Agenda Item: 5A-3

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

Meeting Date: June 11, 2024	[ ] Consent [ ] Workshop	[X] Regular [ ] Public Hearing
Submitted By: Department of Airports		

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) A Contract with Ranger Construction Industries, Inc. (Ranger) in the amount of \$1,492,339.70 with a project duration of 190 calendar days for the West Apron Pavement Reconstruction Project (Project) at the Palm Beach County Park Airport (Lantana Airport); and
- (B) A Budget Transfer of \$130,000 in the Airport's Improvement and Development Fund to provide budget for the Contract, including a transfer from Reserves in the amount of \$130,000, which includes an increase in Project costs of \$77,660 for unforeseen conditions.

**Summary:** The Project was advertised on January 28, 2024, utilizing the County's competitive bid process. On February 27, 2024, two bids were received for the Project. Ranger, a Palm Beach County, Florida company, was the lowest responsible/responsive bidder in the amount of \$1,492,339.70. The Project will provide for pavement reconstruction on the western portion of the aircraft parking apron at the Lantana Airport, including pavement demolition, unclassified excavation, subgrade compaction, subbase and lime rock base course construction, paving, pavement markings, drainage improvements and aircraft tie-down anchor removal and installation. A Disadvantaged Business Enterprise (DBE) goal of 10% was established for this Project. Ranger committed to 10% DBE participation. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. This Contract exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)** 

**Background and Policy Issues:** The west apron pavement at the Lantana Airport was constructed in 1984 and is experiencing climate-related pavement distresses. The Florida Department of Transportation (FDOT) Statewide Pavement Maintenance Program recommends major rehabilitation of the pavement. The Project will reconstruct the pavement, resulting in an aircraft parking apron with a 20-year useful life.

## Attachments:

1. Three (3) Original Contracts

2. Bid Tabulation/Engineers and DBE Recommendation

3. Budget Transfer

Recommended By: Super Bulby 5/14/24
Department Director Date

Approved By: Same 1. Lyan College 1995 5/28/24

County Administrator Date

# II. FISCAL IMPACT ANALYSIS A. Five Year Summary of Fiscal Impact: Fiscal Years 2024 2025 2026 2027 2028 Capital Expenditures \$1,570,000 **Operating Costs External Revenues (Grants) Program Income (County)** In-Kind Match (County) **NET FISCAL IMPACT** \$1,570,000 # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in the Current Budget? Yes No Does this item include the use of federal funds Yes No Does this item include the use of state funds? Yes No **Budget Account No:** Department 121 Fund 4111 Unit A449 Object 6505 Fund 4111 Department 121 Unit A344 Object 6504 Reporting Category B. Recommended Sources of Funds/Summary of Fiscal Impact: A portion of the funds is currently in the Budget, but in order to fully fund the Contract, a Budget Transfer in the Airport's Improvement and Development Fund in the amount of \$130,000 is needed; including a transfer from the Reserves in the amount of \$130,000 to include a budget for unforeseen conditions. Unit breakout is as follows: A449 = \$370,000; A344 = \$1,200,000; Total = \\$1,570,000. Grant reimbursement will be determined as invoices are received. C. Departmental Fiscal Review: **III. REVIEW COMMENTS** A. OFMB Fiscal and/or Contract Development and Control Comments: Machh 5/23/24 and Control B. Legal Sufficiency: C. Other Department Review:

REVISED 11/17
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**Department Director** 

Contract with Ranger Construction Industries for Palm Beach County Project No. LN 24-08 West Apron Pavement Reconstruction

# Attachment No. 1

# Original Contract (3)

#### CONTRACT

THIS CONTRACT, made and entered on June 11, 2024, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and Ranger Construction Industries, Inc. hereinafter referred to as the "CONTRACTOR".

#### WITNESSETH:

That the said Contractor having been awarded the contract for:

#### West Apron Pavement Reconstruction Palm Beach County Park (Lantana) Airport PALM BEACH COUNTY PROJECT No. LN 24-08

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

Invitation to Bid and Instructions to Bidders dated <u>January 2024</u> .
Completed Bond, Surety and Insurance Forms, dated
Specifications, dated January 2024.
General Provisions, dated <u>January 2024</u> .
Special Provisions, dated <u>January 2024</u> .
Addendum No. 1, dated February 14, 2024.
Drawings, dated January 29 2024.
Completed Bid and Attachments, dated February 27, 2024.
ccept as full compensation for the satisfactory performance of this Contract the sum of <u>One Million</u> , undred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492,339.70) for pron Pavement Reconstruction at Palm Beach County Park (Lantana) Airport.
I Front End Documents Apron Pavement Reconstruction Contract Documents v 010422 Beach County Park (Lantana) Airport January 2024
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The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in General Provision section 80-09 "Default and Termination of Contract".

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST: JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller	PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Maria Sachs, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  Assistant County Attorney	APPROVED AS TO TERMS AND CONDITIONS  Director, Department of Airports  "CONTRACTOR"
(witness signature)  Cristina Lolli (witness name printed)  M. Mambardo (witness signature)  Taylor Lombardo (witness name printed)	By Ranger Construction Industries, Inc (Corporate Name)  a Florida corporation (insert state of corporation)  By: (signatory)  Jamie Timming (print signatory's name)  Its Vice President (print title)  (Corporate Seal)

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Federal Front End Documents West Apron Pavement Reconstruction Palm Beach County Park (Lantana) Airport

Contract Documents v 010422 January 2024

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### CONTRACT PERFORMANCE BOND

BOND NUMBER:	108018438	
BOND AMOUNT:	\$1,492,339.70	
CONTRACT AMOUNT:	\$1,492,339.70	
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'S ADDRESS:	One Tower Square	
	Hartford, CT 06183	
	800-842-8496	
OWNER'S NAME:	PALM BEACH COUNTY	
OWNER'S ADDRESS:	c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406-1470	
OWNER'S PHONE:	(561) 471-7462	
DESCRIPTION OF WORK:	The project consists of a total of 1 base bid schedule, to complete the remaining apron reconstruction area that was removed from the Miscellaneous Pavement Rehabilitation and Reconstruction Project at Lantana Airport, in order to achieve a complete apron restoration at Lantana Airport.	
PROJECT LOCATION:	Palm Beach County Park (Lantana) Airport 2501 Lantana Road West Palm Beach, FL 33411 Palm Beach County, Florida	
LEGAL DESCRIPTION:	PCN 00-43-44-31-00-0001-010	

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million, Four Hundred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492,339.70) 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 writt County for	ten agreement dated, 20, entered into a contract with the		
Project Name:	West Apron Pavement Reconstruction		
Project No.:	LN 24-08		
Project Description:	The project consists of a total of 1 base bid schedule, to complete the remaining apron reconstruction area that was removed from the Miscellaneous Pavemen Rehabilitation and Reconstruction Project at Lantana Airport, in order to achieve a complete apron restoration at Lantana Airport.		
Project Location:	Palm Beach County Park (Lantana) Airport		

in accordance with Design Criteria prepared by

Jacobs Engineering Group Inc. 550 W Cypress Creek Rd., Suite 400 Fort Lauderdale, FL 33309 561-408-3021

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

Federal Front End Documents
West Apron Pavement Reconstruction
Palm Beach County Park (Lantana) Airport

Contract Documents v 010422 January 2024

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THE CONDITION OF THIS BOND is that if Principa	THE	COND	MOITIC	OF	THIS	BOND	is	that	if P	rincipa	ıl
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- 1. Performs the contract dated \_\_\_\_\_\_\_, 20\_\_\_ between Principal and County \_\_\_\_\_\_ for the construction of West Apron Pavement Reconstruction, Contract No. LN 24-08 the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
- 2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
- 3. 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.

Whenever Principal shall be, and declared by COUNTY to be in default under the Country having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- 1. Complete the Contract in accordance with its terms and conditions; or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the County and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and COUNTY, and make available as the work progresses(even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

claimants. PRINCIPAL: Ranger Construction Industries, Inc.
By:(Print) Signature Jamie Timming, Vice President Title (SEAL) Address: 1645 N. Congress Ave. West Palm Beach, FL 33409 SURETY Travelers and Surety Company of America By: (Py Signature William D. Phelps, Attorney-In-Fact and FL Resident Agent Title

Address

One Tower Square Hartford, CT 06183

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for

Seal



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.

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, 2026



Notary Public

Senior Vice President

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 atory 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 pres certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is prescribed in his or her

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 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







E. Huyle— 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.

# CONTRACT PAYMENT BOND

BOND NUMBER:	108018438			
BOND AMOUNT:	\$1,492,339.70			
CONTRACT AMOUNT:	\$1,492,339.70			
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:	Travlers Caualty and Surety Company of America			
SURETY'S ADDRESS:	One Tower Square			
	Hartford, CT 06183			
	800-842-8496			
OWNER'S NAME:	PALM BEACH COUNTY			
OWNER'S ADDRESS:	c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406-1470			
OWNER'S PHONE:	(561) 471-7462			
DESCRIPTION OF WORK:  The project consists of a total of 1 base bid schedule, to complete remaining apron reconstruction area that was removed from Miscellaneous Pavement Rehabilitation and Reconstruction Project Lantana Airport, in order to achieve a complete apron restoration Lantana Airport.				
PROJECT LOCATION:  Palm Beach County Park (Lantana) Airport  2501 Lantana Road  West Palm Beach, FL 33411  Palm Beach County, Florida				
LEGAL DESCRIPTION:	PCN 00-43-44-31-00-0001-010			

Federal Front End Documents
West Apron Pavement Reconstruction
Palm Beach County Park (Lantana) Airport

Contract Documents v 010422 January 2024 This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million, Four Hundred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492.339.70)

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.

W	H	ER	$\mathbf{E}$	AS.	

Principal has by written agreement dated \_\_\_\_\_\_\_, 20\_\_, entered into a contract with the County for

Project Name:

West Apron Pavement Reconstruction

Project No.:

LN 24-08

Project Description:

The project consists of a total of 1 base bid schedule, to complete the remaining apron reconstruction area that was removed from the Miscellaneous Pavement Rehabilitation and Reconstruction Project at Lantana Airport, in order to achieve a complete apron restoration at Lantana Airport.

Project Location:

Palm Beach County Park (Lantana) Airport

in accordance with Design Criteria prepared by

Jacobs Engineering Group Inc. 550 W Cypress Creek Rd., Suite 400 Fort Lauderdale, FL 33309 561-408-3021

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. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated \_\_\_\_\_\_\_, 20\_\_\_\_ between Principal and County for the construction of West Apron Payment Reconstruction, Contract No. LN 24-08, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
- 2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

Then this bond is void; otherwise it remains in full force.

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. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

N. $l$ . $l$ .	PRINCIPAL: Ranger Construction Industries, Inc. By:(Print)
MISATUD NOUS	By.(Film)
ness for the Principal	Signature
	Jamie Timming, Vice President
	Title
	(SEAL)
	Address: 1645 N. Congress Ave.
	West Palm Beach, FL 33409
	SURETY Surety Company of Am
Kupur.	SURETY ////////////////////////////////////
tness for the Surety	Signature
	William D. Phelps, Attorney-In-Fact and FL Resident Age Title
	Seal
	Address One Tower Square
	Hartford, CT 06183

See Sections 255.05(2) and 255.05(10), Florida Statutes as amended for the notice and time limitations for



#### 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.

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, 2026



By:

Notary Public

Senior Vice President

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 pres certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is prescribed in his or her

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of 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







E. Huylen. 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.

# CORPORATE CERTIFICATE

The	undersigned hereby certifies that the following are true and correct statements:
	That he/she is the Secretary of Ranger Construction Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 13th day of July, 2023 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:
	<b>RESOLVED</b> , that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it
	<b>FURTHER RESOLVED</b> , that <u>Jamie Timming</u> the <u>Vice President</u> of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.
2.	That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
	That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.
	WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the poration the 9th day of April , 20 24 .  (CORPORATE SEAL)
	(Signatory)  Douglas Browning  (Print Signatory's Name)  It's Secretary
] or corp	ORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [x] physical presence or [aline notarization, this 9th day of
	PENELOPE DUTAN MY COMMISSION # HH 118774 EXPIRES: April 19, 2025 Bonded Thru Notary Public Underwriters Print Notary Name NOTARY PUBLIC State of Florida at Large My Commission Expires:
re	deral Front End Documents

Federal Front End Documents West Apron Pavement Reconstruction Palm Beach County Park (Lantana) Airport

PBC PROJECT NUMBER: LN 24-08

Contract Documents v 010422 January 2024

DATE: 4/9/2024

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#### FORM OF GUARANTEE

GUARANTEE FOR Ranger Construction Industries, Inc.

We, the undersigned, hereby guarantee that the West Apron Pavement Reconstruction at Palm beach County Park (Lantana) Airport, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED \_\_\_\_\_\_\_(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

Ranger Construction Industries, Inc. (Contractor Name) (Seal)

By: (Contractor Signature)

Jamie Timming, Vice President
(Print Name and Title)

SURETY

Travelers Casualty and Surety Company of Americ

(Surety Maine)

(Seal)

By:

(Surety Signature)

William D. Phelps, Attorney-In-Fact and FL Resident Agent
(Print Name and Title

Guarantee Must Contain Original Signatures No Copies will be accepted.

Federal Front End Documents
West Apron Pavement Reconstruction
Palm Beach County Park (Lantana) Airport

Contract Documents v 010422 January 2024

CD - 14 of 14



#### 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, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and

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.

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, 2026



Anna P. Nowik, Notary Public

Senior Vice President

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 Senior Vice

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, 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







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.

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federa	al Action:	3. Report Type:	
a. contract	a. bid/c	offer/application	a. initial fili	-
b. grant	└───¹b. initia	<b>I</b>		-
c. cooperative agreement	c. post-	-award	For Material (	Change Only:
d. loan	*		year	quarter
e. loan guarantee			date of las	t report
f. loan insurance				
4. Name and Address of Reporting	j Entity:	5. If Reporting E	ntity in No. 4 is a Su	ıbawardee, Enter Name
Prime Subawardee		and Address o	f Prime:	
Tier,	if known:	1		
Congressional District, if known	:	Congressional	District, if known:	
6. Federal Department/Agency:		7. Federal Progr	am Name/Description	on:
		CFDA Number,	if applicable:	
8. Federal Action Number, if known	7:	9. Award Amour	nt, if known:	
		\$		
10. a. Name and Address of Lobby	ina Entity	h Individuals Pa	rforming Sandoos	(including address if
(if individual, last name, first n	•	different from	_	(Including address ii
(II IIIdividual, last lialile, liist li	arne, mrj.	(last name, fir	•	
	·	(last liatile, liii	st name, wii).	
NO LOBBYING ACTIVIT	IES			
	(attach Continuation She	ot(e) SE-111A if naces	cand	
11. Amount of Payment (check all			nent (check all that a	ann/v):
•	nat apply ).	13. Type of ray	Hent (check all that e	<i>'ρριγ').</i>
\$ actual	planned	a. retainer		***************************************
		b. one-time	fee	
12. Form of Payment (check all tha	t apply):	c. commiss	ion	
a. cash		d. continge	nt fee	
b. in-kind; specify: nature		e. deferred		
value		f. other; specify:		
14. Brief Description of Services F				cluding officer(s),
employee(s), or Member(s) cor	ntacted, for Payme	ent Indicated in Ite	rm 11:	
	(attach Continuation She	eet(s) SF-LLLA, if neces	sary)	
15. Continuation Sheet(s) SF-LLL	A attached:	Yes	_ No , _	
16. Information requested through this form is authorize		Signature:	Va la Brace	Time
1352. This disclosure of lobbying activities is a ma upon which reliance was placed by the tier above whe				
or entered into. This disclosure is required pursual	nt to 31 U.S.C. 1352. This		<u>Douglas Brownir</u>	19 /
information will be reported to the Congress semi-annu- public inspection. Any person who fails to file the		Title: Secret	ary / Treasurer	<u></u>
subject to a civil penalty of not less that \$10,000 and each such failure.		Telephone No.:	(561) 793 9400	Date: 4/9/2024
Assert Control Control		Troiophone No		
Federal Use Only:				Authorized for Local Reproduction
*				Standard Form LLL (Rev. 7-97)

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filling and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (Mi).
- 11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
- 12. Check the appropriatebox(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
- 13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
- 14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
- 15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
- 16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Contract with Ranger Construction Industries for Palm Beach County Project No. LN 24-08 West Apron Pavement Reconstruction

# Attachment No. 2

# Bid Tabulation/Engineer and DBE Recommendation

#### **EXHIBIT A**

AECOM Technical Services, Inc. 7650 West Courtney Campbell Causeway Tampa, FL 33607. Phone: 813-286-1711 Fax: 813-287-8591



March 15, 2024

Cynthia Portnoy Deputy Director Planning & Development Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406-1470

RE:

PBC Project No. LN 24-8

LNA West Apron Pavement Reconstruction Palm Beach County Park (Lantana) Airport

Contract Award Recommendation and Bid Tabulation

#### Cindy:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bids for the referenced project. The established deadline for submission of bids was on February 27, 2024, at 2:00 PM. The Bid Opening was conducted immediately thereafter.

Two (2) bids were received from Ranger Construction Industries, Inc. and MJC Land Development, LLC. The submitted Bid totals, along with the Engineer's Estimate, are presented in the table below:

BIDDER	TOTAL BID PRICE
Ranger Construction Industries, Inc.	\$ 1,492,339.70
MJC Land Development LLC.	\$ 3,224,989.50
Engineer's Estimate	\$2,411,722.75

AECOM's review of the bids indicated the following:

- Ranger Construction Industries, Inc., the lowest bidder, completed the Bid Form and included the acknowledgment of all addenda (2) and all necessary attachments per the bid documents. AECOM has confirmed Ranger Construction as the prime contractor and will perform a minimum of 73.47% of the work.
- MJC Land Development, LLC., completed the Bid Form and included the
  acknowledgment of all addenda (2) and all necessary attachments per the bid
  documents. However, MJC Land Development submitted the wrong bid price form
  with outdated quantities. The total amounts submitted in the bid price form were
  however calculated correctly based on the updated form. As the prime contractor,
  MJC Land Development will perform a minimum of 56.6% of the work.

Each Bidder provided a list of previous projects validating their qualifications, capabilities, and experience with their Bid. Ranger, the lowest bidder, provided references to support their work experience. Ranger Construction has previous experience working on similar projects for the DOA and AECOM. MJC Land Development also has experience working on projects for the DOA.

AECOM's review showed all bids were calculated correctly on the bid price form, and both Ranger and MJC Land Development appear to have submitted completely responsive bids.



Based on the evaluation of the qualifications, experience, and the bids submitted, AECOM recommends the DOA award the LN 24-8, LNA West Apron Pavement Reconstruction Contract to the lowest responsible/responsive bidder, Ranger Construction Industries, Inc., contingent on the DOA's legal and DBE review of the bid documents.

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

Sincerely,

**AECOM Technical Services, Inc.** 

Andrew Kacer, PE

VP

enclosures:

**Bid Tabulation** 

andrew Kacer

Bid Review Checklist

\USTPA3FP001\Data\Projects\Aviation\PBIA2018\LEVEL III TASKS\Task III\70-60670309 Task III-21-PBI-070 Drainage\400-Technical\402 Bid and Award\402.5 Bid Recon\PB 24-5\PB24-5 Award Recommendation

Description	Ranger Construction Industries, Inc.	MJC Land Development, LLC.
Addendum No. 1 Acknowledgment	✓	<b>4</b>
Addendum No. 2 Acknowledgment	<b>✓</b>	✓
Bid Form (Pages BF-2 and BF-3)	<b>√</b>	✓
Bid Price Form (Page BF-4.1R) (Attachment No. 1)	<b>✓</b>	✓
Milestone and Damages Data (Attachment No. 2)	✓	✓
Designation of Subcontractors (Attachment No. 3)	<b>√</b>	✓
Prime Contractor Work (Attachment No. 4)	✓	✓
Prime Contractor Participation (Goal = 25%)	73.47%	56.6%
Bid Bond (Attachment No. 5)	<b>✓</b>	✓
Surety (Part of Attachment No. 5)	✓	✓
Partnership Certificate (Attachment No. 6a)	N/A	missing
Limited Liability Company Certificate (Attachment No. 6b)	N/A	✓
Statement of Participation in Contracts subject to Non- Discrimination Clause (Attachment No. 7)	✓	✓
Schedule 1 - List of Proposed DBE Firms (Attachment No. 8)		
Schedule 2 Letter of Intent to Perform as a DBE Subcontractor (Attachment No.9) Schedule 3 Demonstration of Good Faith Effort to Achieve DBE	These Sections will be reviewed by the Palm Beach Department of Airports.	These Sections will be reviewed by the Palm Beach Department of Airports.
Goal (Attachment No. 10)  DBE Participation (Goal = 10%)	of Airports.	of Allports.
Schedule 6 Bidder and Subcontractor Information (Attachment No. 11)	✓	4
Notice to of Requirement for Certification of Non-Segregated Facilities (Attachment No. 12)	✓	✓
Trench Safety Affidavit (Attachment No. 13)	✓	✓
Buy American Certificate (Attachment No. 14)	<b>✓</b>	✓
Certificate Regarding Foreign Participation (Attachment No. 15)	<b>*</b>	✓
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment No. 16)	1	✓
Form of Noncollusion Affidavit (Attachment No. 17)	✓	✓
Bidder Qualification Questionnaire (Attachment No. 18)	✓ ,	✓
E-Verification Certification (Attachment No. 19)	✓	✓
Safety Plan Compliance Document (SPCD) Certification (Attachment No. 20)	✓	4
Contractor's Countries of Concern Affidavit (Attachment No. 21)	✓	<b>✓</b>

# PALM BEACH COUNTY DEPARTMENT OF AIRPORTS LN 24-08 LNA WEST APRON PAVEMENT RECONSTRUCTION BID TABULATION SCHEDULE

2/27/2024

				Engineer's Estimate Ranger Construction Industries, Inc.				MJC Land Development, LLC.		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNI	T COST	ITEM COST	UNIT COST   ITEM COST		UNIT COST	ITEM COS
01030-1	Maintenance of Air Operations Area Traffic	LS	1	\$	102,379.25	\$102,379.25	\$335,200.00	\$ 335,200.00	\$ 240,000.00	\$ 240,000
01720-1	Project Record Documents	LS	1	\$	10,000.00	\$10,000.00	\$39,100.00	\$ 39,100.00	\$ 20,000.00	\$ 20,000
C-100-5.1	Contractor Quality Control Program	LS	1	\$	35,000.00	\$35,000.00	\$28,105.00	\$ 28,105.00	\$ 350,000.00	\$ 350,000
C-102-5.1	Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	LS	1	\$	12,000.00	\$12,000.00	\$4,235.00	\$ 4,235.00	\$ 45,000.00	\$ 45,000
C-105-5.1	Mobilization - (Maximum 10% of Bid Price)	LS	1	\$ :	204,758.50	\$204,758.50	\$149,200.00	\$ 149,200.00	\$ 285,000.00	\$ 285,000
P-101-5.1	Pavement Removal (1-1/2" to 4" Depth)	SY	10,800	\$	40.00	\$432,000.00	\$3.48	\$ 37,584.00	\$ 4.75	\$ 51,300
P-101-5.2	Cold Milling (1" to 3" Depth)	SY	1,550	\$	15.00	\$23,250.00	\$9.80	\$ 15,190.00	\$ 11.54	\$ 17,887
P-101-5.3	Aircraft Tie-Down Anchor Removal	EA	78	\$	600,00	\$46,800.00	\$154.70	\$ 12,066.60	\$ 385.00	\$ 30,030
P-152-4.1	Unclassified Excavation	CY	3,000	\$	40.00	\$120,000.00	\$14.70	\$ 44,100.00	\$ 22.10	\$ 66,300
P-152-4.2	Muck Excavation	CY	1,800	\$	45.00	\$81,000.00	\$28.80	\$ 51,840.00	\$ 49.75	\$ 89,550
P-152-4.3	Muck Probe	EA	13	\$	900.00	\$11,700.00	\$520.00	\$ 6,760.00	\$ 750.00	\$ 9,750
P-152-4.4	Subgrade Compaction	SY	10,600	\$	7.50	\$79,500.00	\$0.85	\$ 9,010.00	\$ 28.75	\$ 304,750
P-152-4.5	Embankment	CY	1,800	\$	32.00	\$57,600.00	\$11.05	\$ 19,890.00	\$ 30.75	\$ 55,350
P-154-5.1	Subbase Course (4" Depth)	SY	10,600	\$	25.00	\$265,000.00	\$6.00	\$ 63,600.00	\$ 32.00	\$ 339,200
P-211-5.1	Lime Rock Base Course (6" Depth)	SY	10,600	\$	35.00	\$371,000.00	\$17.05	\$ 180,730.00	\$ 35.25	\$ 373,650
P-401-8.1	Asphalt Surface Course (PG 67-22)	TON	1,750	\$	235.00	\$411,250.00	\$187.00	\$ 327,250.00	\$ 395.00	\$ 691,250
P-602-5.1	Emulsified Asphalt Prime Coat	GAL	1,450	\$	8.00	\$11,600.00	\$10.40	\$ 15,080.00	\$ 14.50	\$ 21,02
P-603-5.1	Emulsified Asphalt Tack Coat	GAL	170	\$	8.00	\$1,360.00	\$5.20	\$ 884.00	\$ 32.00	\$ 5,44
P-620-5.1	Reflective Pavement Marking (100% Application)	SF	3,000	\$	4.00	\$12,000.00	\$5.75	\$ 17,250.00	\$ 4.00	\$ 12,000
P-620-5.2	Non-Reflective Pavement Marking (100% Application)	SF	2,750	\$	3.50	\$9,625.00	\$2.80	\$ 7,700.00	\$ 3.70	\$ 10,17
P-620-5.3	Non-Reflective Pavement Marking (50% Application)	SF	3,000	\$	1.75	\$5,250.00	\$3.60	\$ 10,800.00	\$ 4.30	\$ 12,90
P-620-5.4	Pavement Marking Removal	SF	1,450	\$	6.00	\$8,700.00	\$9.50	\$ 13,775.00	\$ 6.70	\$ 9,71
P-650-5.1	Aircraft Tie-Down Anchor	EA	54	\$	1,500.00	\$81,000.00	\$1,003.00	\$ 54,162.00	\$ 2,925.00	\$ 157,95
D-701-5.1	48-Inch RCP Inspection, Desilting, and Dewatering	LF	138	\$	25.00	\$3,450.00	\$216.20	\$ 29,835.60	\$ 95.00	\$ 13,11
T-904-5.1	Sodding	SY	550	\$	10.00	\$5,500.00	\$16.35	\$ 8,992.50	\$ 6.65	\$ 3.65
W-103-3.1	Allowance Account - Miscellaneous Grout and Subsurface Drainage Repairs	ALL	\$ 1.00	\$	10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,00
					TOTAL	\$2,411,722.75	TOTAL	\$1,492,339.70		
							SUBMITTED	\$1,492,339.70		
							DIFFERENCE	\$0.00	DIFFERENCE	

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Maria Sachs, Mayor Maria G. Marino, Vice Mayor Gregg K. Weiss Michael A. Barnett Marci Woodward Sara Baxter Mack Bernard



COUNTY ADMINISTRATOR Verdenia C. Baker

DEPARTMENT OF AIRPORTS



Based on the review by Palm Beach County Department of Airports (Exhibits A & B), it is our intent to recommend the award of the contract to **Ranger Construction Industries** for the below listed project:

Palm Beach County Park (Lantana) Airport West Apron Pavement Reconstruction Palm Beach County Project No. LN 24-08 Palm Beach County Department of Airports DEPT. OF AIRPORT BLDG. 846. PBIA

Total Bid Amount, Base Bid: \$1,492,339.70

Cunce

Cynthia M. Portnoy, Deputy Director Palm Beach County Department of Airports

Dated: March 18, 2024

DELDG. 846. PBI

Posted

846 PALM BEACH INTERNATIONAL AIRPORT West Palm Beach, Florida 33406-1470 (561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT Pahokee

PALM BEACH COUNTY PARK AIRPORT Lantana NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

#### **EXHIBIT B**

# INTEROFFICE MEMORANDUM DEPARTMENT OF AIRPORTS

TO:

Cynthia Portnoy

Deputy Director of Airports - Airport Development

FROM:

Anthony Gregory

Manager, Airports Compliance

DATE:

March 5, 2024

RE:

DBE Review of Bid Submittals - West Apron Pavement Rehabilitation (LN)

Project: LN 24-8

I have reviewed the bids submitted in response to the solicitation issued for West Apron Pavement Rehabilitation (LN).

Ranger Construction has achieved the 10% DBE goal.

MJC Land Development is unresponsive to the bid. The firm listed in in the Schedule 1 and 2 are not DBE certified.

Supporting documents of my review have been attached. Please let me know if you have any questions.

Contract with Ranger Construction Industries for Palm Beach County Project No. LN 24-08 West Apron Pavement Reconstruction

Signatory Letter



Department of State / Division of Corporations / Search Records / Search by Entity Name /

# **Detail by Entity Name**

Florida Profit Corporation RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

**Document Number** 

F40180

FEI/EIN Number

59-2098662

**Date Filed** 

06/10/1981

Effective Date

06/08/1981

State

FL

Status

ACTIVE

Last Event

CORPORATE MERGER

**Event Date Filed** 

12/27/2010

**Event Effective Date** 

12/31/2010

Principal Address

1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Changed: 10/04/2022

Mailing Address

1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Changed: 10/04/2022

Registered Agent Name & Address

BROWNING, DOUGLAS 1645 N Congress Ave

West Palm Beach, FL 33409

Name Changed: 08/25/2010

Address Changed: 04/13/2023

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title PRESIDENT

SCHAFER, ROBERT 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title VP

FRANK, SCOTT 1645 N CONGRESS AVE WEST PALM BEACH, FL 33409

Title CHAIRMAN, CEO

VECELLIO JR, LEO A 1645 N CONGRESS AVE WEST PALM BEACH, FL 33409

Title VP

Fowler, Frank Scott 1200 Elboc Way Winter Garden, FL 34787

Title VP

VECELLIO, MICHAEL A 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title VP

VECELLIO, CHRISTOPHER S 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title VP

VECELLIO, KATHRYN C 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title Director of Finance, Compliance & Tax

SMITH, ROBERT D 1645 N CONGRESS AVE WEST PALM BCH, FL 33409 Title CHIEF ESTIMATOR-CENTRAL, ASST. SECRETARY

SKUBAL, STEVE 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title ASST SECRETARY

YODER, WILLIAM 4510 Glades Cut Off Rd Ft Pierce, FL 34981

Title ASST TREASURER, ASST SECRETARY

GWINN, L.L. 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title ASST. SECRETARY

KRACUNAS, MICHAEL 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title BRANCH OPERATIONS MANAGER

FLYNN, PATRICK 4510 Glades Cut Off Rd Ft Pierce, FL 34981

Title ASST SECRETARY

ELLIS, BRIAN 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title VP

TIMMING, JAMIE R 1645 N CONGRESS AVE WEST PALM BEACH, FL 33409

Title VP of Finance

SULLIVAN, MICHAEL 1645 N CONGRESS AVE WEST PALM BCH, FL 33409

Title General Counsel, Asst. Secretary

Frye, Robert 1645 N Congress Ave West Palm Beach, FL 33409

Title Asst. Treasurer, Asst. Secretary

Lilly, Michele 1645 N Congress Ave West Palm Beach, FL 33409

Title Operations Manager, Asst Secretary

Brown, Richard 1200 Elboc Way Winter Garden, FL 34787

#### Annual Reports

 Report Year
 Filed Date

 2022
 04/27/2022

 2023
 04/13/2023

 2024
 04/03/2024

#### **Document Images**

04/03/2024 ANNUAL REPORT	View image in PDF format
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08/25/2010 Reg. Agent Change	View image in PDF format
01/08/2010 ANNUAL REPORT	View image in PDF format
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02/17/2006 ANNUAL REPORT	View image in PDF format

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Contract with Ranger Construction Industries for Palm Beach County Project No. LN 24-08 West Apron Pavement Reconstruction

# Certificate of Insurance

#### Print Date 5/7/2024 4:57:19 AM



## **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
DX00002820	Ranger Construction Industries, inc.	Modified	Compliant					561-793-9400	West Apron Pavement Reconstruction at Lantana
		A++g, XV	The Travelers Indemnity Company	CAP5807B18624	4/1/2024	4/1/2025	Auto Liability		
		A+g , XV	American Guarantee and Liability Insurance Company	AEC377627024	4/1/2024	4/1/2025	Excess Liability		
		A++g, XV	Travelers Property Casualty Company of America	CUP5809B40724	4/1/2024	4/1/2025	Excess Liability		
		A++g,XV	The Charter Oak Fire Insurance Company	CO5807B21724	4/1/2024	4/1/2025	General Liability		
		A++g, XV	The Charter Oak Fire Insurance Company	UB8L88878224	4/1/2024	4/1/2025	Workers Comp		

Risk Profile:

Standard - General Services-AOA

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:

Contract with Ranger Construction Industries for Palm Beach County Project No. LN 24-08 West Apron Pavement Reconstruction

> Attachment No. 3 Budget Transfer

## BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

FUND 4111 Airport Improvement & Development Fund

Page 1 of 1 pages

Advantage Document Numbers

**BGRV**:

BGEX:

121-041724\*1229

OFMI	B Department - Posted					<b>Board of County Commissioners</b>			
Administration	n/Budget Department Approval	<del></del>	/		Deputy Clerk to the				
INITIATING DEPARTMENT/DIVISION		Kennett	Kennett Mask 4/17/24			Tuesday, June 11, 2024			
Office of Financial Management & Budget					By Board of County Commissioners At Meeting of				
Total Receipts and Ba	alances	217,226,377	233,362,680	130,000	130,000	233,362,680			
		10 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -							
121-A449-6505 121-A900-9909	Design/Eng/Mgmt - CIP Adm Reserves Improvement Program	240,000 17,216,760	240,000 19,750,162	130,000 0	0 130,000	370,000 19,620,162	0	370,000 19,620,162	
REVENUES/EXPENI	<u>DITURES</u>								
ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED As of 4/17/24	REMAINING BALANCE	
							EXPENDED/		