

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$ 522,000	-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	\$ 522,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No :

Fund 3900 Dept 363 Unit R123-102 Object 4612

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund
 Pavement Mgmt/Roadway Striping FY2023
 Residential Streets Within Palm Beach National Subdivision

Annual Contract	
Asphalt & Milling	\$ 514,000.00
Striping and Marking	\$ 8,000.00
Fiscal Impact	\$ 522,000.00

C. Departmental Fiscal Review: *Garry Ramalsingh*

III. REVIEW COMMENTS

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

ABDCAL 1/5/23
 OFMB *GA 115*
MD 115

Garry M. Anic 1/12/24
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] *1/16/24*
 Assistant County Attorney

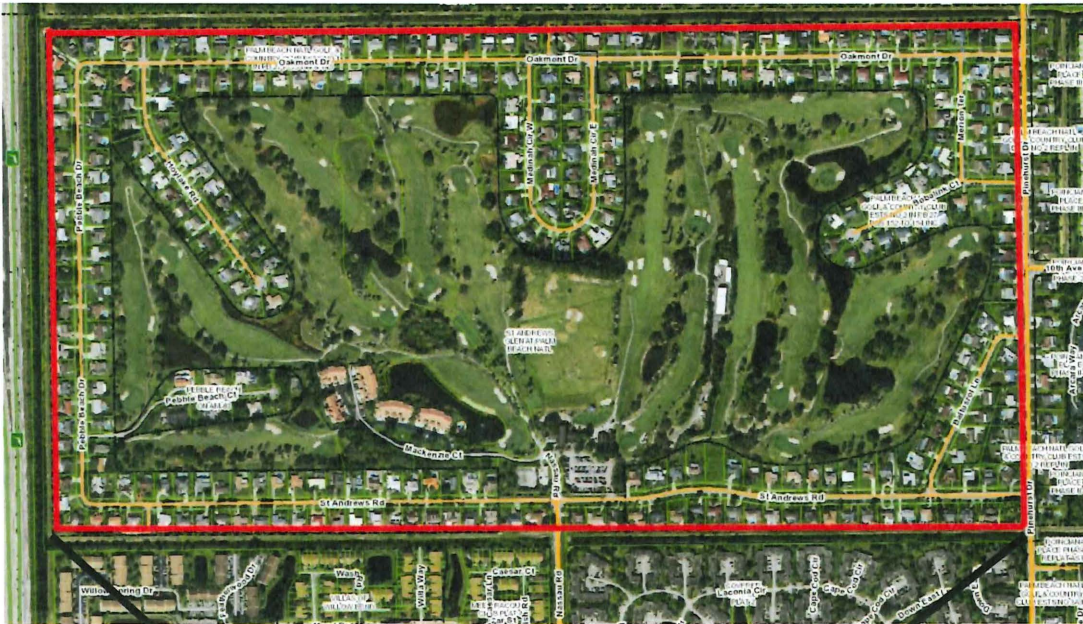
C. Other Department Review:

 Department Director

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



LOCATION MAP



RSF LIMITS

THE RESIDENTIAL STREETS WITHIN THE PALM BEACH NATIONAL SUBDIVISION

St Andrews Road / Pebble Beach Drive to Pinehurst Drive
Pebble Beach Drive / St Andrews Road to Oakmont Drive
Hoylake Road / Oakmont Drive to Cul-de-sac
Oakmont Drive / Pebble Beach Drive to Pinehurst Drive
Skokie Road / Oakmont to Dead-end
Medinah Circle W / Oakmont Drive to Medinah Circle E
Medinah Circle E / Medinah Circle w to Oakmont Drive
Bobalink Court / Dead-end to Pinehurst Drive
Merion Terrace / Bobalink Court to Oakmont Drive
Inverness Road / Dead-end to St Andrews Road
Baltusrol Lane / St Andrews Road to Pinehurst Drive

**WORK ORDER # 2021050-67 TO THE
ANNUAL MILLING AND RESURFACING CONTRACT
BY AND BETWEEN PALM BEACH COUNTY
AND RANGER CONSTRUCTION INDUSTRIES, INC. FOR
THE RESIDENTIAL STREETS WITHIN THE PALM BEACH NATIONAL
SUBDIVISION**

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 the residential streets within the Palm Beach National Subdivision 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: THE RESIDENTIAL STREETS WITHIN THE PALM BEACH NATIONAL
SUBDIVISION**

Work Order No.: 2021050-67

WHEREAS, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$514,000 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 \$514,000 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: THE RESIDENTIAL STREETS WITHIN THE PALM BEACH NATIONAL
SUBDIVISION**

Work Order No.: 2021050-67

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:

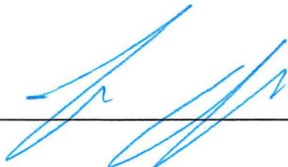
Palm Beach County, Florida, a Political Subdivision of the State of Florida by and through its

BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria Sachs, Mayor

CONTRACTOR:

Ranger Construction Industries, Inc.,
a Florida Corporation

BY: _____

Jamie Timming - Vice President
(Printed Name and Title)

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

C O R P O R A T E S E A L

BY: _____
Deputy Clerk

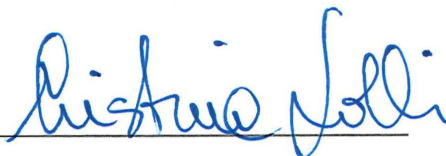
WITNESS:
BY: _____


S E A L

Taylor J. Lombardo - Contract Admin
(Printed Name)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: sc _____


BY: _____


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

Cristina Lolli - Assistant Controller
(Printed Name)


Yelizaveta Herman, Assistant County Attorney



ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE

Exhibit 'A'

DATE: 8/24/2023

Project Description:	Mill & Resurface	Road Maintenance District:	3		
Project Location:	The residential streets within the Palm Beach National Subdivision	Commission District:	3		
Item #	Item Description	Quantity	Unit	Unit Price	Amount
28	MILL EXSITING ASPHALT PAVEMENT (1") - RESIDENTIAL ROADWAYS	44146	SY	\$ 2.10	\$ 92,706.60
31	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL C) (>500 TON ORDERS) - RESIDEN	2760	TN	\$ 115.00	\$ 317,400.00
38	BITUMINOUS ALLOWANCE (ADJUSTMENT)	1	LS	\$ 57,000.00	\$ 57,000.00
RANGER 2021050				SUBTOTAL:	\$ 467,106.60
Striping \$8,000				CONT:	\$ 46,893.40
				TOTAL:	\$ 514,000.00

St Andrews Road / Pebble Beach Drive to Pinehurst Drive
 Pebble Beach Drive/ St Andrews Road to Oakmont Drive
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 Oakmont Drive / Pebble Beach Drive to Pinehurst Drive
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 Inverness Road / Dead-end to St Andrews Road
 Baltusrol Lane / St Andrews Road to Pinehurst Drive

Prepared By: ACR



GEORGE H. FRIEDLANDER COMPANY
Bonds & Insurance

1566 Kanawha Blvd., East 25311
P.O. Box 2466, Charleston, WV 25329
Telephone: 304/357-4520 * Fax: 304/345-8724

447 Montreal Ave., Melbourne, FL 32935
P.O. Box 10356, Melbourne, FL 32936
Telephone: 321/254-8477 * Fax 321/988-0209

September 12, 2023

Palm Beach County Engineering & Public Works Department
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Re: Ranger Construction Industries, Inc.
Bond Number: 107870156
Public Construction Bond

To Whom It May Concern,

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Since the contract date is unknown, we have left the bonds undated. As a duly authorized Attorney-In-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to fill in the contract date on the bonds and power of attorney when the date is known. Also, the "signed and sealed" date on the bonds should be completed.

Sincerely,

William D. Phelps
Attorney-In-Fact for Travelers Casualty and Surety Company of America

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 107870156

BOND AMOUNT: \$514,000.00

CONTRACT AMOUNT: \$514,000.00

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 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: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-8496

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Joy Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: Work Order 2021050-67

DESCRIPTION OF WORK: The residential streets within the Palm Beach National Subdivision
Asphalt Milling and Paving

PROJECT LOCATION: The residential streets within the Palm Beach National Subdivision
Palm Beach County, FL

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: \$514,000.00

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:	The residential streets within the Palm Beach National Subdivision
Project No.:	Order 2021050-67
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.

PUBLIC CONSTRUCTION BOND

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

ATTEST:


 (Signature)

TAYLOR LOMBARDO
 (Print Name)
CONTRACTS ADMINISTRATOR
 (Title)

ATTEST:

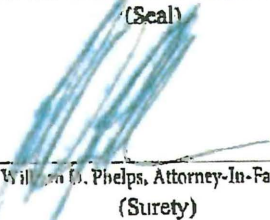
 (Signature)

CRISTINA LOLLI
 (Print Name)
 Witness to Surety
 (Title)

Ranger Construction Industries, Inc.
 (Seal)

By: 
 Jamie Timming, Vice President
 (Principal)

Travelers Casualty and Surety Company of America
 (Seal)

By: 
 William B. Phelps, Attorney-In-Fact and EL Resident Agent
 (Surety)

PUBLIC CONSTRUCTION BOND

PROJECT NO.: Work Order 2021050-67

DESCRIPTION OF WORK: The residential streets within the Palm Beach National Subdivision
Asphalt Milling and Paving

PROJECT LOCATION: The residential streets within the Palm Beach National Subdivision, Palm Beach County, FL

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY ADDRESS: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-8496

BOND NUMBER: 107870156

BOND AMOUNT: \$514,000.00

CONTRACT AMOUNT: \$514,000.00

As the Surety Company for Ranger Construction Industries, Inc. 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, Travelers Casualty and Surety Company of America, 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.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

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.

By: 
Robert L. Raney, 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.

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

My Commission expires the 30th day of June, 2025




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, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking 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 _____




Kevin E. Hughes, 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.



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001466	Ranger Construction Industries, Inc.		Compliant					2021050	Annual Milling and Resurfacing Contract
		A++g , XV	The Travelers Indemnity Company of Connecticut	CAP5807B18623	4/1/2023	4/1/2024	Auto Liability		
		A++g , XV	Travelers Property Casualty Company of America	CUP5809B40723	4/1/2023	4/1/2024	Excess Liability		
		A++g , XV	The Charter Oak Fire Insurance Company	CO5807B21723	4/1/2023	4/1/2024	General Liability		
		A++g , XV	The Charter Oak Fire Insurance Company	UB8L88878223	4/1/2023	4/1/2024	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :