Agenda Item: 5B-2

### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

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Meeting Date: January 7, 2025	[] Consent	[X] Regular	

Submitted By: Department of Airports

#### [] Public Hearing Workshop

## I. EXECUTIVE BRIEF

## Motion and Title: Staff recommends motion to approve:

- (A) a Contract with Ranger Construction Industries, Inc. (Ranger) in the amount of \$3,288,277 with a project duration of 307 calendar days for Miscellaneous Pavement Repairs Package No. 2 (Project) at Palm Beach International Airport (PBI); and
- (B) a Budget Transfer of \$1,511,299 in the Airport's Improvement and Development Fund to provide budget for the Project.

Summary: The Project will provide for repair of airfield pavement in various locations at PBI, including asphalt and concrete repairs and restoration of pavement markings on the taxiways, runways and aircraft parking aprons. The Project was advertised on August 11, 2024, utilizing the County's competitive bid process. Only one (1) bid was received for the Project. Ranger, a Palm Beach County company, was identified as the lowest responsible, responsive bidder in the amount of \$3,288,277. In order to fund the Project, unit A423-P-Annual Airfield Pavement will be defunded and consolidated into unit A487 - All Airports - Airfield Maintenance and Repairs. Unit A423 was initially established for airfield pavement improvement at PBI. Unit A487 includes all County Airports and various repairs and maintenance that were not included unit A423. The Small/Minority/Women-Owned Business Enterprise (S/M/WBE) participation for this Contract is 0%. The Office of Equal Business Opportunity (OEBO) granted a waiver of Affirmative Procurement Initiative (API) requirements due to the lack of available S/M/WBE firms to perform the work required for the Project. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a 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 Project is needed to complete airfield pavement repairs, including restoration of airfield markings, and will extend the useful life of the pavement.

### Attachments:

- 1. Three (3) original contracts w/Ranger
- 2. Bid Tabulation/Department of Airports Review
- 3. OEBO Waiver Approval Letter
- 4. Budget Transfer

Recommended By: <u>Cur</u>	Jun Bulke	12/5/24
	Department Director	Date
Approved By:	1. ayal allos	12/17/24
	Assistant/County Administrator	/ Date

## **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>202</u>	<u>27</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures Operating Costs External Revenues (Grants) Program Income (County) In-Kind Match (County)	\$3,288,277					
NET FISCAL IMPACT	\$3,288,277	······································	· · · · · · · · · · · · · · · · · · ·			
# ADDITIONAL FTE POSITIONS (Cumulative)				,		
Is Item Included in the Curre	nt Budget?	Yes		No	х	
Does this item include the us	se of federal funds	s Yes 🔤		No	X	-
Does this item include the us	se of State funds?	Yes _		No	X	-
Budget Account No:Fund	4111 Departme	ent <u>121</u>	_Unit <u>A</u>	487-501	_Object	6504
Reporting Category						
B. Recommended Sources of	of Funds/Summar	y of Fiscal I	mpact:			
Approval of this item will provi				1		
C. Departmental Fiscal Revi	ew:\0000	et unc	LADON	J		
	III. REVI		<u>ENTS</u>			
A. OFMB Fiscal and/or Cont	ract Development	t and Contro	ol Comm	ents:	10	
Azbert 12/9 VL29 OFMB OF VZ	24	 Contrac	(Md9 ct Dev. a 26	nd Contr 	15 rol 1.24	12/2/24
B. Legal Sufficiency:						

Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

# Attachment No. 1

# Three (3) Original Contracts with Ranger

## **CONTRACT**

THIS CONTRACT ("Contract") is made and entered into on \_\_\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and <u>Ranger Construction Industries</u> Inc., hereinafter referred to as the "CONTRACTOR".

### WITNESSETH:

That the said Contractor having been awarded the contract for the:

## MISCELLANEOUS PAVEMENT REPAIRS PACKAGE No. 2 PB 24-18

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Contractor hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form.

The Contract is defined to mean and agreed to consist of this agreement, as may be amended, and the Contract Documents which consist of the following documents which are incorporated herein by reference:

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 9 dated <u>9/24/2024;</u>
- Completed Bonds, Completed Guarantee and Certificates of Insurance dated July 2024;
- General Conditions dated July 2024;
- Special Conditions dated <u>July 2024;</u>
- The Invitation to Bid and Instructions to Bidders dated July 2024;
- Technical Specifications dated July 2024;
- Drawings (as identified by Index of Drawings) dated July 2024:
- Addenda No. 1, dated August 27, 2024
- Addenda No. 2, dated September 11, 2024
- Addenda No. 3, dated September 20, 2024
- Nongovernmental Entity Human Trafficking Affidavit, executed by the Contractor. The Contractor hereby warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of <u>Three Million Two Hundred eighty-Eight Thousand Two Hundred Seventy-Seven and 00/100</u> (\$3,288,277.00). Total Bid Amount, Base plus Alternate 1.

The prices named in the Bid are for the completed Work 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. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

- 1. This Contract and any amendments to this Contract;
- 2. The Invitation to Bid and Instructions to Bidders;
- 3. Special Conditions;
- 4. General Conditions;
- 5. Insurance Certificates, Public Construction Bond and Guarantee
- 6. The Construction Documents
- 7. The Contractor's Completed Bid Form and Completed Attachments 1 through 9

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

## THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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 its hand and seal the day and year written. The Contractor represents that it is authorized to do business in the State of Florida and 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:

Maria G. Marino, Mayor

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL **SUFFICIENCY** 

Assistant County Attorney

(witness signature)

Cristina Lolli (witness name printed)

(witness signature)

Penelope Dutan (witness name printed)

APPROVED AS TO TERMS AND CONDITIONS

Director of Airports

CONTRACTOR

By: Ranger Construction Industries, Inc. (Corporate Name)

Jamie Timming (print signatory's name)

Its' Vice President (print title)

(Corporate Seal)

Contract - 3 2024.08.01 Non-Federal PB 24-18 Miscellaneous Pavement Repairs Package No. 2 Palm Beach International Airport

July 2024



#### GEORGE H. FRIEDLANDER COMPANY Bonds & Insurance

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

PO Box 10356, Melbourne, FL 32936 Telephone: 321/254-8477 \* Fax 321/988-0209

October 29, 2024

Palm Beach County Engineering & Public Works Department c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406

Re: Ranger Construction Industries, Inc. Bond Number: 108149552 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	108149552
BOND AMOUNT	\$3,288,277.00
CONTRACT AMOUNT	\$3,288,277.00
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'S ADDRESS:	One Tower Square, Hartford, CT 06183
SURETY'S PHONE:	800-842-8496
OWNER'S NAME:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER'S ADDRESS:	c o Palm Beach County Department of Airports 846 Palm Beach Department of Airports West Palm Beach, FL 33406-1470
OWNER'S PHONE:	(561) 471-7400
PROJECT NAME: Miscella	meous Pavement Repairs Package No.2
PROJECT NUMBER: PB 24-	<u>18</u>
CONTRACT NUMBER (to I	be provided after Contract award):
DESCRIPTION OF WORK:	
Asphalt and concrete pave	ement repairs including mill/overlay patching, crack sealing,
spall repairs, markings, th	ermoplastic markings
PROJECT ADDRESS, PCN, or	LEGAL DESCRIPTION:
Palm Beach In	ternational Airport
3200 Belvedere	
West Palm Bea	ach, FL 33406

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 hereinbelow defined, in the amount of <u>Three Million Two Hundred eighty-Eight Thousand Two Hundred Seventy-Seven and</u> <u>00/100(\$3,288,277.00)</u>. Total Bid Amount, Base plus Alternate 1.

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 entered into a contract with the County for

Project Name: Miscellaneous Pavement Repairs Package No. 2 Project No.: PB 24-18 Project Description: Asphalt and concrete pavement repairs including mill overlay patching, crack sealing, spall repairs, markings, thermoplastic markings Project Location: Palm Beach International Airport

in accordance with Drawings and Specifications prepared by

Palm Beach County Department of Airport 846 Palm Beach International Airport 561-471-7462

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 between Principal and County for the construction of <u>Miscellaneous Pavement</u> Repairs Package No.2 PB 24-18 , the contract being made a 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 attorneys' 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.

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.

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.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Dated Witness

CRISTINA LOULI, ASSIST. CONTROLLER Print Name

Witness , Jury Basty

Print Name

Ranger Construction Industries, Inc. Principal

Name and Title Printed : Jamie Timming, Vice President

(Seal

Travelers Casualty and Surery Company of America (Seal) Surety

Name and Title Printed : William D. Phelps, Attorney-In-Fact and FI. Resident Agent

Bond Must Contain Original Signatures. No Copies Will Be Accepted

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.



#### 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 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.

Robert L. Ranev, 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

NOTARY PHELIC 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:

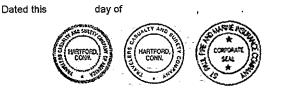
RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attomeys-in-Fact and Agents to 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 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.



Kar E. Huylon 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.

#### FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Ranger Construction Industries, Inc., as Principal Travelers Casualty and Surety Company of America, as Surety

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) 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 our work, together with any work of others 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 Substantial Completion of all 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 by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working 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.

#### DATED

(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Ranger Construction Industries, Inc. (Contractor)

(Seal

By: Contractor Signature)

Jamie Timming, Vice President (Print Name and Title)

Travelers Casualty and Surety Company of America (Surety) (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.

2024.08.01 Form of Guarantee - 1 PB 24-18 Miscellaneous Pavement Repairs Package No. 2 Palm Beach International Airport

July 2024



#### 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 MELBOURNE , Florida , their true and lawful Attomey(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.

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.

By:

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

My Commission expires the 30th day of June, 2026

NOTARY a to PHELIC 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 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



Kan E. Hughen 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.

### CORPORATE CERTIFICATE

#### PBC PROJECT NUMBER: PB 24-18

DATE: 10/31/2024

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 \_\_\_\_\_\_\_\_\_, 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 <u>13th</u> day of \_\_\_\_\_\_\_, 2023 in accordance with the laws of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

**RESOLVED**, 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

**FURTHER RESOLVED**, 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.

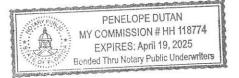
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 31st day of October \_\_\_\_\_\_, 20\_24\_.

Signatory) **Douglas Browning** (Print Signatory's Name) It's Secretary

(CORPORATE SEAL)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [x] physical presence or [] online notarization, this <u>31st</u> day of <u>October</u>, 20 <u>24</u> by the Secretary of the aforesaid corporation, who is as identification and who did (did not) take an oath.

gnatu



Penelope Dutan Print Notary Name NOTARY PUBLIC State of Florida at Large My Commission Expires:

2024.08.01

PB 24-18 Miscellaneous Pavement Repairs Package No. 2 Corporate Certificate Palm Beach International Airport July 2024

DISCLOSURE OF LO Complete this form to disclose lobbying			Approved by OMB 0348-0046
(See reverse for put			0040 0040
	and the second se		1
1. Type of Federal Action: 2. Status of Federal		3. Report Type:	
	ffer/application	a. initial fili	-
b. grant b. initia	l award	b. material	
c. cooperative agreement c. post-	award	For Material (	Change Only:
d. Ioan		year	quarter
e. Ioan guarantee			t report
f. loan insurance			I and the second s
4. Name and Address of Reporting Entity:	5 If Reporting Fr	tity in No. 4 is a St	ubawardee, Enter Name
	and Address of		ibawardee, Enter Warne
Prime Subawardee	and Address of	Frime.	
Tier, if known			
Congressional District, if known:	Congressional	District, if known:	
6. Federal Department/Agency:		am Name/Descriptio	on:
o. rederal Department geney.	r. r. ou or un r. rogre		
	5		
	OFFICIAL NUMBER	7	
	CFDA Number,	if applicable:	
8. Federal Action Number, if known:	9. Award Amoun	t, if known :	
	\$		
40 - News and Address of Labbuirg Entity	h Individuale Do	Forming Sonvices	(including address if
10. a. Name and Address of Lobbying Entity	1		(Including address in
(if individual, last name, first name, MI):	different from I	net i station and and	
	(last name, fire	st name, MI):	
NO LOBBYING ACTIVITIES			
NO LOBBILING ACTIVITIES			
(attach Continuation She	et(s) SF-LLLA, if necess	ary)	
11. Amount of Payment (check all that apply)	13. Type of Payn	nent (check all that a	apply):
	a. retainer		
\$ actual planned			
	b. one-time		
12. Form of Payment (check all that apply):	c. commiss		
a. cash	d. continger	nt fee	
b. in-kind; specify: nature	e. deferred		
value	f. other; spe	cify:	
14. Brief Description of Services Performed or to be	Performed and D	ate(s) of Service, in	cluding officer(s),
employee(s), or Member(s) contacted, for Payme			
······································			
(attach Continuation She		press.	
15. Continuation Sheet(s) SF-LLLA attached:	Yes	No 12	· · · · · · · · · · · · · · · · · · ·
16. Information requested through this form is authorized by title 31 USC section	Signature:	Kamph Dan	with
10. 1352 This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the lier above when this transaction was made		Douglas Brown	aing
or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This	Print Name:	Douglas(Brown	
information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be	Title: Se	cretary / Treasu	rer /
subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for		(561) 793-9400	
each such failure	relephone No.	(001) 700-0400	
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev 7-97)

### NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of <u>Ranger Construction Industries, Inc.</u> (CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06. Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer of representative)

State of Florida, County of Palm Beach

Jamie Timming, Vice President (printed name of officer or representative)

Sworn to and subscribed before me by means of  $\overline{x}$  physical presence or  $\Box$  online notarization

this. 31st day of October . by Jamie Timming

Personally known  $\overline{\mathbf{X}}$  OR produced identification  $\Box$ .

Type of identification produced \_

NOTARY PUBLIC (Penelope Dutan) My Commission Expires: State of Florida at large



(Notary Seal)

2

# **Signatory Information**



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

MERGER

# **Detail by Entity Name**

Florida Profit Corporation	n
RANGER CONSTRUCT	ION 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
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010
Principal Address	
1645 N CONGRESS AVE	E
WEST PALM BCH, FL 33	3409

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, MICHAELA 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 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
04/13/2023 ANNUAL REPORT	View image in PDF format
04/27/2022 ANNUAL REPORT	View image in PDF format
04/28/2021 ANNUAL REPORT	View image in PDF format
10/27/2020 AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 ANNUAL REPORT	View image in PDF format
01/30/2019 ANNUAL REPORT	View image in PDF format
04/23/2018 ANNUAL REPORT	View image in PDF format
08/02/2017 AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 ANNUAL REPORT	View image in PDF format
01/23/2016 ANNUAL REPORT	View image in PDF format
03/26/2015 ANNUAL REPORT	View image in PDF format
01/08/2014 ANNUAL REPORT	View image in PDF format
01/28/2013 ANNUAL REPORT	View image in PDF format
04/30/2012 ANNUAL REPORT	View image in PDF format
02/24/2011 ANNUAL REPORT	View image in PDF format
12/27/2010 Merger	View image in PDF format
08/25/2010 Reg. Agent Change	View image in PDF format
01/08/2010 ANNUAL REPORT	View image in PDF format
01/27/2009 ANNUAL REPORT	View image in PDF format
03/03/2008 ANNUAL REPORT	View image in PDF format
03/26/2007 ANNUAL REPORT	View image in PDF format
02/22/2007 ANNUAL REPORT	View image in PDF format
02/17/2006 ANNUAL REPORT	View image in PDF format

02/16/2005 ANNUAL REPORT	View image in PDF format	
03/01/2004 ANNUAL REPORT	View image in PDF format	
02/19/2003 ANNUAL REPORT	View image in PDF format	
02/19/2002 ANNUAL REPORT	View image in PDF format	
01/31/2001 ANNUAL REPORT	View image in PDF format	
02/14/2000 ANNUAL REPORT	View image in PDF format	
03/22/1999 ANNUAL REPORT	View image in PDF format	
03/12/1998 ANNUAL REPORT	View image in PDF format	
02/11/1997 ANNUAL REPORT	View image in PDF format	
03/07/1996 ANNUAL REPORT	View image in PDF format	
03/22/1995 ANNUAL REPORT	View image in PDF format	

Finida Department of State, Division of Corporations

# **Certificate of Insurance**



### 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
DX00003084	Ranger Construction Industries, Inc.	Modified	Compliant					PB 24-18	Miscellaneous Pavement Repairs Package No.2
		A++g , XV	The Travelers Indemnity Company	cap5807b18624	4/1/2024	4/1/2025	Auto Liability		
		A++r, XV	Shared Risk Coverage	multiple policy numbers	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	St, Paul Surplus Lines Insurance Company	ZCE16P7498A	4/1/2024	4/1/2025	Pollution Liability		
		A++g , XV	The Charter Oak Fire Insurance Company	ub8 88878224	4/1/2024	4/1/2025	Workers Comp		

.

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

# Attachment No. 2

# Bid Tabulation/Department of Airports Review

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Maria G. Marino Gregg K. Weiss



DEPARTMENT OF AIRPORTS

Marci Woodward

Sara Baxter

October 4, 2024

Mr. Gary Sypek Senior Deputy Director Palm Beach County Department of Airports (PBCDOA)

846 Palm Beach County International Airport West Palm Beach, Florida 33406-1470

RE: PBC Project No. PB 24-18 Miscellaneous Pavement Repairs Package No. 2 Palm Beach International Airport Bid Tabulation and Contract Award Recommendation

Gary:

Airports Planning & Development (P&D) has reviewed the submitted bid for the referenced project. Bids were due on September 24, 2024. The bid opening was conducted on September 25, 2024 at 2:00 p.m.

One (1) bid was received from Ranger Construction Industries, Inc. (RCI). RCI has performed similar types of services as required by this project; RCI is qualified to perform the work included in this contract. The submitted Base Bid and Additive Bid No. 1 total, along with the Engineers Estimate and the contractors Certification of Business Location (Attachment 5 to Bid Form), are shown in the table below:

BIDDER	TOTAL BASE BID PRICE	TOTAL ADDITIVE BID No. 1	TOTAL (BASE BID + ADDITIVE BID No. 1)	LOCAL BUSINESS IN PALM BEACH COUNTY
Ranger Construction Industries, Inc.	\$2,585,615.00	\$702,662.00	\$3,288,277.00	~
Engineer's Estimate	\$2,490,549.50	\$1,037,939.10	\$3,528,488.60	

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

PALM BEACH COUNTY PARK AIRPORT AIRPORT Lantana NORTH COUNTY GENERAL AVIATION

Pahokee

"An Equal Opportunity-Affirmative Action Employer"

Palm Beach Gardens

Exhibit A

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Maria G. Marino Gregg K. Weiss



DEPARTMENT OF AIRPORTS

Marci Woodward

Sara Baxter



October 4, 2024 Gary Sypek Page 2

P&D's bid review determined that RCI completed the Bid Form and necessary attachments as required per the bid documents; these bid documents include: Addenda Acknowledgement, Bid Bond, OEBO Schedules, List of Subcontractors/Self Performed Trades, Trench Safety Affidavit, Certification of Business Location, Unit Price Bid Form, E-Verify Certification, Contractor's Country of Concern Affidavit, and Non-Governmental Entity Human Trafficking Affidavit.

The Office of Equal Business Opportunity (OEBO) granted a waiver of the EBO program API(s) for this contract. The SBE subcontracting goal for this project is 0%. Attachment No. 2 of the Bid Form, OEBO Schedules 1 and 2 are still required to be submitted in the bid to be considered responsive. No bidders were identified as a Glades business.

P&D's review of the bid determined that RCI was mathematically correct. Based on the evaluation of the bidder's qualification and the bid submitted, P&D recommends the PBCDOA award the PB 24-18, Miscellaneous Pavement Repairs Package No. 2 Contract to the lowest bidder, RCI, contingent on the Palm Beach County OEBO review of the bid documents. The Bid Tabulation and the Bid Review Checklist are attached.

If you have any questions, please feel free to contact me.

George Santos, P.E. Senior Professional Engineer Palm Beach County Department of Airports

Enclosures: Bid Tabulation Bid Review Checklist OEBO's Review of the Bid Documents

> 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

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

Pahokee

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#### PALM BEACH INTERNATIONAL AIRPORT PB 24-18 MISCELLANEOUS PAVEMENT REPAIRS PACKAGE No. 2 BID TABULATION SCHEDULE 9/25/2024

					Engir	neer's Estimate		Ranger
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
				BASE B	ID			
1	C-105-1	Mobilization (Maximum 10% of Bid Price)	LS	1	\$245,371.50	\$245,371.50	\$258,500.00	\$258,500.00
2	C-102-5.1	Temporary Erosion and Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
3	01030-1	Maintenance of Air Operations Area Traffic	LS	1	\$1,109,500.00	\$1,109,500.00	\$1,016,175.00	\$1,016,175.00
4	01030-2	Portable Lighted Runway Closure Markers	LS	1	\$6,000.00	\$6,000.00	\$44,000.00	\$44,000.00
5	P-101-5.1	Cold Milling (2" or Less)	SY	3,100	\$32.00	\$99,200.00	\$27.50	\$85,250.00
6	P-101-5.2	Asphalt Existing Crack Repairs (Cracks 1/4" to 1/2")	LF	30,000	\$5.10	\$153,000.00	\$3.65	\$109,500.00
7	P-101-5.3	Asphalt Existing Crack Repairs (Cracks >1/2" to 1")	LF	5,500	\$5.90	\$32,450.00	\$4.70	\$25,850.00
8	P-401-8.1	Bituminous Surface Course	TON	350	\$684.00	\$239,400.00	\$622.00	\$217,700.00
9	P-620-5.1	Permanent Pavement Paint Marking, Reflective (100% Application)	SF	72,200	\$1.90	\$137,180.00	\$2.70	\$194,940.00
10	P-620-5.3	Permanent Pavement Paint Marking, Non- Reflective (100% Application)	SF	22,000	\$1.25	\$27,500.00	\$2.45	\$53,900.00
11	P-620-5.5	Temporary Pavement Paint Marking, Non- Reflective (50% Application)	SF	9,200	\$1.94	\$17,848.00	\$6.25	\$57,500.00
12	P-620-5.6	Preformed Thermoplastic Pavement Markings	SF	10,300	\$37.50	\$386,250.00	\$40.00	\$412,000.00
13	P-620-5.7	Pavement Marking Removal	SF	8,000	\$2.50	\$20,000.00	\$5.00	\$40,000.00
14	P-620-5.8	Cleaning of Existing Pavement Markings	SF	79,000	\$0.15	\$11,850.00	\$0.70	\$55,300.00
	.ŧ	J			TOTAL	\$2,490,549.50	TOTAL	\$2,585,615.00
							SUBMITTED	\$2,585,615.00
							DIFFERENCE	\$0.00

#### PALM BEACH INTERNATIONAL AIRPORT PB 24-18 MISCELLANEOUS PAVEMENT REPAIRS PACKAGE No. 2 BID TABULATION SCHEDULE 9/25/2024

					Engine	eer's Estimate		Ranger
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
			1	ADDITIVE BID	No. 1			·····
15	C-105-1	Mobilization (Maximum 10% of Bid Price)	LS	1	\$94,358.10	\$94,358.10	\$68,030.00	\$68,030.00
16	C-102-5.1	Temporary Erosion and Pollution Control	LS	1	\$674.00	\$674.00	\$1,500.00	\$1,500.00
17	01030-1	Maintenance of Air Operations Area Traffic	LS	1	\$122,000.00	\$122,000.00	\$257,000.00	\$257,000.00
18	P-501-8.1	Portland Cement Concrete Slab Replacement (17" to 21.5" Thick )	СҮ	80	\$3,100.00	\$248,000.00	\$1,115.00	\$89,200.00
19	P-501-8.2	Portland Cement Concrete Crack Repairs (1/4" to 1/2")	LF	1,120	\$7.00	\$7,840.00	\$14.00	\$15,680.00
20	P-501-8.3	Portland Cement Concrete Crack Repairs (>1/2" to 1")	LF	280	\$7.90	\$2,212.00	\$15.45	\$4,326.00
21	P-501-8.4	Portland Cement Concrete Spall Repair (Partial Depth)	SF	270	\$107.00	\$28,890.00	\$17.80	\$4,806.00
22	P-605-5.1	Joint Sealant Repair; PCC to PCC Joint	LF	48,000	\$7.00	\$336,000.00	\$4.20	\$201,600.00
23	P-605-5.2	Joint Sealant Repair; AC to PCC Joint	LF	3,100	\$6.40	\$19,840.00	\$4.20	\$13,020.00
24	P-620-5.3	Permanent Pavement Paint Marking, Non- Reflective (100% Application)	SF	9,500	\$18.75	\$178,125.00	\$5.00	\$47,500.00
					TOTAL	\$1,037,939.10	TOTAL	\$702,662.00
					L		SUBMITTED	\$702,662.00
							DIFFERENCE	\$0.00

#### PALM BEACH INTERNATIONAL AIRPORT PB 24-18 MISCELLANEOUS PAVEMENT REPAIRS PACKAGE No. 2 BID TABULATION SCHEDULE 9/25/2024

CONTRACT BID TOTA	LS	
	Engineer's Estimate	Ranger
BASE BID	\$2,490,549.50	\$2,585,615.00
ADDITIVE BID No. 1	\$1,037,939.10	\$702,662.00
TOTAL BID PRICE (BASE BID + ADDITIVE BID No. 1)	\$3,528,488.60	\$3,288,277.00

PALM BEACH INTERNATIONAL AIRPORT PB 24-18 MISCELLANEOUS PAVEMENT REPAIRS PACKA BID TABULATION SCHEDULE 9/25/2024	AGE No. 2
Description	Ranger
Bid Form (Pages 2 to 8)	4
Addendum No. 1 - Signed Acknowledgement	4
Addendum No. 2 - Signed Acknowledgement	✓
Addendum No. 3 - Signed Acknowledgement	✓
Bid Bond (Attachment No. 1)	✓
OEBO Schedules (Attachment No. 2)	To be reviewed by PBC OEBO
List of Subcontractors/Self-Performed Trades (Attachment No. 3)	$\checkmark$
Trench Safety Affidavit (Attachment No. 4)	✓
Certification of Business Location (Attachment No. 5)	✓
Certification of Business Location - Glades Subcontractor (Attachment No. 5a)	✓
Unit Price Bid Form (Attachment No. 6)	✓
E-Verify Certification (Attachment No. 7)	✓
Contractor's Country of Concern Affidavit (Attachment No. 8)	1
Non-Governmental Entity Human Trafficking Affidavit (Attachment No. 9)	✓

.

# Attachment No. 3

# **OEBO Waiver Approval Letter**



Office of Equal Business Opportunity 50 South Military Trail, Suite 202 West Palm Beach, FL 33415 (561) 616-6840 www.pbcgov.com/oebo



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

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

## INTER-OFFICE MEMORANDUM

Date:	Thursday, July 25, 2024
To:	Cynthia M. Portnoy Deputy Director Planning & Development Department of Airports
From:	Tonya Davis Johnson, Director Symmetry Office of Equal Business Opportunity
Re:	Approval of Request for Waiver of API Requirements for Miscellaneous Pavement Repairs Package No. 2

Your Request for Waiver of API Requirements for the above named services was received on Thursday, July 18, 2024 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at <u>agray@pcgov.org</u>.

Thank you.

cc: Allen Gray, Manager

### **George Santos**

From:	Terry Newton <tnewton@pbc.gov></tnewton@pbc.gov>
Sent:	Thursday, September 26, 2024 3:25 PM
To:	George Santos
Cc:	Cynthia Portnoy; Scott Ornitz; lleana Andrade-Delegato; Anthony Gregory
Subject:	RE: PB 24-18 Misc. Pavement Repairs Package No. 2 - OEBO Review Form J

Good afternoon everyone,

PB 24-18 Misc. Pavement Repairs Package No. 2 is exempt from the compliance review due to the waiver (complete/100%), as there are no SBE goals (0%).

If it was a partial waiver, then the review would apply.

Mr. Terry Newton Small Business Development Specialist II Office of Equal Business Opportunity (OEBO) 50 S. Military Trail, Suite 202 West Palm Beach, FL 33415 Main: (561) 616-6840 Direct: (561) 616-7094 Website: <u>OEBO</u>

From: George Santos <gsantos@pbia.org>
Sent: Wednesday, September 25, 2024 3:00 PM
To: Terry Newton <Tnewton@pbc.gov>
Cc: Cynthia Portnoy <cportnoy@pbia.org>; Scott Ornitz <sornitz1@pbia.org>; Ileana Andrade-Delegato
<idelegato@pbia.org>; Anthony Gregory <AGregory@pbia.org>
Subject: PB 24-18 Misc. Pavement Repairs Package No. 2 - OEBO Review Form J

Good afternoon Terry,

Please follow the link below to review and provide the Form J for PB 24-18 Misc. Pavement Repairs Package No. 2: https://pbcclouddrive.pbcgov.org/invitations?share=10da54929a1c50ac5d26

The SBE subcontracting goal for this project is 0%. The Department of Airports was granted a waiver of the EBO Program API(s) for this contract.

Can you please provide your review/Form J by close of business Tuesday, October 1, 2024?

Thank you,

George Santos, PE Senior Professional Engineer, Airports Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

# Attachment No. 4

# **Budget Amendment**

## BOARD OF COUNTY COMMISIONERS PALM BEACH COUNTY, FLORIDA EXPENDITURE BUDGET TRANSFER

BGEX 121-112024\*411

	FUN	DFUND 4111	Airport Impr	rovement & Devel	opment Fund				
ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 11/19/24	REMAINING BALANCE
EXPENDITURES 121-A423-6505 121-A487-6504	Design/Eng/Mgmt - CIP Adm lotb Non Infrastructure	P-Annual Airfield Pavement All Airports - Airfield Maintenance &	1,511,299 0	1,511,299 0	0 1 <i>,</i> 511 <i>,</i> 299	1,511,299 0	0 1,511,299	0	0 1,511,299
	Total Expenditures	-			1,511,299	1,511,299		-	· .

SIGNATURES

DATES 11/26/24

Initiating Department/Division

Administration/Budget Department Approval

1 dack

**OFMB** Department - Posted

uesday, January 7, 202
4
Clerk to the ty Commissioners