BODILY INJURY (Per person)	\$				
		OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$			
	X	HIRED AUTOS ONLY	X						NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$			
											\$			
											\$			
C	X	UMBRELLA LIAB	X	OCCUR	Y	CUP-5807B198-18	4/1/2018	4/1/2019	EACH OCCURRENCE	\$ 5,000,000				
		EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$ 5,000,000				
		DED	X	RETENTION \$ 10,000						\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y / N	N / A	UB-6339B488-18	4/1/2018	4/1/2019	X	PER STATUTE		OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)												E.I. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below												E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
													E.I. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Per Project Aggregate applies when required by written contract.

Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its officers, employees and agents are endorsed as an Additional Insured on Commercial General Liability, Automobile Liability and Umbrella Liability with respect to work performed for them by the Named Insured as the specified project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
Project: Annual Milling & Resurfacing Contract; Contract No. 2015053

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Engineering Department 2300 N Jog Road, 3rd Floor West Palm Beach FL 33411-2745	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>

**FIRST AMENDMENT TO THE ANNUAL PATHWAY AND MINOR CONSTRUCTION
CONTRACT, PROJECT NO. 2017055, DATED JANUARY 23, 2018 (R2018-0012)
BY AND BETWEEN
WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.
AND PALM BEACH COUNTY**

THIS FIRST AMENDMENT to the ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT dated JANUARY 23, 2018 (R2018-0012) hereinafter "CONTRACT" by and between WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC., hereinafter "CONTRACTOR" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on January 23, 2018, the CONTRACTOR and COUNTY entered into a twelve month CONTRACT (R2018-0012) for pathway and minor construction, and other related tasks throughout Palm Beach County; and

WHEREAS, by this First Amendment, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT terms to add additional reporting language, with all original terms, conditions and unit prices adhered to, except as hereby amended.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. It is the intent of the parties hereto that this First Amendment shall not become binding until the date executed by the COUNTY.
3. All other provisions of the CONTRACT (R2018-0012) dated January 23, 2018, shall remain in full force and effect, except as hereby amended.
4. Item 7 – Responsibilities after contract Award (page SBE-3) shall include the following: Both SBE Schedules 1 (List of Proposed SBE and M/WBE Participation) and Schedule 2 (Letter of Intent to Perform as an SBE or M/WBE Subcontractor) shall be submitted with each task authorization.
5. The COUNTY requires the CONTRACTOR to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the CONTRACTOR'S employees and its subcontractors' employees. The CONTRACTOR agrees to prepare and provide the required report with its request for final payment.

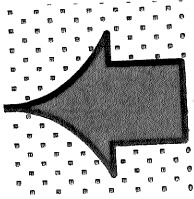
IN WITNESS WHEREOF, the parties have caused this First Amendment to the Annual Pathway and Minor Construction Contract (R2018-0012) to be executed and sealed this _____ day of _____, 2018.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
Board of County Commissioners

By: _____
Deputy Clerk

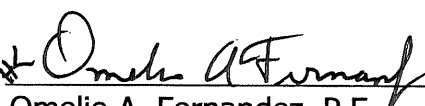
By: _____
Melissa McKinlay, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
Yelizaveta B. Herman,
Assistant County Attorney

By:  _____
Omelio A. Fernandez, P.E.
Roadway Production Division

ATTEST:

Wynn & Sons Environmental
Construction Co. Inc.
Contractor

By:  _____
Secretary or Asst. Secretary

By:  _____
(Signature)

(Seal)

Daniel P. Wynn, President



WYNN&-1

OP ID: AW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2018

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

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PRODUCER Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Matthew A.Peace	800-538-0487	CONTACT NAME: PHONE (A/C, No, Ext): 800-538-0487 FAX (A/C, No): 561-626-3153 E-MAIL ADDRESS:
INSURED Wynn & Sons Environmental Construction Co Inc 7268 Belvedere Road West Palm Beach, FL 33411		INSURER(S) AFFORDING COVERAGE INSURER A : Owners Insurance Co 32700 INSURER B : Southern-Owners Ins Co 10190 INSURER C : Southern-Owners Ins Co 10190 INSURER D : Bridgefield Employers Ins. Co. 10701 INSURER E : Travelers Indemnity Company of 25666 INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	182312-72737515	05/03/2018	05/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		51-737515-00	05/02/2018	05/02/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		51-737515-01	05/03/2018	05/03/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	830-39458	07/03/2017	07/03/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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
E	Equipment Floater		QT-660-3E978765-TIL-18	05/03/2018	05/03/2019	Scheduled 1,391,021 Rent/Leas 250,000

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

RE 2015056 Federalized. Palm Beach County Board of County Commissioners, 2300 N Jog Rd, West Palm Beach, FL 33411 a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is endorsed as an Additional Insured on the Commercial General Liability per contract.
*Contractual Liability Coverage is applicable to the indemnification/hold

CERTIFICATE HOLDER PBCENGI Palm Beach County Engineering & Public Works Dept. c/o Engineering & Public Works 2300 North Jog Road West Palm Beach, FL 33416	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD:

HOLDER CODE PBCENGI
INSURED'S NAME Wynn & Sons Environmental

WYNN&-1
OP ID: AW

PAGE 2
Date 04/25/2018

harmless provision of Article 7 -12.1. Note: Other Entities in the Right of
Way are to be listed individually as additional insured. 30 days notice
for cancellation, 10 day notice for non payment.