

Agenda Item: **5A3**
GW/SB 6-0
MCB abs

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

R-2024-0720

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Meeting Date: June 11, 2024	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

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

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

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

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and DBE Recommendation
- 3. Budget Transfer

=====

Recommended By:  **5/14/24**
Department Director Date

Approved By:  **5/28/24**
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	\$1,570,000				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,570,000				

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in the Current Budget? Yes No X

Does this item include the use of federal funds	Yes	No	X
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Does this item include the use of state funds? Yes X No

Budget Account No: Fund 4111 Department 121 Unit A449 Object 6505

Fund 4111 Department 121 Unit A344 Object 6504

Reporting Category

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

A portion of the funds is currently in the Budget, but in order to fully fund the Contract, a Budget Transfer in the Airport's Improvement and Development Fund in the amount of \$130,000 is needed; including a transfer from the Reserves in the amount of \$130,000 to include a budget for unforeseen conditions. Unit breakout is as follows:

A449 = \$370,000; A344 = \$1,200,000; Total = \$1,570,000.

Grant reimbursement will be determined as invoices are received.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ASDME 5/17/24
VX 5/16 OFMB JIA 5/15

Brinda Dymally 5/23/24
Contract Dev. and Control
M6 5/23/24

B. Legal Sufficiency:

Anne Delgado 5-28-24
Assistant County Attorney

C. Other Department Review:

Department Director

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Advantage Document Numbers

BGRV:

BGEX: 121-041724*1229

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 4/17/24	REMAINING BALANCE
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REVENUES/EXPENDITURES

121-A449-6505	Design/Eng/Mgmt - CIP Adm	240,000	240,000	130,000	0	370,000	0	370,000
121-A900-9909	Reserves Improvement Program	17,216,760	19,750,162	0	130,000	19,620,162	0	19,620,162

Total Receipts and Balances

217,226,377	233,362,680	130,000	130,000	233,362,680
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Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures & Dates

Kenneth Clark 4/17/24

KDMA 5/17/24

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH AGRUZZO, Clerk of the Circuit Court,

Comptroller certify this to be a true and correct copy
of the original filed in my
on JUN 11 2024

dated at West Palm Beach, Florida, on JUN 11 2024
By: *Dorey Powell*
Deputy Clerk

By Board of County Commissioners
At Meeting of
Tuesday, June 11, 2024

Deputy Clerk to the
Dorey Powell
Board of County Commissioners

R2024 0720

CONTRACT

JUN 11 2024

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

WITNESSETH:

That the said Contractor having been awarded the contract for:

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

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

- Invitation to Bid and Instructions to Bidders dated January 2024.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated January 2024.
- General Provisions, dated January 2024.
- Special Provisions, dated January 2024.
- Addendum No. 1, dated February 14, 2024.
- Drawings, dated January 29 2024.
- Completed Bid and Attachments, dated February 27, 2024.

and to accept as full compensation for the satisfactory performance of this Contract the sum of One Million, Four Hundred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492,339.70) for West Apron Pavement Reconstruction at Palm Beach County Park (Lantana) Airport.

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

Contract Documents v 010422
January 2024

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

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

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

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

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

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

R2024 0720 JUN 11 2024

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

ATTEST:

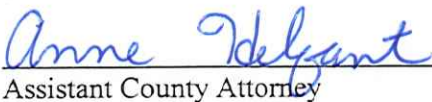
JOSEPH ABRUZZO, Clerk of the
Circuit Court & Comptroller

By:


Deputy Clerk

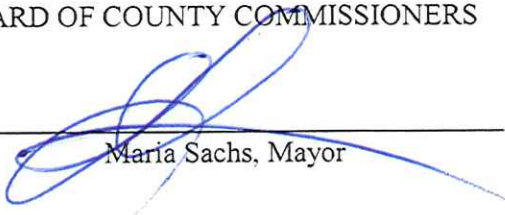


APPROVED AS TO FORM AND LEGAL
SUFFICIENCY


Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS

By:


Maria Sachs, Mayor

APPROVED AS TO TERMS AND
CONDITIONS


Director, Department of Airports

"CONTRACTOR"

By Ranger Construction Industries, Inc.
(Corporate Name)

a Florida corporation
(insert state of corporation)

By:


(signatory)

Jamie Timming

(print signatory's name)

Its

Vice President

(print title)

(Corporate Seal)


(witness signature)

Cristina Lolli

(witness name printed)


(witness signature)

Taylor Lombardo

(witness name printed)

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CONTRACT PERFORMANCE BOND

BOND NUMBER: 108018438

BOND AMOUNT: \$1,492,339.70

CONTRACT AMOUNT: \$1,492,339.70

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 1645 N. Congress Ave.
West Palm Beach, FL 33409

CONTRACTOR'S PHONE: 561-793-9400

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square
Hartford, CT 06183
800-842-8496

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7462

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

PROJECT LOCATION: Palm Beach County Park (Lantana) Airport
2501 Lantana Road
West Palm Beach, FL 33411
Palm Beach County, Florida

LEGAL DESCRIPTION: PCN 00-43-44-31-00-0001-010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million, Four Hundred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492,339.70) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

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

Project Name: **West Apron Pavement Reconstruction**

Project No.: **LN 24-08**

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

Project Location: Palm Beach County Park (Lantana) Airport

in accordance with Design Criteria prepared by

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County _____ for the construction of West Apron Pavement Reconstruction, Contract No. LN 24-08 the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.


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

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

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

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

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



Witness for the Principal

PRINCIPAL:
Ranger Construction Industries, Inc.
By: (Print) _____


Signature

Jamie Timming, Vice President

Title

(SEAL)

Address:
1645 N. Congress Ave.
West Palm Beach, FL 33409



Witness for the Surety

SURETY
Travelers Casualty and Surety Company of America
By: (Print) _____

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

Title

Seal

Address
One Tower Square
Hartford, CT 06183



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 _____ day of _____,




Kevin E. Hughes, Assistant Secretary

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

CONTRACT PAYMENT BOND

BOND NUMBER: 108018438

BOND AMOUNT: \$1,492,339.70

CONTRACT AMOUNT: \$1,492,339.70

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 1645 N. Congress Ave
West Palm Beach, FL 33409

CONTRACTOR'S PHONE: 561-793-9400

SURETY COMPANY: Travlers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square
Hartford, CT 06183
800-842-8496

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

OWNER'S PHONE: (561) 471-7462

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

PROJECT LOCATION: Palm Beach County Park (Lantana) Airport
2501 Lantana Road
West Palm Beach, FL 33411
Palm Beach County, Florida

LEGAL DESCRIPTION: PCN 00-43-44-31-00-0001-010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of One Million, Four Hundred Ninety Two Thousand, Three hundred Thirty Nine and 70/100 Dollars (\$1,492,339.70)

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

WHEREAS,

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

Project Name: **West Apron Pavement Reconstruction**

Project No.: **LN 24-08**

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

Project Location: Palm Beach County Park (Lantana) Airport

in accordance with Design Criteria prepared by

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

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


THE CONDITION OF THIS BOND is that if Principal:


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

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

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall accordingly increase the Surety's obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to Surety of all such changes.

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


Witness for the Principal

PRINCIPAL:
Ranger Construction Industries, Inc.
By: (Print) _____

Signature

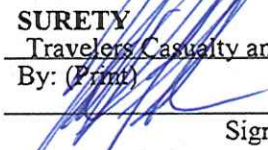
Jamie Timming, Vice President
Title

(SEAL)

Address:
1645 N. Congress Ave.

West Palm Beach, FL 33409


Witness for the Surety

SURETY
Travelers Casualty and Surety Company of America
By: (Print) _____

Signature

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

Seal

Address
One Tower Square

Hartford, CT 06183



**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.

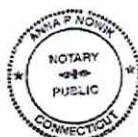
By: _____

Robert L. Raney
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
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this _____ day of _____,



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

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

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: LN 24-08

DATE: 4/9/2024

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of Ranger Construction Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 13th day of July, 2023 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Jamie Timming the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

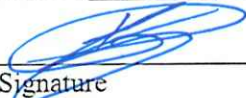
2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.
3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

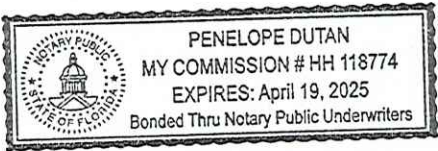
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 9th day of April, 20 24.


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

(CORPORATE SEAL)

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [☒] physical presence or [☐] online notarization, this 9th day of April, 20 24 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did (did not) take an oath.


Notary Signature



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

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

Contract Documents v 010422
January 2024

FORM OF GUARANTEE

GUARANTEE FOR Ranger Construction Industries, Inc.

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

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

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

By: 
(Contractor Signature)

Jamie Timming, Vice President
(Print Name and Title)

SURETY

Travelers Casualty and Surety Company of Americ
(Surety Name) (Seal)

By: 
(Surety Signature)

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

*Guarantee Must Contain Original Signatures
No Copies will be accepted.*



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, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

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

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

Dated this _____ day of _____,




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.

Approved by OMB
0348-0046

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: Congressional District, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: Congressional District, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="border: 1px solid black; padding: 5px; text-align: center;">NO LOBBYING ACTIVITIES</div>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <div style="border: 1px solid black; padding: 5px; text-align: center;">NO INDIVIDUALS PERFORMING SERVICES</div>	
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Douglas Browning</u> Title: <u>Secretary / Treasurer</u> Telephone No.: <u>(561) 793 9400</u> Date: <u>4/9/2024</u>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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