

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

Meeting Date: October 22, 2019 Consent Regular
 Workshop Public Hearing

Department: **Engineering & Public Works**
 Submitted By: **Engineering & Public Works**
 Submitted For: **Roadway Production Division**

EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a first amendment to the annual milling and resurfacing construction contract R2018-1533, Project No. 2018051, dated October 16, 2018, with Ranger Construction Industries, Inc. (Ranger), to retroactively extend the expiration date from October 15, 2019 to October 15, 2020, increase the contract by \$15,400,000 and update contract language.


SUMMARY: Approval of this first amendment will increase the contract with Ranger from \$16,000,000 to \$31,400,000, retroactively extend the expiration date from October 15, 2019 to October 15, 2020 and update the Commercial Non-Discrimination, Maintenance of Payroll Records, Local Government Prompt Payment Act, Proposal Form, Audit of Contractor's Records, and the Equal Business Opportunity Program sections and add the VSS Registration Required section. The increased contract amount is based on updated estimates that exceed the current contract amount to be expended throughout Palm Beach County (County) by the user departments. To date, tasks in the amount of \$12,449,461 have been authorized for Ranger. The first amendment was pulled from the October 8, 2019 Board of County Commissioner's agenda so that it could be re-presented to the Goal Setting Committee (GSC). The GSC set a 15% Small Business Enterprise (SBE) subcontracting goal for this contract as the Affirmative Procurement Initiative on October 11, 2019. This bid was solicited on August 7, 2018. Ranger has agreed to 15% SBE participation. Their cumulative SBE participation to date is 15.3%. This is the first of two allowable extensions, not to exceed 36 months total contract time, as the contract provides. Countywide (YBH)

Background and Justification: The contract consists of milling and resurfacing construction on an as needed basis.

Attachments:

1. First Amendment with Ranger and Certificates of Insurance (2)
2. Goal Setting Summary Worksheet

Recommended by:  10/16/2019
County Engineer Date

Approved By:  10/20/19
Assistant County Administrator Date

**AMENDMENT NO. 1 TO THE
ANNUAL MILLING AND RESURFACING CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND RANGER CONSTRUCTION INDUSTRIES, INC.**

This Amendment No. 1 to the Annual Milling and Resurfacing Contract (R2018-1533), dated October 16, 2018 (ANNUAL CONTRACT), is made and entered into the _____ day of _____, 2019, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (COUNTY), and Ranger Construction Industries, Inc. (CONTRACTOR) (individually Party and collectively Parties).

W I T N E S S E T H

WHEREAS, the CONTRACTOR and COUNTY entered into the ANNUAL CONTRACT on October 16, 2018 (R2018-1533); and

WHEREAS, the ANNUAL CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, by this Amendment No. 1, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT, as provided herein.

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. The ANNUAL CONTRACT is hereby amended to retroactively extend the expiration date of the ANNUAL CONTRACT from October 15, 2019 to October 15, 2020.
3. The ANNUAL CONTRACT is hereby amended to increase the amount by \$15,400,000, from \$16,000,000 to \$31,400,000.
4. The **Nondiscrimination** section on page **ITB-1** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

COMMERCIAL NON-DISCRIMINATION: The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represent that throughout the term of the ANNUAL CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the ANNUAL CONTRACT.

The CONTRACTOR represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the CONTRACTOR from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

5. The **Maintenance of Payroll Records** section and the **Reporting Payroll** section on page LW-1 of the ANNUAL CONTRACT are hereby deleted in their entirety and replaced with the following:

Maintenance of Payroll Records

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this ANNUAL CONTRACT. The records shall contain:

1. Each employee's name and address;
2. Each employee's job title and classification;
3. The number of hours worked each day by each employee;
4. The gross wages and deductions made for each employee; and
5. Annual wages paid to each employee.

Reporting Payroll:

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the COUNTY's request, the non-county employer shall

produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this ANNUAL CONTRACT.

6. The **Local Government Prompt Payment Act** section on pages **SP-8** and **SP-9** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

Local Government Prompt Payment Act:

In accordance with the Local Government Prompt Payment Act (F.S. 218.70, et seq), the CONTRACTOR is hereby notified of the following:

The CONTRACTOR will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the CONTRACTOR must provide the following:

Pay Request No. 1

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as the result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the CONTRACTOR, together with the

Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the CONTRACTOR within 5 Working Days of the joint inspection.

If the pay request and support data are not approved, the CONTRACTOR is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the CONTRACTOR shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the CONTRACTOR and the Department, CONTRACTOR shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer or Assistant County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of CONTRACTOR's written demand. The County Engineer, Deputy County Engineer or Assistant County Engineer shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting.

This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

CONTRACTOR must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, within 10 days after the CONTRACTOR's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. CONTRACTOR shall provide subcontractors and suppliers hired by CONTRACTOR with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

7. The following **VSS Registration Required** paragraph is hereby added to the Instructions to Bidders section of the ANNUAL CONTRACT:

VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), CONTRACTOR must register in the COUNTY's Vendor Self Service (VSS) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors, CONTRACTOR must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize Contract Award until CONTRACTOR has certified that the CONTRACTOR and all of its subcontractors are registered in VSS.

8. The first paragraph on **Proposal Form page P-4B** is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR acknowledges that Addenda 1 thru 2 have been received and that related costs are reflected in the submitted bid. CONTRACTOR has committed to goal of 15% SBE participation as set forth on the Schedule 1 and Schedule 2 that are

completed and submitted by CONTRACTOR. CONTRACTOR shall comply with said goal if awarded the ANNUAL CONTRACT.

The CONTRACTOR hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the CONTRACTOR has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the COUNTY's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the COUNTY's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the COUNTY to reject the proposal submitted by the CONTRACTOR for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the CONTRACTOR shall provide to the COUNTY a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the CONTRACTOR discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the COUNTY, the CONTRACTOR agrees to comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The CONTRACTOR further agrees to perform all necessary force account Work, as provided for in the General Provisions, and to execute the ANNUAL CONTRACT and return to the COUNTY, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

9. **Section 3-8 Audit of CONTRACTOR's Records** of the **General Provisions** of the ANNUAL CONTRACT hereby added as follows:

3-8 Audit of CONTRACTOR's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the ANNUAL CONTRACT, the Department reserves the right to conduct an audit of the CONTRACTOR's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the CONTRACTOR or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the ANNUAL CONTRACT for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the CONTRACTOR fails to comply with these requirements, the Department may disqualify or suspend the CONTRACTOR from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10. The **Small Business Enterprise** Bid Document Language, pages **SBE-1 through SBE-4**, are hereby deleted in their entirety and replaced with the following:

S/M/WBE - EBO REQUIREMENTS

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>.

Definitions. The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the ANNUAL CONTRACT.

"Prime" and "prime contractor" mean, refer, and relate to "Prime Contractor," as defined in the EBO Ordinance, and to "Bidder" and "Contractor," as defined in the ANNUAL CONTRACT, and as applicable. "Solicitation" and "solicit" mean, refer, and relate to Advertisement for Bid, as defined in the ANNUAL CONTRACT.

Item 1- Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may

be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the COUNTY's requirements for the EBO Program, and which is incorporated in this solicitation. A Bidder must comply with the requirements contained in this Section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2- Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

a. Application of API(s)

The API(s) approved for this solicitation, including any applicable S/M/WBE goals is **15% SBE Subcontracting participation goal (ord. 2-80.27 (1)(c))**. A minimum mandatory goal of 15% or the total estimated dollar value of the ANNUAL CONTRACT shall be subcontracted to SBEs, however, the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms. Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

b. API Waiver Requests

If Bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

c. Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>. The

OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the COUNTY in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

d. Documentation Required for Good Faith Efforts

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

Item 3- Bid Submission Documentation

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being

counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

Change Orders and Modifications. If the COUNTY's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors intended to be used in performance of the ANNUAL CONTRACT, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor is performing all or any portion of this ANNUAL with their work force.

Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor and a Subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor and by the proposed Subcontractor. If the Prime Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid/proposal being rejected as non-responsive to the solicitation.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly.

Item 4- S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcqov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the ANNUAL CONTRACT as the COUNTY may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5- Counting S/M/WBE Participation

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation the total dollar value of a contract will be determined by the COUNTY by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.
- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime Contractor may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime Contractor may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor, provided that the S/M/WBE Subcontractor has the responsibility for the installation of the purchased materials and equipment.

- e. The Prime Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.
- g. The Prime Contractor may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

Item 6 - Responsibilities After Contract Award

Schedule 3- Subcontractor Activity Form

The CONTRACTOR shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each Subcontractor after receipt of payment from the CONTRACTOR. The CONTRACTOR shall submit this form with each payment application or invoice submitted to the COUNTY when the COUNTY has paid the CONTRACTOR on the previous payment application for services provided by a Subcontractor. If any Subcontractor intends to disburse funds associated with this payment to another Subcontractor for labor provided on this ANNUAL CONTRACT, the amount and name of the Subcontractor shall be listed on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the CONTRACTOR is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the CONTRACTOR for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or Bidders agree to provide any additional information requested by the COUNTY to substantiate participation.

The successful Bidder shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form is to be filled out by the CONTRACTOR and the Payment Certification Forms are to be executed by the Subcontractor to verify receipt of payment.

Upon letter notification by the COUNTY that the EBO payment portal/tracking system is available for use, the vendor is required to input all Subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

Item 7- S/M/WBE Substitutions

After contract award, the CONTRACTOR will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The CONTRACTOR will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the COUNTY's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the CONTRACTOR shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The CONTRACTOR shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 8- EBO Program Compliance- Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the COUNTY's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of COUNTY contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all

noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance., then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
 - b. Withholding of funds;
 - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
 - d. Suspension or Debarment of a respondent or Bidder, Contractor or other business entity from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
 - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
11. It is the intent of the Parties hereto that this Amendment No. 1 shall not become binding until the date executed by the COUNTY.
12. Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 to the ANNUAL CONTRACT, as amended, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

OWNER:

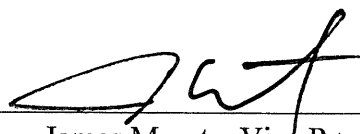
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____, Mayor

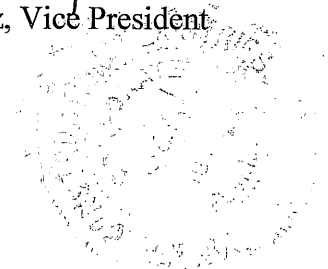
SEAL

CONTRACTOR:

Ranger Construction Industries, Inc.

BY:  _____
James Moretz, Vice President

SEAL



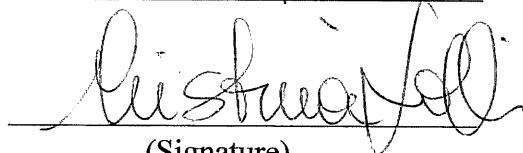
ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

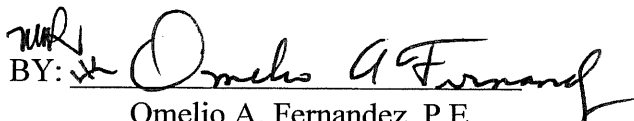
BY: _____
(Deputy Clerk)

ATTEST WITNESS:

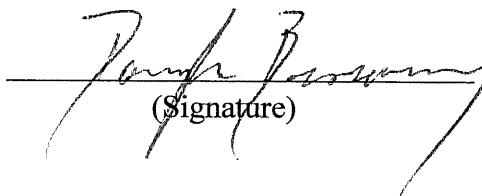
BY: CRISTINA LOLLI


(Signature)

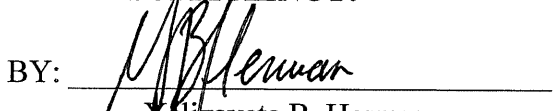
**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: 
Omelio A. Fernandez, P.E.
Director of Roadway Production

Douglas Browning
(Print Name)


(Signature)

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY:**

BY: 
Elizaveta B. Herman,
Assistant County Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2019

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
	INSURER(S) AFFORDING COVERAGE	
INSURED Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065 RANG001	INSURER A : Travelers Indemnity Co NAIC # 25658	
	INSURER B : Charter Oak Fire Insurance NAIC # 25615	
	INSURER C : Travelers Property & Casualty NAIC # 25674	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 824130255

REVISION NUMBER:

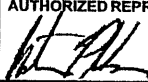
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CO-5807B217-19	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP-5807B186-IND-19	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-1N297872-19-25	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8L888782-19-25-D	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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. 2018051; RCI No. 3000924

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners C/O Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach CA 90801	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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**AMENDMENT NO. 1 TO THE
ANNUAL MILLING AND RESURFACING CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND RANGER CONSTRUCTION INDUSTRIES, INC.**

This Amendment No. 1 to the Annual Milling and Resurfacing Contract (R2018-1533), dated October 16, 2018 (ANNUAL CONTRACT), is made and entered into the _____ day of _____, 2019, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (COUNTY), and Ranger Construction Industries, Inc. (CONTRACTOR) (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the CONTRACTOR and COUNTY entered into the ANNUAL CONTRACT on October 16, 2018 (R2018-1533); and

WHEREAS, the ANNUAL CONTRACT may be extended, at the COUNTY's option for a defined period of time, not to exceed thirty-six months total contract time, upon approval of the COUNTY; and

WHEREAS, by this Amendment No. 1, the CONTRACTOR and the COUNTY mutually agree to amend the ANNUAL CONTRACT, as provided herein.

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. The ANNUAL CONTRACT is hereby amended to retroactively extend the expiration date of the ANNUAL CONTRACT from October 15, 2019 to October 15, 2020.
3. The ANNUAL CONTRACT is hereby amended to increase the amount by \$15,400,000, from \$16,000,000 to \$31,400,000.
4. The **Nondiscrimination** section on page **ITB-1** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

COMMERCIAL NON-DISCRIMINATION: The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represent that throughout the term of the ANNUAL CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the ANNUAL CONTRACT.

The CONTRACTOR represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the CONTRACTOR from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

5. The **Maintenance of Payroll Records** section and the **Reporting Payroll** section on page **LW-1** of the ANNUAL CONTRACT are hereby deleted in their entirety and replaced with the following:

Maintenance of Payroll Records

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this ANNUAL CONTRACT. The records shall contain:

1. Each employee's name and address;
2. Each employee's job title and classification;
3. The number of hours worked each day by each employee;
4. The gross wages and deductions made for each employee; and
5. Annual wages paid to each employee.

Reporting Payroll:

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the COUNTY's request, the non-county employer shall

produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this ANNUAL CONTRACT.

6. The **Local Government Prompt Payment Act** section on pages **SP-8** and **SP-9** of the ANNUAL CONTRACT is hereby deleted in its entirety and replaced with the following:

Local Government Prompt Payment Act:

In accordance with the Local Government Prompt Payment Act (F.S. 218.70, et seq), the CONTRACTOR is hereby notified of the following:

The CONTRACTOR will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the CONTRACTOR must provide the following:

Pay Request No. 1

- OEBO Schedule 3
- Certification of Compliance with the Living Wage Ordinance

Pay Request No. 2 and all others following, but not including the Final

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
- Form of Guarantee

A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as the result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the CONTRACTOR, together with the

Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the CONTRACTOR within 5 Working Days of the joint inspection.

If the pay request and support data are not approved, the CONTRACTOR is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the CONTRACTOR shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the CONTRACTOR and the Department, CONTRACTOR shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer or Assistant County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of CONTRACTOR's written demand. The County Engineer, Deputy County Engineer or Assistant County Engineer shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting.

This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

CONTRACTOR must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the CONTRACTOR, within 10 days after the CONTRACTOR's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. CONTRACTOR shall provide subcontractors and suppliers hired by CONTRACTOR with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

7. The following **VSS Registration Required** paragraph is hereby added to the Instructions to Bidders section of the ANNUAL CONTRACT:

VSS REGISTRATION REQUIRED: Prior to Contract award or renewal (Award), CONTRACTOR must register in the COUNTY's Vendor Self Service (VSS) at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors, CONTRACTOR must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. COUNTY will not finalize Contract Award until CONTRACTOR has certified that the CONTRACTOR and all of its subcontractors are registered in VSS.

8. The first paragraph on **Proposal Form page P-4B** is hereby deleted in its entirety and replaced with the following:

The CONTRACTOR acknowledges that Addenda 1 thru 2 have been received and that related costs are reflected in the submitted bid. CONTRACTOR has committed to goal of 15% SBE participation as set forth on the Schedule 1 and Schedule 2 that are

completed and submitted by CONTRACTOR. CONTRACTOR shall comply with said goal if awarded the ANNUAL CONTRACT.

The CONTRACTOR hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the CONTRACTOR has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the COUNTY's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the COUNTY's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the COUNTY to reject the proposal submitted by the CONTRACTOR for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the CONTRACTOR shall provide to the COUNTY a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the CONTRACTOR discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the COUNTY, the CONTRACTOR agrees to comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The CONTRACTOR further agrees to perform all necessary force account Work, as provided for in the General Provisions, and to execute the ANNUAL CONTRACT and return to the COUNTY, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

9. **Section 3-8 Audit of CONTRACTOR's Records** of the **General Provisions** of the ANNUAL CONTRACT hereby added as follows:

3-8 Audit of CONTRACTOR's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the ANNUAL CONTRACT, the Department reserves the right to conduct an audit of the CONTRACTOR's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the CONTRACTOR or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the ANNUAL CONTRACT for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the CONTRACTOR fails to comply with these requirements, the Department may disqualify or suspend the CONTRACTOR from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

10. The **Small Business Enterprise** Bid Document Language, pages **SBE-1 through SBE-4**, are hereby deleted in their entirety and replaced with the following:

S/M/WBE - EBO REQUIREMENTS

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>.

Definitions. The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the ANNUAL CONTRACT.

"Prime" and "prime contractor" mean, refer, and relate to "Prime Contractor," as defined in the EBO Ordinance, and to "Bidder" and "Contractor," as defined in the ANNUAL CONTRACT, and as applicable. "Solicitation" and "solicit" mean, refer, and relate to Advertisement for Bid, as defined in the ANNUAL CONTRACT.

Item 1- Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may

be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the COUNTY's requirements for the EBO Program, and which is incorporated in this solicitation. A Bidder must comply with the requirements contained in this Section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2- Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

a. Application of API(s)

The API(s) approved for this solicitation, including any applicable S/M/WBE goals is **15% SBE Subcontracting participation goal (ord. 2-80.27 (1)(c))**. A minimum mandatory goal of 15% or the total estimated dollar value of the ANNUAL CONTRACT shall be subcontracted to SBEs, however, the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms. Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

b. API Waiver Requests

If Bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

c. Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>. The

OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the COUNTY in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

d. Documentation Required for Good Faith Efforts

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

Item 3- Bid Submission Documentation

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being

counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

Change Orders and Modifications. If the COUNTY's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors intended to be used in performance of the ANNUAL CONTRACT, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor is performing all or any portion of this ANNUAL with their work force.

Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Prime Contractor and a Subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor and by the proposed Subcontractor. If the Prime Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid/proposal being rejected as non-responsive to the solicitation.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly.

Item 4- S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the ANNUAL CONTRACT as the COUNTY may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5- Counting S/M/WBE Participation

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation the total dollar value of a contract will be determined by the COUNTY by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.
- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime Contractor may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime Contractor may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor, provided that the S/M/WBE Subcontractor has the responsibility for the installation of the purchased materials and equipment.

- e. The Prime Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.
- g. The Prime Contractor may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

Item 6 - Responsibilities After Contract Award

Schedule 3- Subcontractor Activity Form

The CONTRACTOR shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4- Payment Certification Form

A fully executed Schedule 4 shall be submitted for each Subcontractor after receipt of payment from the CONTRACTOR. The CONTRACTOR shall submit this form with each payment application or invoice submitted to the COUNTY when the COUNTY has paid the CONTRACTOR on the previous payment application for services provided by a Subcontractor. If any Subcontractor intends to disburse funds associated with this payment to another Subcontractor for labor provided on this ANNUAL CONTRACT, the amount and name of the Subcontractor shall be listed on this form. All named Subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the CONTRACTOR is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the CONTRACTOR for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or Bidders agree to provide any additional information requested by the COUNTY to substantiate participation.

The successful Bidder shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form is to be filled out by the CONTRACTOR and the Payment Certification Forms are to be executed by the Subcontractor to verify receipt of payment.

Upon letter notification by the COUNTY that the EBO payment portal/tracking system is available for use, the vendor is required to input all Subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

Item 7- S/M/WBE Substitutions

After contract award, the CONTRACTOR will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The CONTRACTOR will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the COUNTY's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the CONTRACTOR shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The CONTRACTOR shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 8- EBO Program Compliance- Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the COUNTY's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of COUNTY contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all

noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance., then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or Bidder, Contractor or other business entity from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

11. It is the intent of the Parties hereto that this Amendment No. 1 shall not become binding until the date executed by the COUNTY.
12. Except as hereby amended, changed or modified, all other provisions of the ANNUAL CONTRACT, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 to the ANNUAL CONTRACT, as amended, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

OWNER:

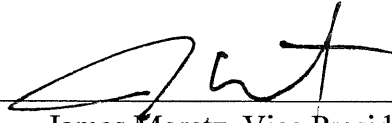
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:

BY: _____, Mayor

S E A L

CONTRACTOR:

Ranger Construction Industries, Inc.

BY: 
James Moretz, Vice President

S E A L

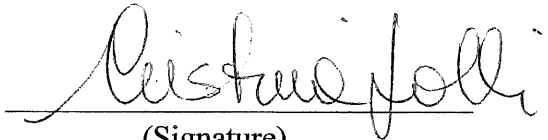
ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

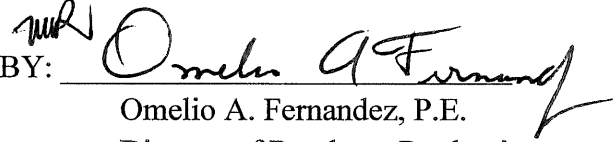
BY: _____
(Deputy Clerk)

ATTEST WITNESS:

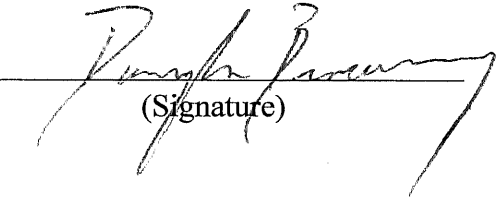
BY: CRISTINA LOLLU


(Signature)

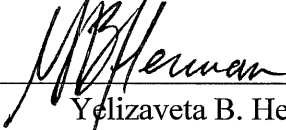
APPROVED AS TO TERMS AND CONDITIONS:

BY: 
Omelio A. Fernandez, P.E.
Director of Roadway Production

Douglas Browning
(Print Name)


(Signature)

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

BY: 
Yelizaveta B. Herman,
Assistant County Attorney

N:\ROADWAY\PRO\2018\2018051 Milling and Resurfacing\5 - Annual Amendments and Change Orders\2018051 Ranger Amendment 1 - with all EBO language - updated 10.16.19.docx



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2019

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
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	INSURER A : Travelers Indemnity Co		25658
	INSURER B : Charter Oak Fire Insurance		25615
	INSURER C : Travelers Property & Casualty		25674
	INSURER D :		
	INSURER E :		
INSURER F :			


COVERAGES **CERTIFICATE NUMBER:** 824130255 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		CO-5807B217-19	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP-5807B186-IND-19	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-1N297872-19-25	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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/A	UB-8L888782-19-25-D	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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. 2018051; RCI No. 3000924

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners C/O Insurance Tracking Services, Inc. (ITS) PO Box 20270 Long Beach CA 90801	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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SOLICITATION SIGNATURE PAGE

(Please attach to Goal Setting Worksheet and API Recommendation Form)

Department/Division Engineering and Public Works

Project Name/Number 2018051 Annual Milling and Resurfacing Construction Contract

Contract Manager Holly Knight

Phone/ E-mail 561-684-4122

Estimated Date of Advertising renewal Estimated Dollar Value of Project \$16,000,000

Type of Solicitation renewal – Construction Bid

DEPARTMENT/DIVISION/OFFICE

SIGNATURE AND DATE

Originating Department/Division

[Signature]

Department/Division Director

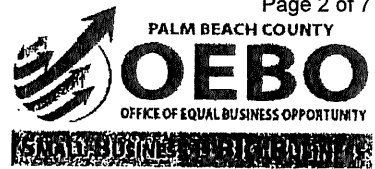
[Signature]

OEBO

[Signature]

Goal Setting Committee Chairperson

[Signature]



Solicitation Review and API Recommendation

Department/Division Engineering and Public Works
 Project Name/Number 2018051 Annual Milling and Resurfacing Construction Contract
 Contract Manager Holly Knight
 Phone/e-Mail 561-684-4122
 Estimated Date of Advertising renewal Estimated Dollar Value of Project \$16,000,000
 Type of Solicitation renewal - Construction Bid

The following steps have been taken in the review of the scope of services and terms:

EARLY/FORMAL REVIEW*

- A review of the Terms and Conditions of the solicitation and contract has been reviewed and removed any language or conditions that may adversely impact S/M/WBE firms to respond.
- Special contract requirements are included due to the following:

- This solicitation has been reviewed to identify opportunities for De-Bundling or Aggregating to increase competition among S/M/WBE firms.
- This solicitation review has considered and determined this contract is sized to maximize S/M/WBE participation in the bidding process. The following steps were taken:

minimized number of line items

- The following opportunities have been combined to increase the competition among S/M/WBE firms:

- The selection criteria will not unnecessarily restrict competition or adversely impact the ability for S/M/WBE firms to respond or participate as subcontractors. The following steps were taken:

did not add any additional requirements above standard

- The project will be advertised for a minimum of 30 days unless where practical or for a longer period if required by state law.
- Researched relative availability for the particular good or service at the prime and subcontractor levels.
- Consult with department management which API will create maximum opportunity for S/M/WBEs or prepare Waiver.
- Complete Goal Setting form with backup documentation.
- The originating department has determined there are no S/M/WBE subcontracting opportunities and have included documentation associated with the **No API** recommendation on the Goal Setting Worksheet.
- Forward to the OEBO for review.
- If the OEBO agrees, submit to the Purchasing or Originating Department.
- If the OEBO disagrees, change and submit to Purchasing or Originating Department.

MANDATORY REVIEW

Complete Department Goal Setting Form, attach to Solicitation Document and forward to the OEBO for the Goal Setting Committee.

*A Solicitation Signature Page should be attached and signed at each step of the review process.

GOAL SETTING
Project Summary Worksheet
 Availability Adjustment/Weighting

ORIGINATING DEPARTMENT: Engineering and Public Works

DATE: October 3, 2019

SOLICITATION NAME: Annual Milling and Resurfacing Construction Contract

PROJECT No. 2018051

TYPE OF SOLICITATION: REQUEST FOR RENEWAL

CATEGORY: CONSTRUCTION

SCOPE OF PROJECT:

Roadway milling and resurfacing on a work task order basis throughout the County.

COMMODITY CODE	PRIMARY DISCIPLINE/TRADE DESCRIPTION	ESTIMATED COST	PERCENTAGE OF PROJECT
91395	Paving/Resurfacing, Highway and Road	\$ 8,000,000.00	50.00%
91396	Paving/Resurfacing, Street (Major and Residential)	\$ 6,560,000.00	41.00%
96884	Traffic Control Services (To Include Placement and Removal o	\$ 800,000.00	5.00%
96239	Hauling Services	\$ 640,000.00	4.00%
		\$ -	
		\$ -	
		\$ -	
		\$16,000,000.00	100.00%

AVAILABILITY

COMMODITY	RACE/ETHNICITY							Total S/M/WBE	NON-SMWBE	TOTAL FIRM	PERCENT OF WORK
	SBE	WBE	MBE	AABE	NABE	HABE	ABE				
91395	3		3			2	1	6	17	23	50.00%
91396	5		2			1	1	7	15	22	41.00%
96884			0					0	5	5	5.00%
96239	5	1	6	2		4		12	16	28	4.00%
0			0					0	0		0.00%
0			0					0	0		0.00%
0			0					0	0		0.00%
	13	1	11	2	0	7	2	25	53	78	100.00%
	16.67%	1.28%	14.10%	2.56%	0.00%	8.97%	2.56%	32.05%	67.95%	100.00%	

GOAL SETTING
Project Summary Worksheet
Availability Adjustment/Weighting

ORIGINATING DEPARTMENT: Engineering and Public Works

DATE: October 3, 2019

SOLICITATION NAME: Annual Milling and Resurfacing Construction Contract

PROJECT No. 2018051

TYPE OF SOLICITATION: REQUEST FOR RENEWAL

CATEGORY: CONSTRUCTION

COMMODITY & AVAILABILITY										WEIGHT
COMMODITY	SBE	WBE	M/WBE	AABE	NABE	HABE	ABE	Total S/M/WBE	NON-SMWBE	
91395	0.07	0.00	0.07	0.00	0.00	0.00	0.00	0.13	0.37	50.00%
91396	0.09	0.00	0.00	0.00	0.00	0.00	0.00	0.13	0.28	41.00%
96884	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	5.00%
96239	0.01	0.00	0.01	0.00	0.00	0.01	0.00	0.02	0.02	4.00%
0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL	0.17	0.00	0.08	0.00	0.00	0.01	0.00	0.28	0.72	
X 1	16.55%	0.00%	7.52%	0.00%	0.00%	0.57%	0.00%	27.80%	72.20%	

GOAL SETTING
Project Summary Worksheet
Availability Adjustment/Weighting

ORIGINATING DEPARTMENT: Engineering and Public Works

DATE: October 3, 2019

SOLICITATION NAME: Annual Milling and Resurfacing Construction Contract

PROJECT No. 2018051

TYPE OF SOLICITATION: REQUEST FOR RENEWAL

CATEGORY: CONSTRUCTION

YTD UTILIZATION:

SBE	MBE	WBE	AABE	NABE	HABE	ABE

AVAILABLE APIs:

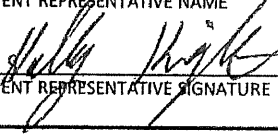
SBE Subcontracting (Minimum of 20%)

DEPARTMENT RECOMMENDED API:

SBE Subcontracting 15% to match original contract.

Holly Knight

DEPARTMENT REPRESENTATIVE NAME



DEPARTMENT REPRESENTATIVE SIGNATURE

OEBO RECOMMENDED API:

SBE subcontracting 15%

Angela Smith

OEBO REVIEWER NAME



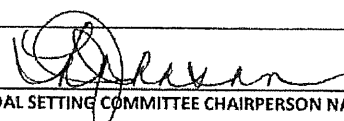
OEBO REVIEWER SIGNATURE

10/11/2019

GOAL SETTING COMMITTEE DETERMINATION

Ordinance Reference: 2-80.27 (1)(c)

SBE Subcontracting Program 15%



GOAL SETTING COMMITTEE CHAIRPERSON NAME

Tonya Davis Johnson

GOAL SETTING COMMITTEE CHAIRPERSON SIGNATURE

GSC DATE: 10/11/19

10/11/2019

Annual Milling and Resurfacing Construction Contract
Renewal. Project no.: 2019051

This project is an Annual contract for milling and resurfacing on a work task order basis. Based on the department, the typical subcontracting opportunities are under the 20% minimum mandatory. They have asked the Office of EBO, based on the EBO Ordinance, Section 2-80.27 (1c), for a reduction of the 20% minimum mandatory goal. Due to the inadequate availability of SBE primes and subcontractor firms qualified to perform the commercially useful business functions that are valued at 20% of the total estimated dollar value of this particular County contract.

Based on the historical utilization of this contract, SBE participation was for Hauling, Asphalt installation and minor milling at a participation goal of 15.3%. The current contract awardee provided schedules 1 and 2 that provided a further breakdown of Hauling at 4.4% and Asphalt install and Minor milling at 10.9%.

The OEBO agrees with Departments recommendation/request for reduction of the minimum mandatory goal of 20% down to 15.3%