Agenda Item #: 3-C-4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 10, 2023

[X] Consent [] Ordinance

[] Regular [] Public Hearing

Department: Engineering and Public Works

Submitted By: Engineering and Public Works

Submitted For: Road and Bridge Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order 2021050-30 in the amount of \$448,000 to mill and resurface Rogers Road from West County Line to Miami Canal Road utilizing Palm Beach County's (County) annual asphalt milling and resurfacing contract R2021-0984 (Contract) with Ranger Construction Industries, Inc. (Ranger).

SUMMARY: Per County PPM CW-F-050, this work order exceeds the \$200,000 threshold for staff approvals of work orders to annual contracts, thus requiring approval from the Board of County Commissioners (BCC). Approval of this work order will allow the contractual services necessary to construct the improvements. Prior to this meeting date, approximately \$10 million of Ranger's \$50 million Contract that was approved on August 17, 2021, by the BCC, has been spent or encumbered. This Contract is one of three contracts with an available cumulative total of \$50 million for the annual asphalt milling and resurfacing program. The Affirmative Procurement Initiative selected for this Contract on September 16, 2020 by the Goal Setting Committee is a 15% minimum mandatory Small Business Enterprise (SBE) participation. Ranger agreed to 15% SBE participation for the contract and 15.84% for this work order. Their cumulative SBE participation, including this work order is 14%. This project is included in the infrastructure sales tax. District 6 (YBH)

Background and Justification: The County intends to construct the improvements in accordance with the attached work order. The budget for the improvements includes striping and marking costs of \$50,000 bringing the total fiscal impact to \$498,000.

Attachments:

1. Location Map

2. Work Order 2021050-30 with Exhibits "A", "B" and "C" (3)

| A Recommended by: | Savel 2 high | 12/8/2012 |
|-------------------|--------------------------------|-----------|
| | County Engineer | Date |
| Approved By: | ta | 12/20/22 |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------------------------------------|------------|--------|------|------|------|
| Capital Expenditures | \$498,000 | -0- | -0- | -0- | -0- |
| Operating Costs | -0- | -0- | -0- | -0- | -0- |
| External Revenues | -0- | -0- | -0- | -0- | -0- |
| Program Income (County) | -0- | -0- | -0- | -0- | -0- |
| In-Kind Match (County) | -0- | -0- | -0- | -0- | -0- |
| NET FISCAL IMPACT | \$498,000 | -0- | -0- | -0- | -0- |
| # ADDITIONAL FTE POSITIONS (Cumulative) | -0- | -0- | -0- | -0- | -0- |
| Is Item Included in | Current Bu | udget? | | Yes | |

Is Item Included in Current Budget? Does this item include the use of federal funds? Budget Account No: Fund 3950 Dept 361 Unit 1732 Object 4612-C017/C020

Annual Contract Asphalt & Milling 448,000.00 \$ Striping and Marking \$ 50,000.00 Fiscal Impact Ś 498,000.00

Note: Surtax Funding FY 2023 \$ 570,000 Rodgers Rd. from County line to Miami Canal Rd.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

12/91 OF RIG OFMB MG 12/9

Approved as to Form В. and Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

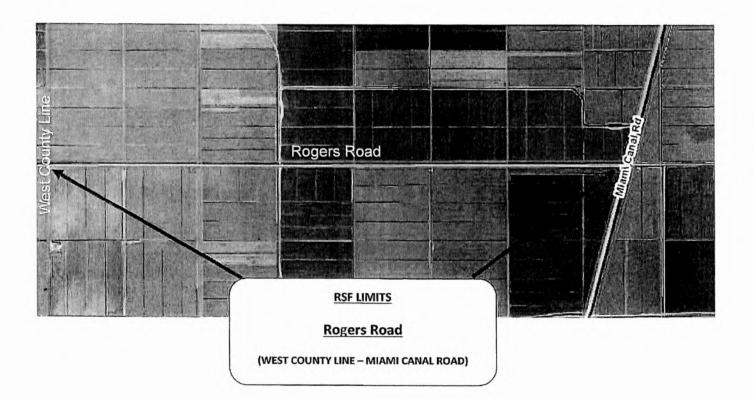
F:\ADM_SER\Fiscal\AgendaPage2\FY 2022.23.012.3950.2023803

12/19/2 Dev. and Control Fra 12/15/02

No

Yes





LOCATION MAP

WORK ORDER # 2021050-30 TO THE ANNUAL MILLING AND RESURFACING CONTRACT BY AND BETWEEN PALM BEACH COUNTY AND RANGER CONSTRUCTION INDUSTRIES, INC. FOR ROGERS ROAD FROM WEST COUNTY LINE TO MIAMI CANAL ROAD

This Work Order to the Contract for Annual Milling and Resurfacing (R2021-0984), dated August 17, 2021 (**ANNUAL CONTRACT**) is made and entered into the _____ day of______, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**) and RANGER CONSTRUCTION INDUSTRIES, INC. (**CONTRACTOR**) authorized to do business in the State of Florida, whose Federal I.D. is 59-2098662 (individually Party and collectively Parties).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an ANNUAL CONTRACT on a work order basis on August 17, 2021 (R2021-0984); and

WHEREAS, the COUNTY desires the CONTRACTOR to mill and resurface Rogers Road from West County Line to Miami Canal Road in Palm Beach County, Florida ("IMPROVEMENTS"); and

WHEREAS, the CONTRACTOR agrees to construct the IMPROVEMENTS in accordance with the terms and conditions of the ANNUAL CONTRACT, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

Re: ROGERS ROAD FROM WEST COUNTY LINE TO MIAMI CANAL ROAD

Work Order No.: 2021050-30

WHEREAS, based on the pricing agreed to in the ANNUAL CONTRACT, the Parties

agree that a cost not to exceed \$448,000 is appropriate compensation for the services to be

performed by the **CONTRACTOR** to construct the **IMPROVEMENTS**.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of

the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

- 1. The above recitals are true and are incorporated herein.
- 2. The **CONTRACTOR** agrees to construct the **IMPROVEMENTS** in accordance with the **ANNUAL CONTRACT**, and as further described in **Exhibit "A"**.
- 3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$448,000 to construct the **IMPROVEMENTS**. Final payment shall be per documented quantities installed.
- 4. The following Exhibits are attached to and made part of this Work Order:
 - a) Exhibit A Work Order Request and Scope/Cost Estimate; and
 - b) Exhibit B OEBO Schedules 1 and 2; and
 - c) Exhibit C Public Construction Bond

INTENTIONALLY LEFT BLANK

Re: ROGERS ROAD FROM WEST COUNTY LINE TO MIAMI CANAL ROAD

Work Order No.: 2021050-30

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the IMPROVEMENTS, pursuant to the ANNUAL CONTRACT, on behalf of the COUNTY, and CONTRACTOR has hereunto set its hand the day and year above written.

OWNER:

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

BOARD OF COUNTY COMMISSIONERS

BY:

BY:

Mayor

CONTRACTOR:

Ranger Construction Industries, Inc., a Florida Corporation

B

CORPORATE S E A L

WITNESS:

Jamie Timming, Vice President (Printed Name and Title)

ATTEST: Joseph Abruzzo, Clerk of the Circuit Court & Comptroller

Deputy Clerk

SEAL

APPROVED AS TO TERMS

AND CONDITIONS:

BY: sc

BY: Misture Joll

Cristina Lolli (Printed Name)

BY: n

Taylor Lombardo (Printed Name)

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

10

Yelizaveta Herman, Assistant County Attorney

Exhibit A, Pg. 1 of 2

| BEACH COLLAR NA BEACH COLLAR NA COLL | ENGINEERING & I | ITY BOARD OF COUNTY COMMISSIONERS IG & PUBLIC WORKS DEPARTMENT 9, WEST PALM BEACH, FL 33416-1229 | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|--|--|--|
| REQUEST: WORK ORDER NO. 2021050-30 NEW AUTHORIZATION CHANGE ORDER NO SUPPLEMENTAL NO OTHER: | REQUESTING DIVISION ROAD & BRIDGE TRAFFIC ROADWAY PRODUCT CONSTRUCTION COC STREETSCAPE | DATE Septe REQUESTOR TON COMMISSION DR. RESOLUTION PBC PO NUM | mber 29, 2022 Darren Prainito N DISTRICT NO: <u>6</u> NO: <u>R2021-0984</u> IBER: | | | |
| PROJECT LOCATION/LIMITS: Roger: PROJECT NUMBER: 2023803 CONTRACT NO: 2021050 | s Road from West County Li | ne to Miami Canal Ro BUDGET LINE ITEM: CONTRACT DATE: _A | 3950-361-1732-4612 | | | |
| CONTRACTOR/CONSULTANT/VEND CONTACT: Josh Torrens Details: In accordance with your con directed. A separate NTP will be issu | tract, you are to provide the | CONTACT PHONE NU | | | | |
| This work shall be coordinated with, Darren Prainito, Construction Project The total amount of this request , The Small Business Enterprise(SBE) g The estimated SBE participation for The cumulative SBE participation to | t Manager R&B (561)-233-3 , per the attached docum goal for this contract is <u>15 %</u> this request is <u>15%</u> . | 962 entation, is not to e | | | | |
| Name: Darren Prainito | Title: Project Manager | Teleph | one Number: 561-233-3962 | | | |
| CONTRACTOR/CONSULTANT/VENDO Please indicate your receipt of this Wo and returning a duplicate copy. | | completion of the pro | I submit with invoice at the ject. Project completed in rract and Project Specifications. | | | |
| Signature I | Date | Signature | Date | | | |
| Printed Name and Title | | Printed Name and Tit | le | | | |
| PALM BEACH COUNTY APPROVALS | | BOARD APPROVAL? | $\frac{\text{YES}}{24} \text{Date:} \frac{11023}{2522}$ | | | |
| Division Approval | Date | Budget Approval | Date | | | |
| Assistant County Engineer | Date | Contract Review Com | mittee (when required) Date | | | |



ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

Exhibit 'A'

| FLORIDA | | | | | DATE: | | 9/16/2022 |
|----------------------|--------------------------------------------------------------------------|-------------|-------------------------------|----|-------------|----|------------|
| Descriptio | Mill and Resurfacing Ro | | Road Maintenance District: | | | | 5 |
| Project Location: | Rogers Rd. from West County Line to Miami Canal Rd. Comr | | | | n District: | | 6 |
| Item # | Item Description | Quantity | Unit | Un | it Price | | Amount |
| 14 | MILL EXISTING ASPHALT PAVEMENT (1.5") | 47000 | SY | \$ | 2.00 | \$ | 94,000.00 |
| 23 | SUPERPAVE ASPHALTIC CONCRETE (SP-12.5 TRAFFIC LEVEL C) (>200 TON ORDERS) | 3000 | TN | \$ | 104.00 | \$ | 312,000.00 |
| 25 | OFF DUTY POLICE OFFICER | 1 | HR | \$ | 75.00 | \$ | 75.00 |
| 26 | PORTABLE MILLING MACHINE | 4 | HR | \$ | 230.00 | \$ | 920.00 |
| 35 | ADJUST VALVE BOX & MISC STRUCTURES | 1 | EA | \$ | 95.00 | \$ | 95.00 |
| 38 | BITUMINOUS MATERIAL (PRIME COAT) | 10 | GAL | \$ | 6.50 | \$ | 65.00 |
| RANGER 202 | 1050 | | | SU | BTOTAL: | \$ | 407,155.00 |
| | | | | | CONT: | \$ | 40,845.00 |
| | | a ser inger | | | TOTAL: | \$ | 448,000.00 |

Striping 50,000

Prepared By: ACR

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

| SOUCITATION/DDALECT/RID MANA | E: ANNUAL MILLING AND RESURFACING |
|-------------------------------|-----------------------------------|
| BULLENTALION TO LONG DID INTO | |

NAME OF PRIME RESPONDENT/BIDDER: RANGER CONSTRUCTION

CONTACT PERSON: JOSH TORRENS

SOLICITATION OPENING/SUBMITTAL DATE: March 16, 2021

SOLICITATION/PROJECT/BID No.: 2021050

ADDRESS: 101 SANSBURY'S WAY, WEST PALM BEACH, FL

PHONE NO.: 561 793 9400 E-MAIL:

DEPARTMENT: ENGINEERING AND PUBLIC WORKS

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE <u>PRIME CONTRACTOR/CONSULTANT</u> ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

| | (Che <u>Non-SBE</u> | ck all Applicable Cate <u>M/WBE</u> | | | | | | |
|---------------------------------------------------------|-------------------------|----------------------------------------|-------------------------|------------------------------------------------------------|--------------------------------------------|-----------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------|
| Name, Address and Phone Number | m a ligen a standard | Minority/Women Business | Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) |
| 1. SIRDAR TRUCKING | | | $\overline{\mathbf{A}}$ | | | 97 - 19 - 19 - 19 - 19 - 19 - 19 - 19 - | | \$26,283 |
| 2. ALMAZAN CONSTRUCTION | | | | | \$38,220 | - | - | |
| 3. | | | | | | | | |
| 4. | | | | | | - MCML style careto - Hay | | NOT THE OWNER OF THE OWNER OWNER |
| 5. | | | | | | | | |
| (Please use additional sheets if necessary) | | ************************************** | Total | BACTORISTICS CALLED AND AND AND AND AND AND AND AND AND AN | \$38,220 | Battle | | \$26,283 |
| Rogers Rd. from County Line to Miami Caual Rd (WO a | 80) \$407,155 | | Total SB | E - M/WBE Participation | 564,503 (15.84) Digitally signed by Jan | 4%) | | |
| I hereby certify that the above information is accurat | e to the hest | of my knowledge: | Jamie | RTimmina | Timming Date: 2022.11.08 16:04 | | Vice President | |
| I BOLLNY WE MAY MINE UND SDOTO AND AND MANDERS ALLER AL | or any material and the | Signature | | | | Title | | |

Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.

3. Modification of this form is not permitted and will be rejected upon submittal.

Exhibit B, Pg. 2 of 3

OEBO LETTER OF INTENT - SCHEDULE 2

- completed schedule : is scheduling document between the Prime Consistent/consultant and a Subcontractor/subconsolitant (in) say ttert 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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2021050 SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING Subcontractor: ALMAZAN CONSTRUCTION LLC Prime Contractor: RANGER CONSTRUCTION (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): _____ DISBE DWBE DMBE DM/WBE Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male D Female African-American/Black Aslan American Caucasian American **Supplier** Hispanic American **Native** American

<u>S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form</u>. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| | Asphalt Milling & Clean-up | \$4,900 | 7.80 | | \$38,220 |
| | ىلىغانىيە يەرىپەر بەرىيەتىيەت بەرىيەت ب | | | ىرىمىيە مەرىپىرىغان باللەرلەرلەرلەر بىلەر بىلەرلەرلەرلەرلەرلەرلەرلەرلەرلەرلەرلەرلەرل | |
| | ىرىمىيىرى بىرىمىيىرى بىرىمىيىرى بىرى بىرى بىرى بىرى بىرى بىرى بىرى | 1 | | and was a statement of the second statement of | an a far |
| and the second s | an a | an de la construcción de la constru Construcción de la construcción de l | | الآل بي الا محمد المكافرة بين المحمد () من المحمد المحمد المحمد المحمد المحمد المحمد المحمد المحمد المحمد الم محمد المحمد ال | an general series de la source alle d'an source anne source source source source source source a source alle de |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage:

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

| Digitally signed by Jamle R Timming | Print Name of Subcontractor/subconsultant |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Date: 2022.11.15 19:47:23 -05'00' | By: |
| ature | Authorized Signature |
| ng | SIGMULLI Almazian |
| and and and an an and an | Print Name |
| ent | PVISI d tot |
| Bullin Erst. Ler Erste neber efter for die an der voorse felden die | Title |
| 22 | Date: 1114122_ |
| | Timming Date: 2022.11.15 19:47:23 |

Revised 09/17/2019

Exhibit B, Pg. 3 of 3

OEBO LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tler) 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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2021050

SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING

Column 2

Prime Contractor: RANGER CONSTRUCTION Subcontractor: SIRDAR TRUCKING (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): May 7, 2024 EISBE IWBE OMBE OM/WBE ONON-S/M/WBE

The undersigned affirms they are the following (select one from each column if applicable): Column 1

Column 3

CMale EFemale

CAfrican-American/Black CAsian American Coucasian American **C**ISupplier C Hispanic American **DNative** American

S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|--------------|----------------------------------------------------------------------------------------------------------------|------------|--------------------|------------------------------|------------------------|
| | HAULING ASPHALT MILLINGS | \$75 | 350.44 | | \$26,263 |
| | ana katika dikang atapa atapa atapa katana atapa katana katana katana katana katana katana katana katana katan | |] | | |
| | | | | 1949-04 | |
| | | | | n | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 422,230 (8.45%) Report Rd from West County Line to Manu Count Rd - WO as

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

| Name of 2nd/3rd | tier Subcontractor/subconsultant |
|-----------------|----------------------------------|

Price or Percentage:

| Print Name of Prime | Jamie R | Digitally signed by Jamie F Timming Data: 2022,11,15 19:47:40 |
|---------------------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| By: | Timming | -05'00' |
| A | uthorized Signature | |
| J | amie Timming | |
| Print Name | | |
| | Vice President | |
| Title | and a second | |
| Data | 11/15/2022 | |

SIRDAR TRUCKING INC

| Print | Name | ofSu | bcc | ntract | or/su | bcon | sulitant |
|-------|------|------|-----|--------|-------|------|----------|
| | Lh. | 11. | e | Hr | (| 1.1 | 1 - |

By: MOUND ATTO SLV **Authorized Signature**

PHOOLMATTIE SIRDAR Print Name

PRESIDENT

Title

Date: 11/8/22

Revised 09/17/2019

PUBLIC CONSTRUCTION BOND

| BOND NUMBER: | 107719085 | | | |
|----------------------|------------------------------------------------------------------------------------------------------------------|--|--|--|
| BOND AMOUNT: | \$448,000.00 \$448,000.00 | | | |
| CONTRACT AMOUNT: | | | | |
| CONTRACTOR'S NAME: | Ranger Construction Industries. Inc. | | | |
| CONTRACTOR'S ADDRESS | S: 1645 N. Congress Ave. West Palm Beach, FL 33409 | | | |
| CONTRACTOR'S PHONE: | 561-793-9400 | | | |
| SURETY COMPANY: | Travelers Casualty and Surety Company of America | | | |
| SURETY ADDRESS: | SS: <u>One Tower Square</u> Hartford, CT 06183 | | | |
| SURETY PHONE: | 800-842-8496 | | | |
| OWNER'S NAME: | Palm Beach County | | | |
| OWNER'S ADDRESS: | 2300 North Jog Road, Suite 3W-33 West Palm Beach, FL 33411-2745 | | | |
| OWNER'S PHONE: | 561-684-4150 | | | |
| PROJECT NO.: | Work Order 2021050-30 | | | |
| DESCRIPTION OF WORK: | Rogers Rd. from West County Line to Miami Canal Rd. Asphalt Milling and Paving | | | |
| PROJECT LOCATION: | Rogers Rd. from West County Line to Miami Canal Rd. | | | |
| LEGAL DESCRIPTION: | No legal description is available. The best description available is indicated in the Project Location above. | | | |

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of: <u>\$448,000.00</u>

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

| WHEREAS, Principal has by written | agreement dated | , 20 | , entered into a |
|------------------------------------------------|--------------------|------|-------------------|
| contract with the County for: Project Name: | Rogers Rd. from We | 1 | o Miami Canal Rd. |
| Project No.: | Work Order 202105 | 0-30 | |
| Project Description: | See Page PCB-1 | | |
| Project Location: | See Page PCB-1 | | |

in accordance with Design Criteria Drawings and Specifications prepared by:

| Name of Engineering/Architectural Firm: | TBD |
|-----------------------------------------|-----|
| Location of Firm: | TBD |
| Phone: | TBD |
| Fax: | TBD |

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated ______ between Principal and County for the construction of the project as described above, the contract being made part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

PCB-2

PUBLIC CONSTRUCTION BOND

- Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST: Ranger Construction Industries, Inc. 71 (Seal) (Signature) CRISTINA LOLL (Print Name) SSISTANT By: CONDRO amie Timming, Vice President (Title) (Principal) ATTEST: Travelers Casualty and Surety Company of America (Signature) (Seal) AYLOR LAMBAR (Print Name) Witness to Surety By: William Phelps, Attorney-In-Fact and FL Resident Agent (Title) (Surety)

PCB-3

| PUBI | JC CC | DNSTR | UCTIO | N BOND |
|------|-------|--------------|-------|--------|
| | | | | |

| PROJECT NO.: | Work Order 2021050-30 |
|----------------------|-----------------------------------------------------------------------------------|
| DESCRIPTION OF WORK: | Rogers Rd. from West County Line to Miami Canal Rd. Asphalt Milling and Paving |
| | |
| PROJECT LOCATION: | Rogers Rd. from West County Line to Miami Canal Rd. |
| TROJECT LOCATION. | |
| SURETY COMPANY: | Travelers Casualty and Surety Company of America |
| SURETY ADDRESS: | One Tower Square Hartford, CT 06183 |
| SURETY PHONE: | 800-842-8496 |
| BOND NUMBER: | 107719085 |
| BOND AMOUNT: | \$448,000.00 |
| CONTRACT AMOUNT: | \$448,000.00 |

As the Surety Company for <u>Ranger Construction Industries, Inc.</u> we have executed the captioned bond. Because the contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, <u>Travelers Casualty and Surety Company of America</u>, permission is hereby granted to Palm Beach County to fill in the contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

PCB-4

Exhibit C, Pg. 5 of 5

POWER OF ATTORNEY

POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM D PHELPS** of **MELBOURNE**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021



State of Connecticut

City of Hartford ss.

Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By:

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this



day of

es, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.