

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

MCB1SB 7-0

AGENDA ITEM SUMMARY

R2024 - 1605

Meeting Date: August 20, 2024

☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 (Amendment) to the Contract (Contract) (R-2023-0701) with Ranger Construction Industries, Inc. (Ranger), for the Central Airfield Improvements Project (Project) at the Palm Beach International Airport (PBI), providing for the award of Bid Alternate No. 1 in the amount of \$20,287,673.80 and increasing the project duration by 481 calendar days

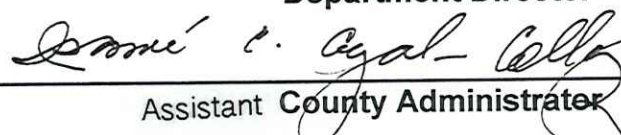
Summary: The Project was advertised as a base bid and two (2) additive bid alternates, utilizing the County's competitive bid process. On March 16, 2023, three (3) bids were received for the Project. Ranger, a Palm Beach County, Florida company, was identified as the lowest responsible, responsive bidder. The Contract was approved on May 16, 2023, which provided for the award the Base Bid and Bid Alternate No. 2 for a total contract amount of \$20,228,016.90 and a project duration of 516 calendar days (R-2023-0701). Change Orders No. 1 - 3 increased the total contract amount by \$329,883.38, extended the project duration by 75 calendar days, and provided for additional grading for compliance with FAA standards, resolution of conflicts with an electrical duct bank, and a credit to the County for a temporary construction trailer that was no longer required. A detailed contract history is included in Attachment No. 1. This Amendment provides for the award of Bid Alternate No. 1, which will increase the contract amount by \$20,287,673.80 and extend the project duration by 481 calendar days for a total contract amount of \$40,845,574.08 and a total project duration of 1,072 calendar days. Due to insufficient funding at the time of award, the Contract did not include Bid Alternate No. 1. As a result of the award of additional grant funding from the FAA as referenced in Item 3F8 on this agenda, funding is now available to complete Bid Alternate No. 1. The Invitation to Bid (ITB No. PB-23-3) provided that bid alternates would be considered on-going offers at the prices stated in the bid response to allow alternates to be awarded at a later date. The Department of Airports recommends the award of Bid Alternate No. 1 to Ranger to ensure the timely completion of the Project by eliminating the need to re-bid the Project and to avoid increased construction costs associated with price escalation. The Contract currently provides for the rehabilitation of Taxiway B, rehabilitation of Runway 14-32 shoulder pavement north of Taxiway C, electrical and grading within the Runway 14-32 safety area, and removal of non-standard markings on Taxiway L to comply with current FAA standards. Approval of this Amendment provides for completion of the reconstruction of Taxiway F and Taxiway H, and the remainder of the rehabilitation of the Runway 14-32 shoulder pavement south of Taxiway C. A Disadvantaged Business Enterprise (DBE) goal of 22% was established for the Project. The DBE participation for this Amendment is 22%. The total DBE participation to date, including this Amendment, is 22%. This item is contingent on the approval of Item 3F8 on this agenda. **Countywide (AH)**

Background and Policy Issues: The 2020 Florida Department of Transportation (FDOT) Statewide Pavement Maintenance Program and subsequent engineering analysis identified the need to rehabilitate Taxiway B, reconstruct Taxiway F and Taxiway H, and rehabilitate the Runway 14-32 shoulder pavement at PBI. The Contract currently provides for the rehabilitation of Taxiway B, rehabilitation of Runway 14-32 shoulder pavement north of Taxiway C, electrical and grading within the Runway 14-32 safety area, and removal of non-standard markings on Taxiway L to comply with current FAA standards. Approval of this Amendment will enable completion of the reconstruction of Taxiway F and Taxiway H, and the remainder of the rehabilitation of the Runway 14-32 shoulder pavement south of Taxiway C as recommended by the FDOT Statewide Pavement Maintenance Program.

Attachments:

1. Amendment No 1. (w/Contract History) – 3 originals
2. DBE Schedules

Recommended By:  7/26/24
Department Director Date

Approved By:  8/12/24
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	\$20,287,674				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$20,287,674				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in the Current Budget?	Yes	_____	No	<u>X</u>
Does this item include the use of federal funds?	Yes	<u>X</u>	No	_____
Does this item include the use of state funds?	Yes	_____	No	<u>X</u>

Budget Account No: Fund 4111 Department 121 Unit A496-519 Object 6504

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item is contingent on the approval of Item 3F8 on this agenda.
Approval of this item will provide the completion of this Amendment No. 1 to the Contract with
Ranger in the amount of \$20,287,674.

Grant and PFC reimbursements will be determined as invoices are received.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Lisa Mark Nadel
OFMB
7/26

Krinda Znachke
Contract Dev. and Control
8/1/24

B. Legal Sufficiency:

Anne Kelfant
Assistant County Attorney
8/7/24

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

****BID ALTERNATE 1 SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 To The Bid Form)**

Project/Bid Name: Central Airfield Improvements Project Bid No: PB 23-3
Name of Prime Bidder: Ranger Construction Industries, Inc. Change Order/Task/Amendment No (If Applicable): Addendum 1, 2, and 3
Contact Person: Jamie Timming Bid Opening Date: March 16, 2023
Address: 1645 N. Congress Ave., West Palm Beach, FL 33409 Department: AIRPORTS
Phone No.: 561-793-9400 Fax No: 561-790-4332 E-mail Address: jamie.timming@rangerconstruction.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Sirdar Trucking, Inc. 13332 71st Pl North West Palm Beach, FL 33412	Aggregate Hauling	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 453,000.00	\$
Roberts Traffic Marking Corp 2210 Hayes Street Hollywood, FL 33020	Pavement Markings	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 262,430.00	\$
Unlimited Turf 4901 NW 240th St Okeechobee, FL 34972	Sodding	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 334,700.00	\$	\$
USA Sweeping, Inc. D/B/A Facilities Pro-Sweep 2950 W. 84th Street, #10 Hialeah, FL 33018	Power Sweeping	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 49,500.00	\$

*Additional sheets may be used if necessary.

Total Value of DBE Participation \$ See Page 3

Notes:

- The amounts listed on this form for each DBE Firm must be supported by the price or percentage included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on schedule 2 should reflect full expenditure (i.e. do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the DBE Firms

By:  Date: March 16, 2023
Signature
Print Name/Title of Person Executing on Behalf of the Prime
Jamie Timming / Vice President

****BID ALTERNATE 1 SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 To The Bid Form)**

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Address: 1645 N. Congress Ave., West Palm Beach, FL 33409 Department: AIRPORTS
Phone No.: 561-793-9400 Fax No: 561-790-4332 E-mail Address: jamie.timming@rangerconstruction.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Pacifica Engineering Services, LLC 601 N. Congress Ave, Suite 303 Delray Beach, FL 33445	Contractor Quality Control	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$ 145,090.00	\$	\$	\$
Chin Diesel 9861 NW 3rd St Pembroke Pines, FL 33024	Hauling / Trucking	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$ 450,000.00	\$	\$	\$
Falcon Contracting 4225 Chukker Dr West Palm Beach, FL 33406	Drainage / Utilities	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$ 1,000,485.00	\$	\$
Stanford & Sons Trucking D/B/A Stanford Construction Co. 1081 NW 12 Terrace Pompano Beach, FL 33069	Excavation/Embankment	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$ 2,018,239.20	\$	\$	\$

*Additional sheets may be used if necessary.

Total Value of DBE Participation \$ See Page 3

Notes:

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By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the DBE Firms

By:


Signature
Jamie Timming / Vice President

Print Name/Title of Person Executing on Behalf of the Prime

Date: March 16, 2023

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Contact Person: Jamie Timming Bid Opening Date: March 16, 2023
Address: 1645 N. Congress Ave., West Palm Beach, FL 33409 Department: AIRPORTS
Phone No.: 561-793-9400 Fax No: 561-790-4332 E-mail Address: jamie.timming@rangerconstruction.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Caribbean Technical Services, Inc 14900 SW 30 Street Miramar, FL 33027	Electrical Material Supply	<input type="checkbox"/> Prime Contractor	\$	\$ 343,200.00	\$	\$
		<input type="checkbox"/> Subcontractor				
		<input checked="" type="checkbox"/> Supplier				
		<input type="checkbox"/> Manufacturer				
		<input type="checkbox"/> Prime Contractor	\$	\$	\$	\$
		<input type="checkbox"/> Subcontractor				
		<input type="checkbox"/> Supplier				
		<input type="checkbox"/> Manufacturer				
		<input type="checkbox"/> Prime Contractor	\$	\$	\$	\$
		<input type="checkbox"/> Subcontractor				
		<input type="checkbox"/> Supplier				
		<input type="checkbox"/> Manufacturer				
		<input type="checkbox"/> Prime Contractor	\$	\$	\$	\$
		<input type="checkbox"/> Subcontractor				
		<input type="checkbox"/> Supplier				
		<input type="checkbox"/> Manufacturer				

*Additional sheets may be used if necessary.

Total Value of DBE Participation \$ 5,056,644.20

Notes:

- The amounts listed on this form for each DBE Firm must be supported by the price or percentage included on Schedule 2, "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on schedule 2 should reflect full expenditure (i.e. do not reduce supplier's quote).

By signing this form the undersigned Prime Bidder is committing to utilize the above referenced DBE firms on the Project and that the Prime Bidder will monitor the DBE Firms to ensure that the work is actually performed by the DBE Firms

By:  Date: March 16, 2023
Signature: Jamie Timming Vice President
Print Name/Title of Person Executing on Behalf of the Prime

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR
(Attachment No. 9 To The Bid Form)

Project/Bid No.: PB 23-3

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: **SIRDAR TRUCKING INC**

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☐ Hispanic ☒ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 20	Lime Rock Base Course, 7-Inch Depth - Hauling Only	7,560 Tons	\$ 17.95	\$ 135,702.00
			\$	\$
Bid Item 21	Lime Rock Base Course, 8-Inch Depth - Hauling Only	15,320 Tons	\$ 17.95	\$ 274,994.00
			\$	\$

at the following price¹ \$410,696.00

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input checked="" type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

SIRDAR TRUCKING INC

Printed Name of DBE Subcontractor

By: _____

Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

BF - 19R of 46R

Bid Forms v. 010422
Addendum No. 1 | March 6, 2023

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): _____

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: ROBERTS TRAFFIC MARKING CORP.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☐ Black ☐ Hispanic ☒ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☒ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Alternate 1 Items 26-32	Pavement Markings	(per attached	\$ Estimate)	\$262,430.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$262,430.00

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____		<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____		<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Roberts Traffic Marking Corp.

Printed Name of DBE Subcontractor

By.  Lisa Birchfield, President

Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

Bid Forms v. 010422
Addendum No. 3 | March 13, 2023

BF - 21R of 48R



projects@robertstraffic.com

2210 Hayes Street
Hollywood, Florida 33020
(954) 929-2922 (305) 935-2922
Fax: (954) 929-3736

Estimate

03/14/2023

Customer

Project
23024

PBIA CENTRAL AIRFIELD IMPROVEMENTS
PAINTED PAVEMENT MARKINGS
REHAB T/W B & F; R/W 14-32 SHOULDERS
PALM BCH COUNTY DEPT OF AIRPORTS

Bid No. PB 23-3 thru Add# 3

Item	Description	Quantity	Unit	Cost	Total
(per shift)	Min. Paint Mobilization Charge		EA --->	2,750.00	
(per shift)	Minimum Removal Mobilization Charge		EA --->	3,980.00	
-- BASE BID	--> BASE BID <-- PAVEMENT MARKING Line Items:				
P-620-5.2a	Pavement Marking, White with Glass Beads	42,100	SF	3.00	126,300.00
P-620-5.2b	Pavement Marking, Red with Glass Beads	1,000	SF	3.85	3,850.00
P-620-5.2c	Pavement Marking, Yellow with Glass Beads	45,200	SF	3.20	144,640.00
P-620-5.2d	Pavement Marking, Black w/o Glass Beads	51,400	SF	1.25	64,250.00
P-620-5.4a	Temporary Marking, White w/o Glass Beads	42,100	SF	1.40	58,940.00
P-620-5.4b	Temporary Marking, Yellow w/o Glass Beads	45,200	SF	1.60	72,320.00
P-620-5.5	Pavement Marking Removal, Waterborne ---->> Removal EXCLUDES: P-620-3.3b : "...After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings."	1,100	SF	3.85	4,235.00
-- ALT. 1	--> BID ALTERNATE 1 <--				
P-620-5.2a	1.Pavement Marking, White with Glass Beads	1,400	SF	3.25	4,550.00
P-620-5.2b	1.Pavement Marking, Red with Glass Beads	3,400	SF	3.85	13,090.00

Minimum Daily Mobilization / Per Trip Charge will be billed in cases of minor quantity/limited production. Pricing includes all materials, labor, installation and taxes. No bond, testing or permit fees are included. Provide two sets of current Plans and Specs prior to first mobilization. A minimum of two weeks advance notification is required for scheduling. Contractor to handle all required MOT / work zone traffic control during installations. Contractor to supply: Surveyor for layout, Light Towers and relocations during installations, on-site Supervision/any necessary radio contact with ATCT, water and dump site for removal debris; "protection of markings." Areas to be clean and free of debris. High-Pressure cleaning of concrete surfaces is required. No warranty on unprepared concrete surfaces.

This Estimate is to be included as an Exhibit and made part of any Contract/P.O. Pricing valid for 14 days. By signing below, you are accepting this proposal. Roberts Traffic Marking agrees to perform the above work and you agree to promptly pay Roberts Traffic Marking the amounts shown.

Certified "WBE", "DBE", "CDBE" and "CSBE".

Thank you!

Page 1

Acceptance Signature, Title & Date



Roberts Traffic Marking

projects@robertstraffic.com

2210 Hayes Street
Hollywood, Florida 33020
(954) 929-2922 (305) 935-2922
Fax: (954) 929-3736

Estimate

03/14/2023

Customer

Project
23024

PBIA CENTRAL AIRFIELD IMPROVEMENTS
PAINTED PAVEMENT MARKINGS
REHAB T/W B & F; R/W 14-32 SHOULDERS
PALM BCH COUNTY DEPT OF AIRPORTS

Bid No. PB 23-3 thru Add# 3

Item	Description	Quantity	Unit	Cost	Total
P-620-5.2c	1.Pavement Marking, Yellow with Glass Beads	34,000	SF	3.35	113,900.00
P-620-5.2d	1.Pavement Marking, Black w/o Glass Beads	32,700	SF	1.25	40,875.00
P-620-5.4a	1.Temporary Marking, White w/o Glass Beads	1,400	SF	1.40	1,960.00
P-620-5.4b	1.Temporary Marking, Yellow w/o Glass Beads	34,000	SF	1.65	56,100.00
P-620-5.5	1.Pavement Marking Removal, Waterborne --->> Removal EXCLUDES: P-620-3.3b : "...After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings."	8,300	SF	3.85	31,955.00
-- ALT. 2	--> BID ALTERNATE 2 <--				
P-620-5.2c	2.Pavement Marking, Yellow with Glass Beads	4,300	SF	3.35	14,405.00
P-620-5.2d	2.Pavement Marking, Black w/o Glass Beads	3,100	SF	1.25	3,875.00
P-620-5.4b	2.Temporary Marking, Yellow w/o Glass Beads	4,300	SF	1.65	7,095.00

Total: \$762,340.00

~ ~ ~ PAGE 2 OF 3 ~ ~ ~

Refer to Page 3 of 3 for additional notes and qualifications.

Minimum Daily Mobilization / Per Trip Charge will be billed in cases of minor quantity/limited production. Pricing includes all materials, labor, installation and taxes. No bond, testing or permit fees are included. Provide two sets of current Plans and Specs prior to first mobilization. A minimum of two weeks advance notification is required for scheduling. Contractor to handle all required MOT / work zone traffic control during installations. Contractor to supply: Surveyor for layout, Light Towers and relocations during installations, on-site Supervision/any necessary radio contact with ATCT, water and dump site for removal debris; "protection of markings." Areas to be clean and free of debris. High-Pressure cleaning of concrete surfaces is required.

No warranty on unprepared concrete surfaces.

This Estimate is to be included as an Exhibit and made part of any Contract/P.O. Pricing valid for 14 days. By signing below, you are accepting this proposal. Roberts Traffic Marking agrees to perform the above work and you agree to promptly pay Roberts Traffic Marking the amounts shown.

Certified "WBE", "DBE", "CDBE" and "CSBE".

Thank you!

Page 2

Acceptance Signature, Title & Date



projects@robertstraffic.com
2210 Hayes Street
Hollywood, Florida 33020
(954) 929-2922 (305) 935-2922
Fax: (954) 929-3736

Estimate

03/14/2023

Customer

Project
23024

PBIA CENTRAL AIRFIELD IMPROVEMENTS
PAINTED PAVEMENT MARKINGS
REHAB T/W B & F; R/W 14-32 SHOULDERS
PALM BCH COUNTY DEPT OF AIRPORTS

Bid No. PB 23-3 thru Add# 3

Item	Description	Quantity	Unit	Cost	Total
------	-------------	----------	------	------	-------

--> Payment for any additional markings or marking removal, including work not paid directly by Owner under contract line items, will be invoiced directly to Contractor at established unit prices.

RE: ADD#3: "Payment for temporary obscuring of pavement markings....included in pay item 01030-8.1 Maintenance of AOA Traffic."

Black-out Paint will be billed to Contractor under line item P-620-5.2d.

Minimum daily mobilization charges will apply (per shift, per activity).

CONTRACTOR to provide the following:

-- Full Survey for striping layout prior to each mobilization (Gen. Note 31, PvmmtMkg Plan Notes 2 & 10); Vacuum Truck for prep & bead recovery during all mobilizations (Gen. Note 30, PvmmtMkg Plan Note 8 & P-620-3.9); Light Towers, staged and maintained; Any required water for prep or removal activities to be supplied by Contractor; disposal of debris to be handled by Contractor; on-site Water source and dumpsite; MOT; Flagmen; Protection of work - Restriping of haul routes or any other construction repairs to be paid directly by Contractor at above unit pricing (Gen. Note 6 & PvmmtMkg Plan Note 9); Any required fog seal after marking removal; On-site Supt/Supervision and Escort; Permits, Testing, Inspections, As-builts, Bond.

--->> Roberts Traffic Marking is a Certified Striping Contractor - WBE / CBE / SBE / Florida DBE

Minimum Daily Mobilization / Per Trip Charge will be billed in cases of minor quantity/limited production. Pricing includes all materials, labor, installation and taxes. No bond, testing or permit fees are included. Provide two sets of current Plans and Specs prior to first mobilization. A minimum of two weeks advance notification is required for scheduling. Contractor to handle all required MOT / work zone traffic control during installations. Contractor to supply: Surveyor for layout, Light Towers and relocations during installations, on-site Supervision/any necessary radio contact with ATCT, water and dump site for removal debris; "protection of markings." Areas to be clean and free of debris. High-Pressure cleaning of concrete surfaces is required.

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Certified "WBE", "DBE", "CDBE" and "CSBE".

Acceptance Signature Title & Date

Thank you!

**** (Attachment No. 9 To The Bid Form)**

Project/Bid Name: Central Airfield Improvements

Name of DBE Firm: Unlimited Tort, LLC

☐ Black
 ☒ Hispanic
 ☐ Women
 ☐ Other (Please Specify) _____

☐ Prime Contractor
 ☐ Subcontractor
 ☐ Manufacturer
 ☐ Supplier

Additional Sheets may be used as necessary.

at the following price¹ \$304,700.00

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

Unlimited Turf, LLC
Printed Name of DBE Subcontractor

By: W. K. Haworth
Signature

BF - 19R of 46R

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable) Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm USA SWEEPING, INC. D/B/A FACILITIES PRO-SWEEP

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☐ Black ☐ Hispanic ☒ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
	POWER SWEEPING	1	\$165.00	\$165.00
Bid Item 6	Maintenance of Air Operations Area Traffic	400 HR	\$ 165.00	\$ 66,000.00
			\$	\$
			\$	\$

at the following price¹ \$66,000.00

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____	\$ _____	DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	Non-DBE
_____	\$ _____	DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

VIVIANE IOSCOTE

Printed Name of DBE Subcontractor

By: _____

Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

BF - 19R of 40R

Bid Forms v. 010422
Addendum No 1 March 6, 2023

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Pacifica Engineering Services, LLC

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☒ Black ☐ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 1	Contractor Quality Control Program (CQCP)	1 LS	\$ 145,090.00	\$ 145,090.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$145,090.00

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	_____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	_____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Pacifica Engineering Services, LLC
Printed Name of DBE Subcontractor

By: Walter Cheska
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

BF - 19R of 46R

Bid Forms v. 010422
Addendum No. 1 | March 6, 2023

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): _____

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: On Point Surveying, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 3 - Mobilization	Professional Surveying Services	1	\$ 63,800.00	\$ 63,800.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ 63,800.00

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Janna Rasberry, Vice President

Printed Name of DBE Subcontractor

By: Janna Rasberry
Digitally signed by Janna Rasberry
Date: 2023.03.16 13:16:29 -04'00'

Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

BF - 19R of 46R

Bid Forms v. 010422
Addendum No. 1 | March 6, 2023

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

****(Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Falcon Contracting, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black
 ☒ Hispanic
 ☐ Women
 ☐ Other (Please Specify) _____
☐ Prime Contractor
 ☐ Subcontractor
 ☐ Manufacturer
 ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 3	Mobilization	1 LS	\$ 74,021.00	\$ 74,021.00
Bid Item 12	Removal of Stormwater Pipe	1,400 LF	\$ 46.00	\$ 64,400.00
Bid Item 13	Removal of Stormwater Structure	7 EA	\$ 4,750.00	\$ 33,250.00
Bid Item 33	18" Reinforced Concrete Pipe Class V	900 LF	\$ 97.00	\$ 87,300.00

See Page 4

at the following price¹

/ (Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	_____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	_____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor)	(Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Luis Falcon
Printed Name of DBE Subcontractor

By: [Signature]
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
Schedule 2 (v.07-03-13)

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

****(Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Falcon Contracting, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 35	30" Reinforced Concrete Pipe Class V	850 LF	\$ 192.00	\$ 163,200.00
Bid Item 39	54" Reinforced Concrete Pipe Class V	300 LF	\$ 670.00	\$ 201,000.00
Bid Item 42	Aircraft Rated Inlet	1 EA	\$ 72,998.00	\$ 72,998.00
Bid Item 43	FDOT Ditch Bottom Inlet Type G	9 EA	\$ 13,613.00	\$ 122,517.00

See Page 4

at the following price¹

/ (Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Luis Falcon
 Printed Name of DBE Subcontractor
 By: [Signature]
 Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
Schedule 2 (v.07-03-13)

BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR
**(Attachment No. 9 To The Bid Form)

Project/Bid No.: PB 23-3 Project/Bid Name: Central Airfield Improvements

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Falcon Contracting, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black
- ☒ Hispanic
- ☐ Women
- ☐ Other (Please Specify) _____
- ☐ Prime Contractor
- ☐ Subcontractor
- ☐ Manufacturer
- ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 45	FDOT Manhole Type J Bottom (Round 6ft Diameter)	6 EA	\$ 13,994.00	\$ 83,964.00
Bid Item 46	FDOT Manhole Type J Bottom (Round 6ft Diameter)	1 EA	\$ 16,202.00	\$ 16,202.00
Bid Item 47	FDOT Manhole Type J Bottom (Round 6ft Diameter)	2 EA	\$ 21,971.00	\$ 43,942.00
Bid Item 48	FDOT Manhole Type J Bottom (Round 6ft Diameter)	1 EA	\$ 26,971.00	\$ 26,971.00

at the following price¹ See Page 4
(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

(Name of Subcontractor)

\$ _____
(Amount of Subcontract)

(Name of Subcontractor)

\$ _____
(Amount of Subcontract)

☐ DBE Certified

☐ Non-DBE

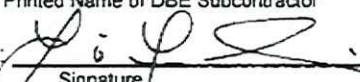
☐ DBE Certified

☐ Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Luis Falcon

Printed Name of DBE Subcontractor

By: 

Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
Schedule 2 (v.07-03-13)

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR
(Attachment No. 9 To The Bid Form)

Project/Bid No.: **PB 23-3** Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Falcon Contracting, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 55	FDOT Concrete Jacket	4 EA	\$ 2,680.00	\$ 10,720.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$1,000,485.00
 (Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Luis Falcon
 Printed Name of DBE Subcontractor
 By: [Signature]
 Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
 Schedule 2 (v.07-03-13)

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: PB 23-3

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: **Stanford & Sons Trucking dba Stanford Construction**

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☒ Black
 ☐ Hispanic
 ☐ Women
 ☐ Other (Please Specify) _____

☐ Prime Contractor
 ☐ Subcontractor
 ☐ Manufacturer
 ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 3	Mobilization	1 LS	\$ 42,184.00	\$ 42,184.00
Bid Item 14	Stripping	20 AC	\$ 19,797.11	\$ 395,942.20
Bid Item 15	Unclassified Excavation	75,900 CY	\$ 15.98	\$ 1,212,882.00
Bid Item 17	Embankment	2,600 CY	\$ 17.86	\$ 46,436.00

at the following price¹ See Attached Page Two

(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____	\$ _____
(Name of Subcontractor)	(Amount of Subcontract)
_____	\$ _____
(Name of Subcontractor)	(Amount of Subcontract)

- ☐ DBE Certified
- ☐ Non-DBE
- ☐ DBE Certified
- ☐ Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Stanford & Sons Trucking dba Stanford Construction

Printed Name of DBE Subcontractor

By: Stanford Amritt
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

Bid Forms v. 010422
Addendum No. 1 | March 6, 2023

BF - 19R of 46R

BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR
**(Attachment No. 9 To The Bid Form)

Project/Bid No.: **PB 23-3** Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Stanford & Sons Trucking dba Stanford Construction

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

- ☒ Black
- ☐ Hispanic
- ☐ Women
- ☐ Other (Please Specify) _____
- ☐ Prime Contractor
- ☐ Subcontractor
- ☐ Manufacturer
- ☐ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Item 18	Compacted Subgrade, 12-Inch Depth	60,900 SY	\$ 4.27	\$ 260,043.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$1,957,487.20
(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

\$

(Name of Subcontractor)

\$

(Name of Subcontractor)

(Amount of Subcontract)

(Amount of Subcontract)

☐ DBE Certified

☐ Non-DBE

☐ DBE Certified

☐ Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Stanford & Sons Trucking dba Stanford Construction

Printed Name of DBE Subcontractor

By: Stanford Amritt
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.
Schedule 2 (v.07-03-13)

**BID ALTERNATE 1 SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE
SUBCONTRACTOR**

**** (Attachment No. 9 To The Bid Form)**

Project/Bid No.: **PB 23-3**

Project/Bid Name: **Central Airfield Improvements**

Change Order/Task /Amendment No. (if applicable): Addendum 1, 2, and 3

Name of Prime Bidder: Ranger Construction Industries, Inc.

Name of DBE Firm: Caribbean Technical Services, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by Palm Beach County or the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☐ Black ☒ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☐ Subcontractor ☐ Manufacturer ☒ Supplier

The undersigned is prepared to perform the following described work in connection with the above-referenced project (specify in detail the particular work and/or parts thereof to be performed):

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
Bid Items 60 Through 129	Electrical Materials	1/LS	\$ 572,000.00	\$ 572,000.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$572,000.00

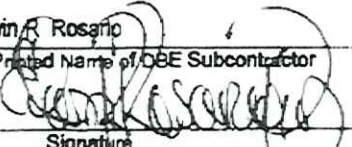
(Subcontractor/Supplier's Quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE
_____ \$ _____	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Amount of Subcontract)	<input type="checkbox"/> Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Edwin R. Rosario
Printed Name of DBE Subcontractor
By: 
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Schedule 2 (v.07-03-13)

Federal Front End Documents
Central Airfield Improvements
Palm Beach International Airport

BF - 21R of 48R

Bid Forms v. 010422
Addendum No. 3 | March 13, 2023

**** (Attachment No. 9 To The Bid Form)**

Project/Bid Name: Central Airfield Improvements

Name of Prime Bidder:

Name of DBE Firm: Chin Diesel

☒ Black ☐ Hispanic ☐ Women ☐ Other (Please Specify) _____
☐ Prime Contractor ☒ Subcontractor ☐ Manufacturer ☐ Supplier

Additional Sheets may be used as necessary.

at the following price¹ \$2,500.00

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

CHIN FUEL, INC. \$
 (Name of Subcontractor) (Amount of Subcontract)
 \$
 (Name of Subcontractor) (Amount of Subcontract)

- ☐ DBE Certified
- ☐ Non-DBE
- ☐ DBE Certified
- ☐ Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Bidder does not prevent the subcontractor from providing quotations to other bidders.

Chin Diesel
Printed Name of DSE Subcontractor
By: [Signature]
Signature

¹ Do not reduce supplier's quote on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should be reflected on Schedule 1 only. See "Note 3" on Schedule 1. Amounts for materials and supplies should be broken out in the table above.

Bid Forms v. 010422
Addendum No. 1 | March 6, 2023

BF - 20R of 46R

RANGER CONSTRUCTION INDUSTRIES, INC
1645 N. Congress Ave.
West Palm Beach, FL 33409

Vendor
10035

UNCONDITIONAL PARTIAL RELEASE OF LIEN AND WAIVER OF CLAIM

The undersigned Lienor, in consideration of the amount of \$ 2,479.63 who has under agreement with RANGER CONSTRUCTION INDUSTRIES, INC. furnished certain materials, equipment, services, and / or labor in connection with the construction to the following described property:

6TH AVE SOUTH OVER LAKE OSBOURNE DR
6Th Ave South over Lake Osbourne Dr
Owner's No. PBC# 2015508
ENGINEERING AND PUBLIC WORKS DEPT. PBC-BOCC
PALM BEACH COUNTY, FLORIDA

RCI Project NO. 3001005 which is being performed for PALM BEACH COUNTY-BOCC., pursuant to Owner's agreement with RANGER CONSTRUCTION INDUSTRIES, INC., furnish hereby represents all amounts due and owed to it by Contractor as of the thru date of 3/31/2024, arising out of or in connection with the Contractor's work on the said Project have been paid in full.

This waiver does not cover any retention, labor, services, or materials furnished after the date specified above

Exceptions as follows:

Except as specifically noted above, furnisher does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which furnisher has now or may have had against **Ranger Construction Industries, Inc. (GC)**, its **Surety**, or the Owner **Palm Beach County BOCC**, arising out of its furnishing of materials, equipment, services and/or labor to Contractor in connection with the Project through the date stated above. Furthermore, furnisher understands and acknowledges that Contractor is relying upon the representations herein made as a material inducement for Contractor to make future payments to Contractor as the same may become due.

IN WITNESS WHEREOF, on behalf of the undersigned, with full authority, I have executed this instrument under seal effective on this 11th day of June, 2024

Furnisher:

Agricultural Land Services, Inc.

(Company Name)

Rachel J. Lines

(Signature)

Rachel J. Lines

(Printed Name)

President

(Title)

STATE OF: Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ Physical Presence or ☐ Online Notarization, this 11th day of: June 2024, By, Rachel J. Lines, who is ☒ personally known to me OR who produced _____ as identification.

Mary Findeisen

(NOTARY PUBLIC)

My Commision Expires:



MARY FINDEISEN
Commission # HH 220458
Expires April 5, 2025

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that Agricultural Land Services, Inc. received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ 2,479.63 from Ranger Construction Industries, Inc.
(Prime Contractor Name)

On 06 / 10 / 2024 for my March Invoice for labor and/or materials supplied
MM DD YYYY Month

On 6th Ave South over Lake Osborne Drive - PBC / PBC# 2015508
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: 2015508

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: RANG0001

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: VC0000104657

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

By: Rachel J. Lines
(Signature of Subcontractor/subconsultant)

Rachel J. Lines/President

(Name & Title of Person executing on behalf of Subcontractor/
subconsultant)

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th
day of June, 2024 (year), by _____ (name of person
acknowledging).

Mary Findeisen
Notary Public, State of Florida



MARY FINDEISEN
Commission # HH 220458
Expires April 5, 2026

Print, Type or Stamp Commissioned Name of Notary

Personally Known ☒ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

Signatory Information

[Redacted Signature Line]



[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
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

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
DX00002232	Ranger Construction Industries, Inc.	Modified	Compliant					PB 23-3	Ranger Construction Industries, Inc.
		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 :

AMENDMENT NO. 1 TO THE CONTRACT
BETWEEN
PALM BEACH COUNTY AND
RANGER CONSTRUCTION INDUSTRIES, INC.
FOR
CENTRAL AIRFIELD IMPROVEMENTS AT PALM BEACH INTERNATIONAL
AIRPORT
PROJECT NO. PB 23-3 **R2024 1005**

This Amendment No. 1 to the Contract (this "Amendment") is made as of the 20th day of August, 2024, by and between Palm Beach County, Florida ("COUNTY") and Ranger Construction Industries, Inc., a corporation authorized to do business in the State of Florida ("CONTRACTOR"), having its office and principal place of business at 1645 North Congress Avenue, West Palm Beach Florida 33409.

WITNESSETH

WHEREAS, on May 16, 2023, the COUNTY entered into a Contract (R2023-0701) with the CONTRACTOR for the CONTRACTOR to provide construction services for the Central Airfield Improvements at Palm Beach International Airport (PBI) in accordance with the Invitation to Bid issued for Central Airfield Improvements, Palm Beach County Project PB No. 23-3 ("ITB PB 23-3"); and

WHEREAS, the CONTRACTOR submitted a bid for Additive Alternative No. 1 in response to ITB PB 23-3; and

WHEREAS, ITB PB 23-3 provided that bid alternates would be considered as on-going offers at the prices stated in the bid response to allow alternates to be awarded at a later date; and

WHEREAS, the parties desire to amend the Contract as provided for in this Amendment to add additional construction services in accordance with the Invitation for Bid issued for Central Airfield Improvements, Palm Beach County Project No. PB 23-3.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by COUNTY to the CONTRACTOR, the parties agree as follows:

1. The Contract is hereby amended to add the construction services provided for in the **Additive Alternate No. 1** in the amount of **\$20,287,673.85**, a copy of the CONTRACTOR's bid is attached hereto and incorporated herein as Exhibit A.
2. The CONTRACTOR shall complete **Additive Alternate No. 1**, as more particularly described in this Amendment and Exhibit A, within the milestones noted in the table below or Liquidated Damages for failure to complete within the contract time, or approved extension thereof, shall be assessed.

Description	Calendar Days	Liquidated Damages
Construction to substantial completion	391 Calendar Days from Construction NTP date	\$3,000 per Cal Day
Final acceptance	481 Calendar Days from Construction NTP date	\$500 per Cal Day
Phase 2-D-ALT	11	\$1,000 per Cal Day
Phase 2-E-ALT Total Duration	55	\$1,500 per Cal Day
Phase 2-E-ALT Morning Re-opening Time	Each 10-minute delay period or portion thereof (11 minutes counts as 20 minutes)	\$1,500 per 10-minute period
Phase 2-F-ALT	27	\$1,000 per Cal Day
Phase 2-G-ALT	54	\$1,000 per Cal Day
Sub-Phase 2-G.1-ALT	20	\$1,000 per Cal Day
Phase 2-H-ALT	25	\$1,000 per Cal Day
Phase 3-A-ALT	60	\$1,000 per Cal Day
Phase 3-B-ALT	30	\$1,000 per Cal Day
Sub-Phase 3-B.1-ALT	17	\$1,000 per Cal Day
Phase 3-C-ALT	32	\$1,000 per Cal Day
Phase 3-D-ALT	20	\$1,000 per Cal Day
Phase 3-E-ALT	40	\$1,000 per Cal Day
Sub-Phase 3-E.1-ALT	25	\$1,000 per Cal Day

3. The CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. The CONTRACTOR has executed Exhibit B, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated into the Contract by reference.
4. The CONTRACTOR acknowledges and agrees that Appendix 5, attached hereto and incorporated here as Exhibit C, shall apply to this Amendment and CONTRACTOR shall comply with the requirements of Appendix 5 for all work performed pursuant to this Amendment. The parties further acknowledge and agree that the provisions of Appendix 1 to the Contract shall not apply to this Amendment, but shall continue to apply to the work awarded prior to the date of this Amendment.
5. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

{Remainder of Page is Intentionally Left Blank.}

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

R2024 1005

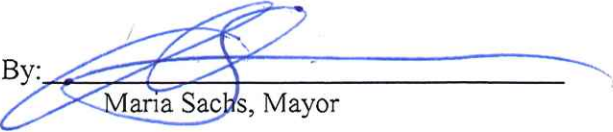
AUG 20 2024

PALM BEACH COUNTY, FLORIDA
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

ATTEST:

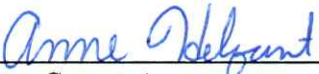
JOSEPH ABRUZZO, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

By: 
Deputy Clerk

By: 
Maria Sachs, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director of Airports


WITNESS:

FOR CONTRACTOR
SIGNATURE


Signature

CRISTINA LOLLI
Name (type or print)

CONTRACTOR:


Signature

Jamie Timming
Name (type or print)

Vice President
Title

(Corporate Seal)



Travelers Casualty and Surety Company of
America
Hartford, Connecticut 06183

To be attached to and form part of Bond # 107765048

Issued on behalf of Ranger Construction Industries, Inc. as Principal, and in favor of
Palm Beach County, Board of County Commissioners as Obligee.

It is agreed that:

1. The Surety hereby gives its consent to change the Bond Amount

from: \$20,528,447.78

to: \$40,845,574.08

2. This rider shall become effective as of: July 17, 2024

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this
Rider shall not be cumulative.

Signed, sealed and dated the 17th day of July, 2024

Ranger Construction Industries, Inc.

By: 

Travelers Casualty and Surety Company of America

By: 

William D. Phelps, Attorney-In-Fact and FL Resident Agent



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

POWER OF ATTORNEY

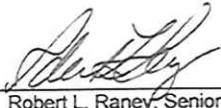
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

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

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

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

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

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, 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 **17th** day of **July**, 2024




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.

EXHIBIT A

BID ALTERNATE 1

BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Bid Number: PB 23-3 Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
1	C-100-14.1	Contractor Quality Control Program (CQCP)	LS	1	\$172,000.00	\$172,000.00
2	C-102-5.1	Temporary Pollution, Erosion and Siltation Control	LS	1	\$25,200.00	\$25,200.00
3	C-105-6.1	Mobilization (Maximum 10% of Bid Price)	LS	1	\$2,000,000.00	\$2,000,000.00
4	C-105-6.2	Runway Shoulder Emergency Temporary Restoration	ALL	1	\$50,000.00	\$50,000.00
5	C-105-6.3	Temporary Ditch Crossing	EA	-		
6	01030-8.1	Maintenance of Air Operations Area Traffic	LS	1	\$3,167,200.00	\$3,167,200.00
7	01030-9.1	Wildlife Burrow Protection	EA	10	\$1,800.00	\$18,000.00
8	01720-3.4	Project Record Documents	LS	1	\$5,910.00	\$5,910.00
9	P-101-5.1	Full Depth Asphalt Removal, including Base Material	SY	73,200	\$5.95	\$435,540.00
10	P-101-5.2	Crack Sealing	LF	-		
11	P-101-5.3	Cold Milling, Variable Depth (0 to 3 Inches)	SY	6,900	\$4.20	\$28,980.00
12	P-101-5.4	Removal of Stormwater Pipe	LF	1,400	\$54.40	\$76,160.00
13	P-101-5.5	Removal of Stormwater Structure	EA	7	\$5,620.00	\$39,340.00
14	P-151-4.1	Stripping	AC	20	\$23,400.00	\$468,000.00
15	P-152-4.1	Unclassified Excavation	CY	75,900	\$18.70	\$1,419,330.00
16	P-152-4.2	Muck Excavation	CY	-		
17	P-152-4.3	Embankment	CY	2,600	\$21.10	\$54,860.00
18	P-152-4.4	Compacted Subgrade, 12-Inch Depth	SY	60,900	\$5.05	\$307,545.00
19	P-154-5.1	Subbase Course, 4-Inch Depth	SY	22,000	\$14.80	\$325,600.00
20	P-211-5.1a	Lime Rock Base Course, 7-Inch Depth	SY	21,600	\$22.30	\$481,680.00
21	P-211-5.1b	Lime Rock Base Course, 8-Inch Depth	SY	38,300	\$22.00	\$842,600.00

Local and Federal Front End
Central Airfield Improvements
Palm Beach International Airport

BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Bid Number: PB 23-3 Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
22	P-401-8.1	Asphalt Surface Course	TON	11,300	\$270.25	\$3,053,825.00
23	P-403-8.1	Asphalt Mixture Stabilized Base Course	TON	13,500	\$205.00	\$2,767,500.00
24	P-602-5.1	Emulsified Asphalt Prime Coat	GAL	11,900	\$7.70	\$91,630.00
25	P-603-5.1	Emulsified Asphalt Tack Coat	GAL	21,500	\$5.00	\$107,500.00
26	P-620-5.2a	Waterborne Pavement Marking, White with Glass Beads	SF	1,400	\$3.85	\$5,390.00
27	P-620-5.2b	Waterborne Pavement Marking, Red with Glass Beads	SF	3,400	\$4.55	\$15,470.00
28	P-620-5.2c	Waterborne Pavement Marking, Yellow with Glass Beads	SF	34,000	\$3.95	\$134,300.00
29	P-620-5.2d	Waterborne Pavement Marking, Black without Glass Beads	SF	32,700	\$1.50	\$49,050.00
30	P-620-5.4a	Temporary Waterborne Pavement Marking, White without Glass Beads	SF	1,400	\$1.65	\$2,310.00
31	P-620-5.4b	Temporary Waterborne Pavement Marking, Yellow without Glass Beads	SF	34,000	\$1.95	\$66,300.00
32	P-620-5.5	Pavement Marking Removal, Waterborne	SF	8,300	\$6.35	\$52,705.00
33	D-701-5.1	18" Reinforced Concrete Pipe, Class V	LF	900	\$114.75	\$103,275.00
34	D-701-5.2	24" Reinforced Concrete Pipe, Class V	LF	-		
35	D-701-5.3	30" Reinforced Concrete Pipe, Class V	LF	850	\$227.00	\$192,950.00
36	D-701-5.4	36" Reinforced Concrete Pipe, Class V	LF	-		
37	D-701-5.5	42" Reinforced Concrete Pipe, Class V	LF	-		
38	D-701-5.6	48" Reinforced Concrete Pipe, Class V	LF	-		
39	D-701-5.7	54" Reinforced Concrete Pipe, Class V	LF	300	\$792.25	\$237,675.00
40	D-701-5.8	66" Reinforced Concrete Pipe, Class V	LF	-		
41	D-701-5.9	84" Reinforced Concrete Pipe, Class V	LF	-		
42	D-751-5.1	Aircraft Rated Inlet	EA	1	\$86,300.00	\$86,300.00

Local and Federal Front End
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BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Bid Number: PB 23-3

Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
43	D-751-5.2	FDOT Ditch Bottom Inlet, Type G	EA	9	\$16,100.00	\$144,900.00
44	D-751-5.3	FDOT Ditch Bottom Inlet, Type H	EA	-		
45	D-751-5.4	FDOT Manhole, Type J Bottom (Round, 6 ft Diameter)	EA	6	\$16,500.00	\$99,000.00
46	D-751-5.5	FDOT Manhole, Type J Bottom (Round, 7 ft Diameter)	EA	1	\$19,200.00	\$19,200.00
47	D-751-5.6	FDOT Manhole, Type J Bottom (Round, 8 ft Diameter)	EA	2	\$26,000.00	\$52,000.00
48	D-751-5.7	FDOT Manhole, Type J Bottom (Round, 10 ft Diameter)	EA	1	\$31,900.00	\$31,900.00
49	D-751-5.8	FDOT Manhole, Type J Bottom (7 ft x 4 ft)	EA	-		
50	D-751-5.9	FDOT Manhole, Type J Bottom (7 ft x 8 ft)	EA	-		
51	D-751-5.10	FDOT Manhole, Type J Bottom (11 ft x 5 ft)	EA	-		
52	D-751-5.11	FDOT Manhole, Type J Bottom (11 ft x 8 ft)	EA	-		
53	D-751-5.12	FDOT 24" Mitered End Section	EA	-		
54	D-751-5.13	FDOT 30" Double Mitered End Section	EA	-		
55	D-751-5.14	FDOT Concrete Jacket	EA	4	\$3,170.00	\$12,680.00
56	D-751-5.15	Survey and Video Verification of Existing Structures and Pipes	LS	1	\$17,700.00	\$17,700.00
57	T-904-5.1	Sodding	LS	1	\$447,000.00	\$447,000.00
58	L-108-5.1	Hand excavate minimum 8" Wide x 28" Deep in earth.	LF	75	\$19.30	\$1,447.50
59	L-108-5.2	Saw cut and hand excavate minimum 8" Wide x 28" Deep in existing full strength pavement.	LF	60	\$43.20	\$2,592.00
60	L-108-5.3	3/4" x 20' ground rods connected to counterpoise.	EA	53	\$278.50	\$14,760.50
61	L-108-5.4	Additional 10' ground rod sections.	EA	23	\$113.75	\$2,616.25
62	L-108-5.5	#6 bare solid AWG counterpoise conductor installed over conduit system.	LF	26,100	\$1.35	\$35,235.00
63	L-108-5.6	#8, 5KV, L-824 conductor installed in new and existing conduit/ductbank system.	LF	82,500	\$2.15	\$177,375.00

Local and Federal Front End
Central Airfield Improvements
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BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Bid Number: PB 23-3 Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
64	L-108-5.7	#6, 600V, XHHW, equipment ground conductor installed in new and existing conduit/ductbank system.	LF	1,850	\$2.25	\$4,162.50
65	L-108-5.8	FAA 48 strand fiber optic cable installed in new and existing conduit/ductbank system.	LF	16,000	\$2.95	\$47,200.00
66	L-108-5.9	#4, 5KV, L-824 conductor installed in new and existing conduit/ductbank system.	LF	-		
67	L-109-5.1	Removal of existing regulator, complete.	EA	2	\$852.50	\$1,705.00
68	L-109-5.2	Provide and install new L-828, 7.5KW ferroresonant, 208V, 3 step regulator with 120V control voltage, complete.	EA	1	\$17,600.00	\$17,600.00
69	L-109-5.3	Provide and install new L-828, 10KW ferroresonant, 208V, 3 step regulator with 120V control voltage, complete.	EA	-		
70	L-109-5.4	Modify existing electrical systems in the Airfield Electrical Vault and installation of Allowance Account ALCMS Equipment, complete.	LS	-		
71	L-109-5.5	Allowance Account: Modify existing Airfield Lighting Control and Monitoring System (ALCMS), complete.	ALL	-	\$0.00	\$0.00
72	L-110-5.1	One 2" schedule 40 PVC conduit non-encased direct buried and installed in earth/new paved shoulder, 24-inch minimum cover, complete in place.	LF	34,500	\$11.40	\$393,300.00
73	L-110-5.2	One 4" schedule 40 PVC conduit non-encased direct buried and installed in earth/new paved shoulder, 24-inch minimum cover, complete in place.	LF	150	\$68.20	\$10,230.00
74	L-110-5.3	One 2" schedule 40 PVC conduit concrete encased and installed in new full strength pavement, 24-inch minimum cover, complete in place.	LF	6,400	\$28.40	\$181,760.00
75	L-110-5.4	One 2" schedule 40 PVC conduit concrete encased and installed in existing full strength pavement, 24-inch minimum cover, complete in place.	LF	800	\$34.10	\$27,280.00
76	L-110-5.5	One 2" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements complete in place.	LF	6,800	\$9.95	\$67,660.00
77	L-110-5.6	One 4" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements complete in place.	LF	950	\$35.20	\$33,440.00
78	L-110-5.7	Intercept existing conduit system and connect to new conduit system.	EA	83	\$39.80	\$3,303.40
79	L-110-5.8	Abandon existing ductbank with flowable fill, complete.	LF	3,150	\$35.20	\$110,880.00
80	L-115-5.1	L-867 16" diameter junction can with cover installed in earth/new shoulder pavement.	EA	1	\$1,930.00	\$1,930.00
81	L-115-5.2	L-867 16" diameter bottomless 2 can junction can plaza installed in earth.	EA	2	\$8,480.00	\$16,960.00
82	L-115-5.3	L-867 16" diameter bottomless 3 can junction can plaza installed in earth.	EA	6	\$8,750.00	\$52,500.00
83	L-115-5.4	L-867 16" diameter bottomless 4 can junction can plaza installed in earth.	EA	6	\$10,800.00	\$64,800.00
84	L-115-5.5	L-867 16" diameter bottomless 6 can junction can plaza installed in earth.	EA	1	\$15,600.00	\$15,600.00

Local and Federal Front End
Central Airfield Improvements
Palm Beach International Airport

BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Date: March 2023

Bid Number: PB 23-3

BID ALTERNATE 1 CONTRACT BID

Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
85	L-115-5.6	L-867 16" diameter bottomless 8 can junction can plaza installed in earth.	EA	1	\$21,600.00	\$21,600.00
86	L-115-5.7	Provide and install 4'x4'x4" internal dimension concrete manhole and cover in earth, complete.	EA	3	\$24,000.00	\$72,000.00
87	L-115-5.8	Intercept existing light base can in earth/existing pavement and connect to conduit system.	EA	33	\$511.50	\$16,879.50
88	L-115-5.9	Removal of existing light and provide and install temporary L-867/L-868 cover on existing base can, complete.	EA	29	\$181.75	\$5,270.75
89	L-115-5.10	Removal of existing junction can/light base can in earth/existing pavement, complete.	EA	199	\$31.80	\$6,328.20
90	L-115-5.11	Removal of existing junction can/light base can in full strength pavement, complete.	EA	78	\$511.50	\$39,897.00
91	L-115-5.12	Removal of existing concrete manhole, complete.	EA	12	\$397.75	\$4,773.00
92	L-115-5.13	Removal of existing 3 can junction can plaza, complete.	EA	2	\$136.50	\$273.00
93	L-115-5.14	Removal of existing 4 can junction can plaza, complete.	EA	2	\$136.50	\$273.00
94	L-115-5.15	Removal of existing 6 can junction can plaza, complete.	EA	2	\$199.00	\$398.00
95	L-115-5.16	Removal of existing 8 can junction can plaza, complete.	EA	1	\$284.25	\$284.25
96	L-115-5.17	Abandon existing base can and provide and install new L-867 cover, complete.	EA	-		
97	L-115-5.18	Relocate existing concrete 4'x4'x4" internal dimension manhole, complete	EA	2	\$17,000.00	\$34,000.00
98	L-115-5.19	Intercept and core drill existing manhole in earth and connect to conduit system.	EA	14	\$397.75	\$5,568.50
99	L-125-5.1	New L-861T(L), LED taxiway elevated edge light and new base can installed in new shoulder pavement.	EA	164	\$2,270.00	\$372,280.00
100	L-125-5.2	New L-861T(L), LED taxiway elevated edge light and new base can installed in existing pavement.	EA	2	\$2,270.00	\$4,540.00
101	L-125-5.3	New L-861T(L), LED taxiway elevated edge light installed on existing base can.	EA	15	\$1,250.00	\$18,750.00
102	L-125-5.4	New L-852T(L), LED, flush mounted taxiway edge light installed on existing base can.	EA	-		
103	L-125-5.5	New L-852Q(L), LED, flush mounted runway guard light with control sequencing module and a new base can installed in new full strength pavement.	EA	32	\$3,750.00	\$120,000.00
104	L-125-5.6	New L-852Q(L), LED, flush mounted runway guard light with control sequencing module and a new base can installed in existing full strength pavement.	EA	5	\$3,980.00	\$19,900.00
105	L-125-5.7	New L-861(L), LED, runway MIRL elevated edge light and new base can installed in new shoulder pavement.	EA	5	\$2,130.00	\$10,650.00

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Palm Beach International Airport

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BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

Bid Number: PB 23-3 Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
106	L-125-5.8	New L-861(L), LED runway MRL elevated edge light and new base can installed in existing pavement.	EA	14	\$2,190.00	\$30,660.00
107	L-125-5.9	New elevated displaced threshold light bar installed in existing pavement and new maintenance pad.	EA	-		
108	L-125-5.10	New L-861E(L), LED, runway MRL elevated threshold light installed on existing base can complete.	EA	-		
109	L-125-5.11	New L-861(L), LED, runway MRL elevated edge light installed on existing base can complete.	EA	1	\$1,590.00	\$1,590.00
110	L-125-5.12	New L-852D(L), LED, style 3, bi-directional flush mounted runway edge light and a new base can installed in existing full strength pavement.	EA	-		
111	L-125-5.13	New L-852D(L), LED, style 3, bi-directional flush mounted runway edge light and a new base can installed in new full strength pavement.	EA	2	\$4,430.00	\$8,860.00
112	L-125-5.14	New L-852D(L), LED, style 3, bi-directional flush mounted runway edge light installed on existing base can.	EA	2	\$2,840.00	\$5,680.00
113	L-125-5.15	Reinstall existing L-862(L), LED, runway HIRL elevated edge light on existing base can.	EA	1	\$1,650.00	\$1,650.00
114	L-125-5.16	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordingly.	EA	81	\$352.25	\$28,532.25
115	L-125-5.17	New L-849(L), LED REIL System (current driven) mounted on new concrete foundations.	EA	-		
116	L-125-5.18	Demolition of existing L-849V, REIL System (voltage driven) and concrete foundations, complete.	LS	-		
117	L-125-5.19	Identification of cables, ductbanks and lighting fixtures per FAA specifications.	LS	1	\$38,400.00	\$38,400.00
118	L-125-5.20	Repanel existing L-858 size 2, 2 module guidance sign with allowance account sign legend panels.	EA	1	\$568.25	\$568.25
119	L-125-5.21	Repanel existing L-858 size 2, 3 module guidance sign with allowance account sign legend panels.	EA	8	\$568.25	\$4,546.00
120	L-125-5.22	Repanel existing L-858 size 2, 4 module guidance sign with allowance account sign legend panels.	EA	4	\$568.25	\$2,273.00
121	L-125-5.23	Removal of existing guidance sign and concrete base in earth/existing pavement, complete.	EA	40	\$68.20	\$2,728.00
122	L-125-5.24	New L-858(L), size 2, 1-2 characters LED guidance sign and concrete base installed in earth/new pavement.	EA	7	\$7,730.00	\$54,110.00
123	L-125-5.25	New L-858(L), size 2, 3-4 characters LED guidance sign and concrete base installed in earth/new pavement.	EA	14	\$9,550.00	\$133,700.00
124	L-125-5.26	New L-858(L), size 2, 5-6 characters LED guidance sign and concrete base installed in earth/new pavement.	EA	6	\$11,300.00	\$67,800.00
125	L-125-5.27	New L-858(L), size 2, 7-8 characters LED guidance sign and concrete base installed in earth/new pavement.	EA	6	\$12,600.00	\$75,600.00
126	L-125-5.28	New L-858(L), size 2, 3-4 characters LED guidance sign and concrete base installed in existing pavement.	EA	1	\$10,200.00	\$10,200.00

Local and Federal Front End
Central Airfield Improvements
Palm Beach International Airport

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BID PRICE FORM
ATTACHMENT NO. 1 TO THE BID FORM

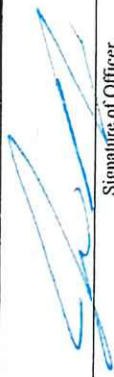
Bid Number: PB 23-3

Date: March 2023

BID ALTERNATE 1 CONTRACT BID						
Bid Item	Specification No.	Description	Unit	Quantity	Unit Price (Dollars-Cents)	Total Amount (Dollars-Cents)
127	L-125-5.29	New L-858(L), size 4, LED RDR sign and concrete base installed in earth/new pavement.	EA	-		
128	L-125-5.30	Relocate L-858(L), size 2/4, 1 module guidance sign and new concrete base installed in earth.	EA	2	\$10,600.00	\$21,200.00
129	L-125-5.31	Provide new transformer and connector kits in existing sign, complete.	EA	9	\$341.00	\$3,069.00
130	L-125-5.32	Allowance Account: New ADB sign panels.	ALL	1	\$50,000.00	\$50,000.00
TOTAL BID AMOUNT, BID ALTERNATE 1 CONTRACT BID =					\$	\$20,287,673.85

TOTAL BID AMOUNT, BASE BID + BID ALTERNATE 1 CONTRACT BID =	\$	\$40,174,134.50
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Ranger Construction Industries, Inc.
Name of Bidder/Contractor


Signature of Officer

Provide, in the appropriate spaces of the Bid Price Form, the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

The Bid includes the work as described in the plan sheets and specifications for the Project project, and shall include all costs to complete the project in accordance with the contract documents.

This is a UNIT PRICE Contract

EXHIBIT B

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ranger Construction Industries
(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 or representative)


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

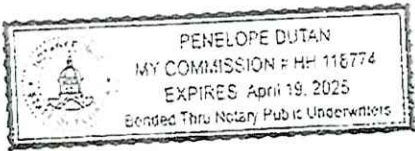
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
17th day of June, 2024, by Jamie Timming, Vice President

Personally known ☒ OR produced identification ☐.

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT C

APPENDIX 5 – Applicable to Alternate 1 FAA/USDOT CONTRACT CLAUSES

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

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The Contractor acknowledges and agrees that the provisions of this Appendix A shall apply to any Task Orders/Work Orders/Amendments or projects awarded under this Contract when FAA/USDOT funds are used, in whole or in part, to fund or reimburse projects under this Contract. Contractor shall comply with all applicable federal grant assurance requirements in the performance of its obligations under this Contract, including, but not limited to, the requirements listed below. In the event of a conflict between this Appendix A and the requirements of a specific funding agreement, which are expressly applicable to Owner’s contractors and subcontractors, the terms of the funding agreement shall control. Furthermore, Contractor acknowledges and agrees that the Owner may amend or update this Appendix A as it deems necessary or appropriate to ensure compliance with applicable funding requirements.

Applicability Matrix for Contract Provisions

[Table 1](#) summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the sponsor may incorporate references in the solicitation in lieu of including the entire text. **Meaning of cell values**

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD - Provision the sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Affirmative Action Requirement	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
Breach of Contract	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
Buy American Preferences	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) Buy American Statement	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) Construction	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) Equipment/Building Projects	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
Civil Rights – General	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
Civil Rights - Title VI Assurances	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) Notice - Solicitation	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) Clause - Contracts	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) Clause – Transfer of U.S. Property	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) Clause – Transfer of Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) Clause - Construct/Use/Access to Real Property	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) List – Pertinent Authorities	\$0	NIS	REQD	REQD	REQD	REQD	REQD
Clean Air/Water Pollution Control	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
Contract Work Hours and Safety Standards	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
Copeland Anti-Kickback	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
Davis Bacon Requirements	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
Debarment and Suspension	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
Disadvantaged Business Enterprise	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
Distracted Driving	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Domestic Preferences for Procurements	\$0	NIS	REQD	REQD	REQD	REQD	Info
Equal Employment Opportunity	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) EEO Contract Clause	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) EEO Specification	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
Federal Fair Labor Standards Act	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
Foreign Trade Restriction	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
Lobbying Federal Employees	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
Occupational Safety and Health Act	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	\$0	NIS	REQD	REQD	REQD	REQD	Info
Prohibition of Segregated Facilities	\$0	NIS	Limited	REQD	Limited	Limited	n/a
Recovered Materials	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
Right to Inventions	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
Termination of Contract	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
Veteran's Preference	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

APPENDIX A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334
2 CFR § 200.337
FAA ORDER 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR part 60-4
Executive Order 11246

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to
ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

- 1. The Offeror’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	22.4%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **West Palm Beach, Palm Beach County, Florida**

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR § 200 Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

A4.1.1 Certificate of Buy American Compliance – Total Facility

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
 - To faithfully comply with providing U.S. domestic products.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under

49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____	_____
Date	Signature
_____	_____
Company Name	Title

**A4.1.2 Certificate of Buy American Compliance –
Manufactured Product**

Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

_____	_____
Date	Signature
_____	_____
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 SOLICITATION CLAUSE

A6.2.1 Title VI Solicitation Notice

Title VI Solicitation Notice: The following shall be inserted into all solicitations

The Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A6.4.2 Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements:

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 SOURCE

2 CFR § 200, Appendix II(D)

29 CFR Parts 3 and 5

Federal Front End Documents

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Department of Airports

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COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the

time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated

in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included

on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to

the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program

for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

- 2 CFR Part 180 (Subpart B)
- 2 CFR Part 200, Appendix II(H)
- 2 CFR Part 1200
- DOT Order 4200.5
- Executive Orders 12549 and 12689

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.1.1 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: <http://www.sam.gov>.
- 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR Part 26

Solicitation Language (Race/Gender Neutral Means)

The Contractor shall include the following statement in all solicitations:

The requirements of 49 CFR part 26 apply to this Contract. It is the policy of Palm Beach County to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. Palm Beach County encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

DBE Program

DISADVANTAGED BUSINESS ENTERPRISES

- A. General. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- 1) Withholding monthly progress payments;
 - 2) Assessing sanctions;
 - 3) Liquidated damages; and/or
 - 4) Disqualifying the Contractor from future bidding as non-responsible.

The Contractor shall include the aforementioned provision in each subcontract that the Contractor signs under this Contract and shall require subcontractors to include this provision in their subcontracts

- B. Disadvantaged Business Enterprise Participation Goal.

1. DBE Requirements. It is the policy of the Owner that Disadvantaged Business Enterprises (DBE) shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to this Contract. The DBE participation goals for under this Contract for Task Orders/Work Orders/Amendments or projects funded in whole or in part with FAA/USDOT funds is a minimum of **22%**. The Contractor shall be required to achieve the DBE goal or demonstrate good faith efforts to achieve the DBE goal. The Contractor shall be required to submit the following DBE Schedules with the GMP Response:
 - (a) Schedule 1 - List of Proposed DBE Firms. Schedule 1 shall contain the required information for all DBE firms participating in the Contract (including DBE firms acting as the prime contractor, subcontractors, manufacturers and suppliers).
 - (b) Schedule 2 - Letter of Intent to Perform as a Disadvantaged Business Enterprise. A Schedule 2 must be submitted for each DBE firm listed on Schedule 1. Schedule 2 must be completely filled out and signed by the proposed DBE firm. The amounts listed on Schedule 1 for each DBE firm must be supported by the price included on Schedule 2 in order to be counted toward attainment of the DBE goal.
 - (c) Schedule 3 - Demonstration of Good Faith Efforts to Achieve DBE Goal. The Contractor shall indicate how it intends to satisfy the requirements of the RFQ related to DBE participation on Schedule 3. If the DBE goal is not achieved, the Contractor shall submit written evidence of good faith efforts (as provided in Schedule 3) by showing that it took all necessary and reasonable steps to achieve the DBE goal even if the Contractor was not fully successful. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26.
 - (d) Schedule 6 - Bidders and Subcontractor's Information. Schedule 6 must include the required information for the prime contractor and all subcontractors.
 2. Rejection of BID. The Contractor acknowledges and agrees that the BID may be rejected by the Owner based upon the Contractor's failure to submit the required DBE Schedules or to demonstrate good faith efforts to achieve the DBE goal if the Contractor is unable to achieve the DBE goal. Copies of the DBE Schedules required to be submitted with the GMP are available upon request from the Owner.
 3. Verification of Certification. Only those firms certified as DBEs by the Unified Certification Program for the State of Florida shall be counted toward the established DBE goal. It is the responsibility of the Contractor to confirm the certification of any proposed DBE.
- E. Reporting/Inspection Requirements
- (1) The Contractor shall be required to submit regular progress reports, in a form and substance as required by the Owner, related to the DBE goal and other affirmative action efforts. Progress reports shall be completed and submitted with each payment request or

application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted, as required.

- (2) Within ten (10) days of the Owner's request, the Contractor shall provide any additional information requested by the Owner to substantiate DBE participation, including, but not limited to, complete copies of the written subcontract or agreement between the Contractor and any subcontractor or supplier, including DBE and non-DBE firms, for the work relative to this Contract. Contractor shall provide complete copies of all DBE subcontracts to the Owner with the first payment request or application for payment and a complete list of the names of all non-DBE subcontractors and the dollar amount of each non-DBE subcontract.
- (3) It shall be the responsibility of the Contractor to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The Contractor shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify the Owner in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
- (4) The Contractor shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to the Owner and/or the USDOT, the FAA or any of their respective agencies, for inspection upon request. The Contractor shall also require its DBE subcontractors and suppliers maintain their records and documents of payments from the Contractor for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to the Owner and/or the USDOT, the FAA or any of their respective agencies, for inspection upon request.
- (5) Failure of the Contractor to comply with the DBE requirements of this Appendix shall be considered a material default of this Contract, entitling the Owner to exercise all available remedies under this Contract or the law, including, but not limited to, termination of this Contract.

F. DBE Substitution/Termination.

- (1) The Contractor shall not be permitted to terminate a DBE subcontractor listed in Schedule 1, List of Proposed DBE Firms, without the Department's prior written consent, and unless the Department's consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed by the DBE subcontractor originally designated to perform such work or supply such material. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm or with another DBE firm. The Contractor may only replace a DBE subcontractor for good cause as set forth in 49 CFR §26.53, as now or hereafter amended, and shall not be permitted to terminate a DBE subcontractor for convenience.

- (2) Before transmitting a request to terminate and/or substitute a DBE subcontractor, the Contractor will be required to give notice in writing to the DBE subcontractor, with a copy to the Department, of its intent to request approval to terminate and/or substitute the DBE subcontractor, and the reason for the request. The Contractor must give the DBE subcontractor five (5) days to: (i) respond to the notice; and (ii) advise the Owner and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Contractor's action.

Prompt Payment (§26.29) – The Contractor and its subcontractors shall comply with General Provision 90-06 regarding prompt payment of their respective subcontractors and suppliers.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORK PLACE – N/A FOR CONSTRUCTION CONTRACTS

A16 EQUAL EMPLOYEMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.1.1 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these

specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR part 200, Appendix II(J)
49 CFR part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION of SEGREGATED FACILITIES

A19.1 SOURCE

2 CFR Part 200, Appendix II (C)

41 CFR § 60

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.322

2 CFR § Part 200, Appendix II(J)

40 CFR part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR § 200, Appendix II(F)

37 CFR §401

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR part 41

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 - Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.
- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner’s termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner’s termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN’S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

VETERAN’S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Superseded General Decision Number: FL20230182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.69 **	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....	\$ 15.09 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81 **	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.58 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42 **	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99 **	0.00
LABORER: Common or General.....	\$ 10.66 **	0.00
LABORER: Flagger.....	\$ 12.53 **	0.00
LABORER: Grade Checker.....	\$ 12.41 **	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91 **	3.50
LABORER: Pipelayer.....	\$ 14.82 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70 **	0.00
OPERATOR: Bulldozer.....	\$ 16.00 **	0.00

OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Concrete Saw.....	\$ 16.22 **	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76 **	0.00
OPERATOR: Drill.....	\$ 14.78 **	0.00
OPERATOR: Forklift.....	\$ 16.32 **	0.00
OPERATOR: Gradall.....	\$ 15.75 **	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87 **	0.00
OPERATOR: Loader.....	\$ 14.19 **	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60 **	0.00
OPERATOR: Oiler.....	\$ 16.32 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73 **	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45 **	0.00
OPERATOR: Roller.....	\$ 13.03 **	0.00
OPERATOR: Scraper.....	\$ 12.01 **	0.00
OPERATOR: Screed.....	\$ 15.51 **	0.00
OPERATOR: Tractor.....	\$ 10.79 **	0.00
OPERATOR: Trencher.....	\$ 14.74 **	0.00
PAINTER: Spray.....	\$ 16.52 **	0.00
SIGN ERECTOR.....	\$ 14.02 **	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96 **	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98 **	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21 **	0.00

TRUCK DRIVER: Water Truck.....\$ 13.25 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Contract Date : 5/16/2023
CONTRACT HISTORY

		ORIGINAL		CURRENT																	
Contract Date:		5/16/2023																			
RESOLUTION NO		R2023-0701																			
DATE:		5/18/2023																			
NTP																					
CONTRACT TIME (SUBSTANTIAL) =		426		982																	
SUBSTANTIAL COMPLETION DATE		7/16/2024		1/23/2026																	
FINAL COMPLETION DATE		10/14/2024		4/23/2026																	
CONTRACT AMOUNT =		\$20,228,016.90		\$40,845,574.08																	
LIQUIDATED DAMAGES																					
Procurement		\$500																			
Substantial		\$1,000																			
Final		\$500																			
CHANGE ORDER No.	DATE	DESCRIPTION	CHANGE ORDER TIME	VALUE OF TIME EXTENSION	CHANGE ORDER AMOUNT	*TOTAL VALUE OF CHANGE ORDER ADJUSTED FOR TIME	LEAD DEPT APPROVAL	CRC APPROVAL	CUMULATIVE APPROVAL (LEAD PLUS CRC)	BCC APPROVAL	(LEAD/CRC) PERCENT CHANGE	NEW CONTRACT AMOUNT	STATUS								
1	8/16/2023	Office Trailer Credit & Procurement Phase Time Extension	14	\$7,000	(\$76,093.16)	\$83,093.16		(\$76,093.16)	(\$76,093.16)		-0.38%	\$20,151,923.74	Approved on 8/30/2023								
2	11/6/2023	Time Extension to Phase 2-A, Pipe Size Adjustment Credit, Additional RWY 14-32 Grading Improvements	61	\$61,000	\$376,524.04	\$437,524.04				\$376,524.04		\$20,528,447.78	Mar 5 2024 BCC R2024-2035								
3	1/23/2024	Directional Bore for FPL Line RWY 14 End	0	\$0	\$29,452.50	\$29,452.50	\$29,452.50				0.15%	\$20,557,900.28	Approved on 2/20/23								
Amendment No 1		Amendment to include additive bid Alternate No 1	481		\$20,287,673.80					\$20,287,673.80			8/20 BCC after BIL Grant is received								
											0.00%	\$0.00									