PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 4, 2025	[X]	Consent	[] Regular
Submitted By:	Department of Airports	[]	Workshop	[] Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Change Order No. 6 (Change Order) to the Contract (R2023-0701) with Ranger Construction Industries, Inc. (Ranger), to the Central Airfield Improvements Project (Project) at the Palm Beach International Airport (PBI), in the amount of \$535,568.50, extending the project duration by 19 calendar days; and
- (B) a Budget Transfer of \$535,569 in the Airport's Improvement and Development Fund to provide budget for Change Order No. 6.

Summary: The Project was approved by the Board of County Commissioners (BCC) on May 16, 2023 (R2023-0701) in the amount of \$20,228,016.90 with a project duration of 516 calendar days. Change Order No. 1 through Change Order No. 5 increased the contract amount by \$425,759.51, extended the project duration by 77 calendar days, and provided for various changes including, but not limited to, additional grading improvements on the runway, directional boring for power lines, additional surveying of pipes, and structural modifications to inlets. Amendment No. 1 (R2024-1005) increased the contract amount by \$20,287,673.85, extended the project duration by 481 days, and provided for the award of Bid Alternate No. 1 to complete of the rehabilitation of Runway 14-32 shoulder pavement and taxiway reconstruction. Change Order No. 6 increases the contract amount by \$535,568.50 for a total contract amount of \$41,477,018.76 and extends the project duration by 19 calendar days for a total project duration of 1,093 calendar days. Due to unforeseen conditions and pavement marking discrepancies identified in a recent inspection, Change Order No. 6 provides for additional pipe demolition, pavement marking corrections, drainage inlet investigation and repairs, and additional asphalt materials. A Disadvantage Business Enterprise (DBE) goal of 22% was established for the Project. The DBE participation for Change Order No. 6 is 13.1%. The cumulative DBE participation, including Change Order No. 6, is 23%. Countywide (AH)

Background and Justification: This Project provides for rehabilitation of runway and taxiway pavement at PBI in the Florida Department of Transportation (FDOT) Statewide Pavement Maintenance Program in 2020. Change Order No. 6 provides for various repairs needed to complete the Project and to address pavement-marking discrepancies and asphalt material adjustments.

Attachments:

- 1. Change Order No. 6 to Contract with Ranger 3 originals w/Contract History
- 2. DBE Schedules
- 3. Budget Transfer

Recommended By: <u>ల</u> ుగ	Laura Bube Department Director	1/2/25 Date
Approved By:	C. age all	1/13/25
, (ppieted D):	Assistant County Administrator	Date



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u></u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	\$535,569		·			
Operating Costs						
External Revenues (Grants)						
Program Income (County)						
In-Kind Match (County)						
NET FISCAL IMPACT	\$535,569					
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in	the Current Bud		Yes		 No	
Does this item incl funds?	ude the use of f	ederal	Yes	x	No	
Does this item incl	ude the use of s	tate funds	Yes _		No	X
Budget Account No: Fund 41	11 Departmen	t <u>121</u> Unit <u>/</u>	4456-503/A	496-519	Object	6504
Reporting Catego	ry	-				
B. Recommended Sources	of Funds/Summa	ary of Fiscal	Impact:			

Approval of this item provides funding for Change Order No. 6 in the amount of \$535,569. Grant and Passenger Facility Charge reimbursements will be determined as invoices are received.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

1/25 Contract Dev./and Control 2671-7-25

B. Legal Sufficiency:

1-7-25 Assistant County Attorney

C. Other Department Review:

Department Director

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Attachment No.1

<u>Change Order No. 6 to Contract with Ranger – 3</u> <u>Originals w/Contract History</u>

CHANGE ORDER		
	Owner Initiate Differing Site Conditions Zoning/Code/Ordinance Changes Errors/Omissions/In Design	Quantity Overruns/Underruns Request By Another Agency/Outside Party A. Reimbursable B. Non-Reimbursable Other
PROJECT:	PBIA Central Airfield Improvements Palm Beach County International Airport	CHANGE ORDER NO: Six (6) COUNTY/FAA PROJECT NO: PB 23-3 CONTRACT DATE: May 16, 2023 RESOLUTION NO. R-2023-0701 DISTRICT # Countywide
TO:	Ranger Construction Industries, Inc. 1645 N. Congress Ave. West Palm Beach, FL 33409	-

Description of Change:

This Change Order includes compensation for five (5) Contractor Change Proposals (CCP) as submitted by Ranger Construction Industries, Inc. (RCI). These modifications are referenced in the attached Exhibit 1 Summary by CCP number along with a description of the CCP, individual cost, category of change, and a brief explanation. This change order will extend the project time a total of nineteen (19) days.

Total increase to the Contract......\$535,568.50

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE STATED MODIFICATION(S), INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

The Original Contract Sum was	\$20,228,016,90
Net change by previous Change Orders and Amendments	
The Contract Sum prior to this Change Order	
The Contract Sum will be increased by this Change Order	
The new Contract Sum including Change Order will be	
The Time to complete this Work will be increased by	
The Date of Substantial Completion of this Change Order therefore is	February 13, 2026
The Date of Final Completion of this Change Order therefore is	May 14, 2026

HDR	Ranger Construction Industries, Inc.	PBC Bd Of County Commissioners			
Engineer	Contractor	Owners			
1475 Centrepark Blvd., Suite 230	1645 N. Congress Ave.	PO Box 21229			
West Palm Beach, FL 33401	West Palm Beach, FL 33409	West Palm Beach, FL 33416-1229			
Name and Title: William Bowdoin, Project Manager	Name and Title: Vice President	Name and Title:			
Signature William A. Bowdoin 2024.12.20 13:23:35-05'00'	Signature Jamie R Timming	Signature			
Date: 12/20/24	Date:	Date:			

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

Attest: Joseph Abruzzo Clerk of the Circuit Court & Comptroller Approved as To Terms and Conditions

ector of Airports

Approved as to Form and Legal Sufficiency

Ø County Attorney

Ву:__

Deputy Clerk

PROJECT INFORMATION AIRPORT: PALM BEACH INTERNATIONAL AIRPORT PROJECT: PB 23-3 Central Airfield Improvements Ranger Construction Industries, Inc.

CONTRACTOR:	
CONTRACT:	

RACTO RACT:		Ranger Construction Industries, Inc. RESOLUTION NO: R-2023-0701						
			EX	HIBIT 1 CH/	NGE ORDER NO	6: SUMMARY		
ID	Ref Doc	DESCRIPTION	1	COST				
M #	Rerucc		UNIT	QTY	UNIT COST	AMOUNT		
no Pav	Items							

			EXHIBIT 1 CHANGE ORDER NO 6: SUMMARY						
BID ITEM #	Ref Doc	DESCRIPTION		QTY	COST UNIT COST	AMOUNT	DAYS	CODE	SUMMARY EXPLANATION
Existing Pay I	Items				BAT COST	ANOONI		I	
P-403-8.1	NO! No. 1	Bid Ait No. 1 - Asphait Mixture Stabilized Base Course	TN	(5,700)	\$205.00	(\$1,168,500.00)	O	Contract Adjustment	This pay item was established to compensate the contractor for all IP-403' specification mix asphalt base and surface courses placed in bid alt 1. During construction, contractor requested a new pay item to distinguish IP-403' <u>surface</u> course asphalt from IP-403' <u>surface</u> asphalt. Surface and base course are the same material, but surface course is constructed in a more stringently controlled process. The reduction in this item's quantity is due to the re- allocation of IP-403' <u>surface</u> course to a new pay item, C0 6.1.
	· · · · · · · · · · · · · · · · · · ·		5	Subtotal Exist	ting Items	(\$1,168,500.00)	0		
New Pay Item	ns				-				
CO 6.1	NOI No. 1	Bid Alt No. 1 - P-403-8.2 Asphalt surface course	N	5,700	\$ 262.11	\$ 1,494,027.00	0	Omissien	The existing contract documents for bid alt 1 provide payment for all 'P-403' specification mix asphalt base and surface course placed under one pay item, P-403-8.1. During construction, contractor requested this new pay item for 'P- 403' <u>surface</u> course only. <u>Surface</u> course is the same material, but is a more stringently controlled process. This change order will compensate the contractor for upcoming additional efforts in bid all 1 to place 'P-403' asphalt as a surface course, rather than a base course. The quantity of this item added to the contract of fost by the same quantity reduction from item P-403-8.1.
CO 6.2	NOI No. 1	Base Bið - P-403-8.2 Asphalt surface course base bid adjustment	ĻS	1	\$ 80,000.00	\$ 80,000.00	0	Omission	The base bid contract documents provide payment for all 'P-403' specification mix asphalt base and surface course placed under pay item P-403-8.1. During the base bid construction, contractor requested additional compensation for the 'P-403' asphalt previously placed as surface course and paid as base course. Surface course is the same material as base course, but is a more stringently controlled process. This change order will compensate the contractor for previous additional efforts to place P-403' asphalt as a surface course, rather than a base course.
CO 6.3	COR No. 16	Base Bid - Additional demolition of 54-inch RCP storm drainage pipe for offsite disposal	LS	1	\$ 7,442.87	\$ 7,442.87	0	Diffeing Site Cenditors	During the demolition of the existing storm drainage pipe crossing Taxiway B south of Taxiway A, it was observed that the removed pipe sections measured 12-feet in length, as opposed to the standard 8-fool length. As a result, the drainage subcontractor will need to perform additional cuts to the pipe to facilitate the loading and transportation of the pipe material offsite for disposal. This change order includes costs for all labor, materials, and equipment needed to facilitate the demolition of the longer than expected drainage pipe.
CO 6.4	COR No. 07, FB No. 15R1	Base Bid - Part 139 deficiency - Removal and replacement of airfield markings	LS	1	\$ 88,836.75	\$ 88,836.76	3	Other Agency	Due to an outstanding deficiency from the previous Part 139 FAA inspection, the Department updated the taxiway edge markings, non-movement boundary markings and relocated the vehicle service road in order to be in compliance with current FAA standards. The Contractor will be removing existing pavement markings and installing new pavement markings in the proposed compliant locations. The change order includes costs for all labor, materials and equipment needed to remove and replace the airfield markings.
CO 6,5	COR No. 13, FB No. 08R0	Base Bid - Inlet 01 Investigation and settlement repairs	LS	1	\$ 33,761.88	\$ 33,761.88	0	Department of Airports	The Department identified a void under newly placed Hot Mix Asphalt (HMA) pavement adjacent to a storm water catch besin located next to the East Remote Ramp. It was determined that a joint failed between the inlet structure and the connecting drainage pipe. This change order includes all labor, materials and equipment needed to repair the failed drainage pipe connection, backfill and repave the area.
	A	I		1 Subtotal Ne	ew items	\$ 1,704,068.50	J		
				SUDIOISI NE	- THE (1) 35	# 1,704,908.5U	r ک		

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 PROJECT INFORMATION

 AIRPORT:
 PALM BEACH INTERNATIONAL AIRPORT

 PROJECT:
 PB 23-3 Central Airfield Improvements

 CONTRACTOR:
 Ranger Construction Industries, Inc.

 CONTRACTOR:
 RESOLUTION NO: R-2023-0701

			EXHIBIT 1 CHANGE ORDER NO 6: SUMMARY				UMMARY				
BID	Ref Doc	DESCRIPTION			COST			DAYS	00055		
ITEM #		DESCRIPTION		QTY	UNIT COST		AMOUNT	DATS	CODE	SUMMARY EXPLANATION	
Additional C	ontract Time	Adjustments								•	
		Time Extension due to weather impacts	Days					16	Unforeseen	Inclement weather, including Hurricane Milton impacted the critical path activities for 16 calendar days. This change order adds 16 calendar days to the construction duration.	
		Total Change Order No. 6	Τ			\$	535,568.50	19	[1	

LEGEND Error

\$1,574,027.00	Omission/recommended and/or required in project,
\$88,836.75	Other Agency (Tenant)
\$33,761.88	Department of Airports
\$7,442.87	Conditions not normally anticipated or encountered in construction.
(\$1,168,500.00)	Quantity Underruns, contract adjustments,
\$535,568.50	Total Change Order #6

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Contract History

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PB 23-3 Central Airfield Improvements

Contract Date : 5/16/2023 CONTRACT HISTORY ORIGINAL CURRENT CURRENT 5/16/2023 Contract Date: R2023-0701 RESOLUTION NO 5/18/2023 DATE: NTP CONTRACT TIME (SUBSTANTIAL) = 426 1003 CONTRACT TIME (FINAL) 1093 516 SUBSTANTIAL COMPLETION 2/13/2026 DATE 7/16/2024 * Substantial to 10/14/2024 5/14/2026 Final is 90 FINAL COMPLETION DATE \$20,228,016.90 \$41,477,018.76 CONTRACT AMOUNT = LIQUIDATED DAMAGES \$500 Procurement Substantial \$1,000 . Final \$500 "TOTAL VALUE OF (LEAD/CRC) CUMULATIVE VALUE OF NEW CONTRACT CHANGE CHANGE ORDER CHANGE ORDER CHANGE LEAD DEPT APPROVAL (LEAD BCC APPROVAL PERCENT STATUS CRC APPROVAL DATE DESCRIPTION TIME AMOUNT APPROVAL AMOUNT ORDER **ORDER No.** TIME EXTENSION PLUS CRC) CHANGE ADJUSTED FOR TIME Office Trailer Credit & Approved on \$83,093.16 (\$76,093.16) (\$76,093.16) -0.38% \$20,151,923.74 8/16/2023 Procurement Phase Time 14 \$7,000 (\$76,093.16) 1 8/30/2023 Extension Time Extension to Phase 2-Mar 5 2024 A, Pipe Size Adjustment \$376,524.04 \$20,528,447.78 BCC R2024-61 \$61,000 \$376,524.04 \$437,524.04 2 11/6/2023 Credit, Additional RWY 14-2035 32 Grading Improvements Approved on Directional Bore for FPL 0.15% \$20,557,900.28 1/23/2024 0 \$0 \$29,452.50 \$29,452.50 \$29,452.50 3 2/20/23 Line RWY 14 End Additional survey, grading, Approved by \$20,639,988.24 \$82,087.96 \$82,087.96 4 6/27/2024 pipe cleaning video, new 2 \$1,000 \$82,087.96 \$83,087.96 CRC 7/31/24 top slab Aug 20 2024 Amendment to include Amendment \$20,287,673.85 \$40,927,662.09 \$20,287,673.85 481 R2024-1005 No 1 additive bid Alternate No 1 Cable-drainage pipe Approved on conflict, pump bypass, \$40,941,450.26 0.00% \$0 \$13,788.17 \$13,788.17 9/23/2024 0 5 10/16/24 structure modifications, & credit New P403 Line Item, Additional for Pipe Demo, Part 139 Marking \$535,568.50 \$41,477,018.76 9/4/2024 19 \$19,000 \$535,568.50 \$554,568.50 6 Corrections, intel Investigation & Repair, Weather Delays \$41,477,018.76 0.18% 577 \$21,249,001.86 29,452.50 \$ 5,994.80 \$35,447.30 \$ Tota

To be approved by the Dept To be approved by the CRC

To be approved by the Board

DOA Project Costs Tracking- 2024.09.24 1/2/2025

Pursuant to PPM CW-F-050

Approval Authority Project Specific Contracts					Approval Authority Annuals/Continuing Contracts				
CO Value	Cumm CO Value	Authority	Days	Authority	<u>CO Value</u>	Authority	Days	Authority	
							Time Extension of		
\$0-100,000	See Note 1	Lead Dept	180	Lead Dept	\$0-200,000	Lead Dept	any Duration	Lead Dept	
\$100,001~					\$200,001-		Time Extension of		
200,000	See Note 1	CRC	180	CRC	299,999	CRC	any Duration	CRC	
>\$200,001	See Note 1	BCC	Over 180	BCC	>\$300,000	BCC	-	BCC	

Special Rules - Revised as of 11/16/24

*Special Rules Applicable only to Project Specific Construction Contracts:

1 When the cumulative value of change orders to individual (project specific) construction contracts exceeds the greater of \$375,000 or 10% of the original contract value, the Construction Department must submit a "receive and file" item to the BCC and the cumulative value is reset.

2 When time extensions to individual (project specific) construction contracts reach a cumulative limit of 180 days, the Construction Department must submit a "receive and file" item to the BCC and the cumulative value is reset.

For Individual (project specific) construction contracts with a contract award exceeding \$1,000,000, approval authority for time extensions is calculated by multiplying the number of days of the time extension by the liquidated damage amount in the executed contract, authority levels are then applied based on the formula value.

Special Rules Applicable to Both Annual and Project Specific Construction Contracts:

4 Construction Department Director or Committee may authorize deductive Change Orders based on dollar approval authority above of any amount (but decreases may not offset increases on the same Change Order for purposes of approval authority, unless directly related).

5 Construction Department Director may authorize Sales Tax Recovery Change Orders of any amount.

6 Construction Department Director may authorize \$0 Contingency Use Directives (CUD Change Orders) (however a 'receive and file' required when the CUD Change Order would have required BCC approval but for use of the contingency).

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September 24, 2024

Mr. Jamie Timming – Vice President, South Division Ranger Construction Industries, Inc. 1645 N Congress Ave West Palm Beach, FL 33409

Dear Mr. Timming:

Ranger Construction Industries (Contractor) submitted a Notice of Intent to Claim (Claim) for Specification P-403 asphalt surface course payment to the Resident Project Representative (RPR) on October 17, 2023, related to the work known as the Central Airfield Improvements (Project) at Palm Beach International Airport (PBI). Contractor provided additional materials in support of its Claim to the Department of Airports (DOA) on November 22, 2023. Upon review of the Claim, the RPR requested for Contractor to propose a unit price for P-403 asphalt surface course for the upcoming Bid Alternate 1 work under this same Project. The Contractor provided its proposal on July 31, 2024. This letter serves as the DOA's counter proposal.

The Contractor's proposal contains two Conditions:

- 1. Establish a new pay item for P-403 asphalt surface course at a unit price of \$262.11 per ton of placed and accepted material under Bid Alternate 1.
- 2. Issue a change order for the previously claimed P-403 asphalt surface course placed under the Base Bid work, totaling \$102,371.62.

Regarding Condition 1, we consider the proposed unit price to be in alignment with expected prices for similar work in this geographic area. The DOA agrees with Condition 1 and creation of a P-403 Asphalt Surface Course pay item via change order, applicable only to the work under Bid Alternate 1.

Regarding Condition 2, the DOA supports providing additional compensation for P-403 Surface Course previously paid as P-403 Base Course in the Base Bid work. However, it does not agree with the amount of Contractor's claim. As stated in HDR's claim evaluation letter dated 12/15/2023, attached, the Contractor claims payment for equipment and labor time that was not spent in productive use. The claimed labor and equipment costs are based on workdays of 8-12 hours. The RPR reports describe paving days typically starting around 10:30 AM and ending around 3:30 PM. Even with setup and breakdown time, the labor and equipment costs should be discounted 20%. With this discount applied, the claimable value is reduced by \$22,133.38 to approximately \$80,000. See table below for calculations.

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Item	Contractor Cost	With 15% Markup	Discount	Adjusted Cost	Cost Reduction
Labor	\$26,821.18	\$30,844.36	20%	\$24,675.49	\$6,168.87
Equipment	\$69,410.92	\$79,822.56	20%	\$63,858.05	\$15,964.51
Material	\$141,645.09	\$162,891.85	0%	\$162,891.85	\$0.00
Trucking	\$21,930.00	\$25,219.50	0%	\$25,219.50	\$0.00
Total	\$259,807.19	\$298,778.27		\$276,644.89	\$22,133.38

In conclusion, the DOA requests the Contractor's concurrence with the negotiated resolution of the claim via these conditions:

- 1. DOA to issue a change order for a new P-403 asphalt surface course pay item at the Contractors proposed unit price, applicable to the Bid Alternate 1 work.
- 2. DOA to issue a lump sum change order of +\$80,000 for the previously placed P-403 surface course in the Base Bid.

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Sincerely,

HDR Engineering, Inc.

Cody Parcham

Cody Parham, P.E. RPR Project Manager

Attachments

RPR Claim Evaluation Letter dated 12/15/2023

RPR Claim Evaluation Letter dated 12/15/2023

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December 15, 2023

Ms. Cynthia Portnoy - Deputy Director of Development Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

Dear Ms. Portnoy:

Ranger Construction Industries (Contractor) submitted a Notice of Intent to Claim (Claim) for asphalt surface course payment to the Resident Project Representative (RPR) on October 17, 2023. RCI provided additional materials in support of its Claim to the Department of Airports (DOA) on November 22, 2023. You requested for HDR to provide input on the additional submitted materials on December 3, 2023. This letter serves as HDR's evaluation of RCI's Claim for the DOA's use in determining merit of the claim.

The asphalt placement disputed in the claim was performed 9/20/23 through 9/23/23. These were the 1st day (control strip) 2nd, 3rd, and 4th days of asphalt production. There were two separate applications of the asphalt. The first application was the Runway 14-32 shoulder P-403 mix surface course (Figure 1). The second application was Runway 14-32 shoulder P-403 mix base course (Figure 2) as a backfill for deeper milling required due to discovery of extensive cracking in the milled existing asphalt surface. This additional paving is documented in the RPR's response to RFI 8.

Responses to Contractor Statements

Below are HDR's responses to Contractor's statements made in the November 22, 2023 email from Jamie Timming of Ranger to Cynthia Portnoy of the DOA.

1. The cost for the work performed under that is in dispute is \$296,585.28.

Response: Costs appear to be reasonable for the means and methods used. Labor, equipment, trucking, materials, and hours all align with RPR daily report records. HDR notes that 1,795 tons of asphalt were placed over 4 days, a rate of 450 tons/day. This is a much lower rate than would be expected for a straight-line paving operation. As documented in the RPR daily reports, the lower production rate can be attributed to:

- Late daily work starts
- Delays in asphalt deliveries
- Malfunction of the survey control and paver GPS equipment
- Various operational issues, e.g. locked brakes, miscommunication between MTV and paver operators

hdrinc.com

Given that these were the first days of asphalt placement, a lower than average production rate would be expected. Assuming a standard production rate of 1,200 tons/day, and a startup rate of 75% efficiency, 900 tons/day would be a reasonable rate. At 900 tons/day, the work would have been performed in 2 days. For 2 days of work, the Contractor costs would have been:

Component	Cost
Labor (50%)	\$15,422.18
Equipment (50%)	\$39,911.28
Material (100%)	\$162,891.85
Trucking (50%)	\$11,513.25
Total	\$229,738.56
Cost Change	\$66,846.71

 As previously stated, Ranger is not in agreement that this material placed in Surface Course Areas should be paid for under the Base Course Pay Item. Payment under the Base Course Pay Item for the 1,397.17 tons, yields \$260,572.21, which is \$36,013.08 less than RCI's actual cost.

Response: HDR agrees with Ranger that the work required efforts exceeding the scope of the P-403 asphalt base course pay item since it was placed as a surface course. HDR recommends compensating the Contractor for the added cost and value of the surface course product.

3. Ranger maintains that it should be compensated under Surface Course and is in line with where costs should end up as this was a higher production area for Surface Course and is below the unit price to compensate for lower production areas that will be above the unit price, deriving at a blended unit price.

Response: HDR disagrees that the work should be compensated at the P-401 asphalt surface course unit price. The P-403 material placed is an inferior product with lower material costs compared to the P-401 material. As described later in this document, a new 'P-403 Surface Course' unit price should be negotiated based on the material cost of P-403 and the labor, equipment, and trucking cost of the P-401 surface course.

4. Also, attached are excerpts from the Contract Documents justifying Ranger's position.

Response: The contract documents (drawings and technical specifications) are not consistent with material descriptions, e.g. 'asphalt course' 'bituminous course' 'pavement course'. The contract documents are consistent in their use of specification number (P-401 vs P-403) to indicate which mix is to be used in each application. While it is

understandable how the inconsistent naming of the P-403 material could cause confusion among bidders, the inclusion of the specification number and binder performance grade in the drawings clearly makes a direct connection between the material and its associated pay item. Nowhere in the contract documents is there information that allows for payment of P-403 mix asphalt under the P-401 Asphalt Surface Course pay item.

5. Furthermore, the Base Course areas are materially different as lifts for Base Course range from 2.5" to 3", while Surface Course areas are mainly 2" lifts with a few at 2.5", thus yielding more production per SY in Base Course areas and a cheaper unit price.

As described in item 3 above, HDR agrees with the contractor statement that surface course placement requires efforts exceeding those of base course placement. HDR recommends a new 'P-403 Surface Course' unit price should be negotiated based on the material cost of P-403 base course and the labor, equipment, and trucking cost of the surface course.

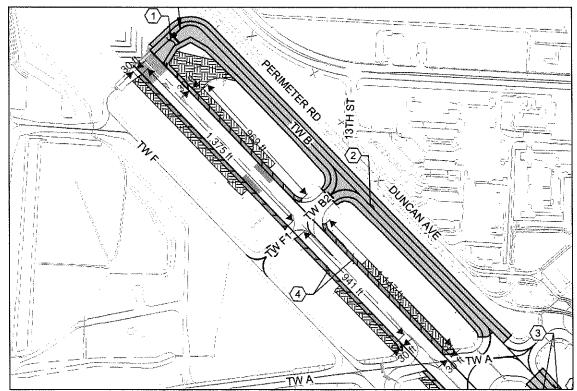
Recommendations

HDR recommends the DOA reject the Contractor's claim that the work should be compensated at the P-401 asphalt surface course unit price, an added compensation of \$102,371.62. The P-403 material placed is an inferior product with lower material costs compared to the P-401 material. A new 'P-403 Surface Course' pay item and unit price should be negotiated based on the material cost of P-403 base course and the labor, equipment, and trucking cost of the P-401 surface course. Using this approach, a unit price of \$219.25/ton is appropriate, resulting in additional compensation of \$46,079.25 for the work. Calculations of these values are provided in Attachment A.

Additional Considerations

The DOA has been a pragmatic owner and client since the project's inception. Several work items were completed without expending the full effort anticipated in the contract documents. The Contractor has been compensated for these work items at the full unit prices. If the Contractor continues to seek compensation exceeding a justified value, the DOA may consider seeking credit for the work not performed as an offset to the claimed costs.

- Partial depth removal of existing shoulder pavements when full depth was specified
- Cleaning of runway shoulder markings when removal was specified
- No beads on permanent runway shoulder and edge paint
- Backfill of electrical trenches with concrete instead of asphalt mill and overlay



• Allowed early work in phases 1-A and 2-C without starting the clock for duration limits subject to liquidated damages.

Figure 1 Extents of P-403 Pavement Surface Course Placed

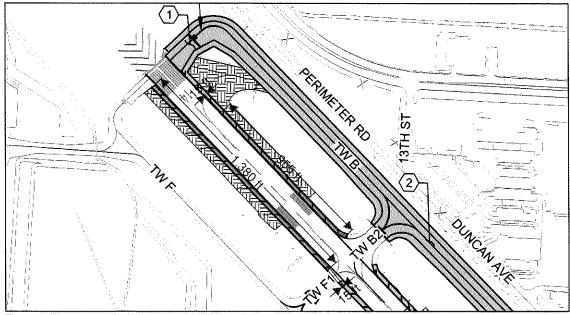


Figure 2 Extents of P-403 Pavement Base Course Placed

We appreciate the opportunity to provide these responses to the claim and stand ready to assist if you require any further input from us.

Sincerely, HDR Cody Parham, P.E. Project Manager

Attachment A

Asphalt Quantity and Cost Calculations P-403 Asphalt Surface Course Extents Exhibit P-403 Asphalt Base Course Extents Exhibit

Comparison of Efforts for P-403 Surface Course versus P-403 Base Course

Requirement	P-403 Surface Course	P-403 Base Course
Coarse Aggregate Resistance to Degradation	40% loss max	50% loss max
Segregation mitigation	Removed and replaced	None
Smoothness QC	Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4 inch shall be corrected with diamond grinding	None
Grade tolerance	The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the plans by more than 1/2 inch vertically and 0.1 feet laterally.	None

Method of Measurement and Basis of Payment

Pay Item	Method of Measurement	Basis of Payment
P-403-8.1 Asphalt Mixture Stabilized Base Course - per ton	Plant mix asphalt mix pavement shall be measured by the number of tons of asphalt pavement used in the accepted work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.	Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in paragraph 403-6.2 shall be made at the contract unit price per ton for asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.
P-401-8.1 Asphalt Surface Course - per ton	Asphalt shall be measured by the number of tons of asphalt used in the accepted work. Batch weights or truck scale weights will be used to determine the basis for the tonnage.	Payment for a lot of asphalt meeting all acceptance criteria as specified in paragraph 401-6.2 shall be made based on results of tests for mat density and air voids.

Asphalt Quantity Calculation

Date	9/20/2023	9/21/2023	9/22/23	9/23/23	Total
RPR Records					
P-403 Shoulder Surface	143 tons	144 tons	670	440	1,426 tons
Course per Base Contract –			tons	tons	
RPR Measurement					
P-403 Shoulder Base	159 tons	170 tons	40 tons	0 tons	369 tons
Course per RFI 8 – RPR					
Measurement					
Total RPR Measurement	320 tons	325 tons	710	440	1,795 tons
Per Day P-403 Asphalt		3	tons	tons	
Contractor Records	· · · · · · · · · · · · · · · · · · ·				
P-403 Shoulder Surface	143 tons	144 tons	671	440	1,398 tons
Course per Base Contract -			tons	tons	(recorded)
Contractor Measurement			- - -		1,407 tons
P-403 Shoulder Base	176 +	170 tons	40 tons	0 tons	(claimed) 386 tons
	176 tons	Trutions	40 10115	U LONS	300 10115
Course per RFI 8 – Contractor Measurement	1				
Total Contractor	320 tons	313 tons	711	440	1,784 tons
Measurement Per Day P-	520 10115		tons	tons	1,704 10113
403 Asphalt			tono		
		1			
Difference					1,426-1,407
					= 21 tons

Asphalt Cost Calculation

Cost Calculation	P-401 Unit Price	P-403 Unit Price	Unit Price Difference	Cost
Payment per P-401- 8.1	\$259.25/Ton			1,407 tons x \$259.25 = \$364,764.75
Payment per P-401- 8.1		\$186.50/Ton		1,407 tons x \$186.50 = \$262,405.50
Payment for P-403 vs. P-401	\$259.25/Ton	\$186.50/Ton	\$72.75/Ton	1,407 tons x \$72.75 = \$102,359.25

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Asphalt Contract Unit Price Analysis

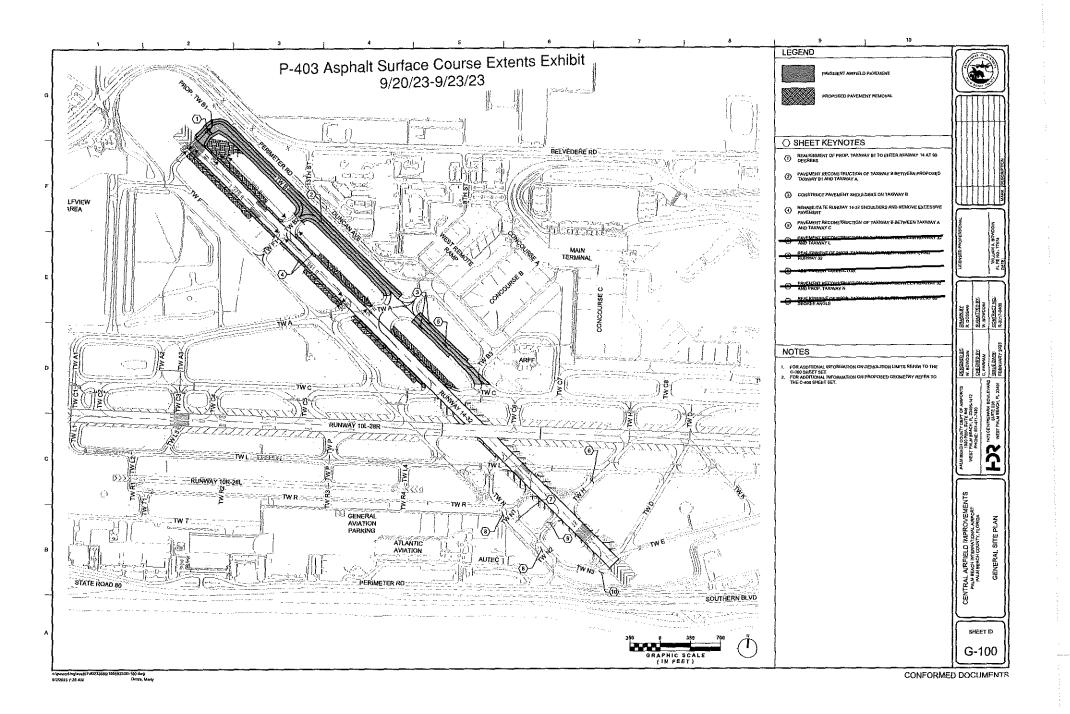
Pay Item	Labor I	Equipment	Material	Trucking	Total
Cost Percentage*	10%	27%	55%	8%	100%
P-403-8.1 Asphalt Mixture Stabilized Base Course	\$18.65	\$50.36	\$102.58	\$14.92	\$186.50/Ton
P-401-8.1 Asphalt Surface Course	\$25.93	\$70.00	\$142.59	\$20.74	\$259.25/Ton
P-403-8.1 Asphalt Placed as Surface Course**	\$25.93	\$70.00	\$102.58	\$20.74	\$219.25/Ton

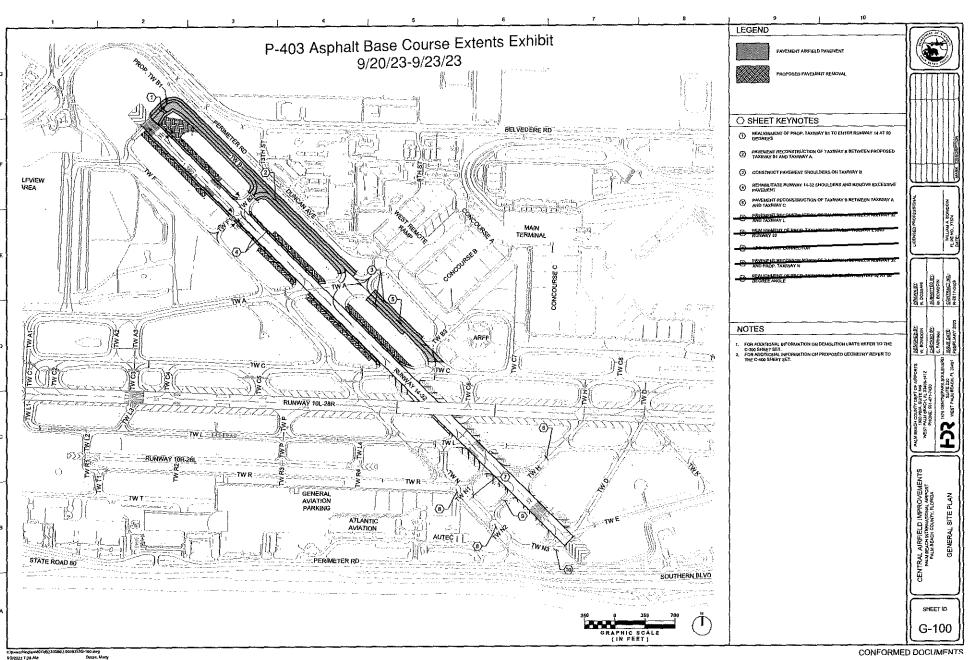
*Based on Contractor's submitted detailed costs 11/22/2023

**Contractor's stated unit cost for claimed work is \$296,585.28/1,407 tons = \$210.79/ton

Calculation of Premium Payment for P-403 as Surface Course

- Payment of \$219.25/ton is an 18% premium on the unit cost for P-403 base course
- \$219.25/Ton x 1,407 Tons = \$308,484.75
- Previous payment for the 1,407 tons of P-403 = \$262,405.50
- Additional payment required to meet the blended unit price = \$46,079.25





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REQUEST FOR CHANGE ORDER 16 EVALUATION

- Date: Wednesday, September 04, 2024
- Project: PB 23-3 PBI Central Airfield Improvements
- To: Mr. George Santos Licensed Project Manager Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470
- From: HDR

Subject: ADDITIONAL DEMOLITION OF 54-INCH RCP STORM DRAINAGE PIPE FOR OFFSITE DISPOSAL

INTRODUCTION

During the demolition of the existing 54-inch RCP storm drainage pipe crossing Taxiway B south of Taxiway A, it was observed that the removed pipe sections measured 12 feet in length, as opposed to the standard 8-foot length normally en. As a result, the drainage subcontractor, Falcon Contracting, Inc. (Falcon) had to perform additional cuts to the pipe to facilitate the loading and transportation of the pipe material offsite for disposal.

REQUIREMENT

Provisions for extension of time, contract changes, and payment for extra work are described in the contract documents:

- Instruction to Bidders
 - Section 3.1.6 'Bidders Representation'
 - Special Provisions
 - o Section 7.0 'Extension of Time / No Damages for Delay'
 - o Section 10.4 'Changes'
 - o Section 10.8 'Changes / Allowable Markups'
 - General Provisions Part 1
 - o Section 40-02 'Alteration of Work and Quantities'
 - o Section 80-07 'Determination and Extension of Contract Time'
 - o Section 90-05 'Payment for Extra Work'

PAYMENT

Ranger Construction Industries, Inc. (Ranger), has submitted a total change order amount of \$7,442.87 and is requesting zero (0) calendar days as a result of having to incur additional labor, equipment, and transportation costs related to this work.

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EVALUATION OF CONTRACTOR'S RCO

HDR reviewed the terms of the work, the RPR daily work reports, prepared an independent quantity takeoff of the work items, applied labor costs for the work crew with appropriate burden, and incorporated Equipment Watch rates for the equipment utilized by the crew, and identified the following contract conditions affecting pricing:

Item No. 1 pertains to ancillary daily labor and equipment costs incurred by Falcon Contracting Inc. from 7/12/2024 through 7/23/2024 for the removal, added saw cutting, and disposal of the existing 54-inch RCP storm drainage pipe. The existing RCP pipe sections were 12-ft long instead of the standard 8-ft section, which required Falcon to expend additional labor force and time to cut down the pipe sections into smaller, more manageable, transportable pieces that could be hauled off the project site with their already mobilized equipment.

HDR considers the labor and equipment work force utilized by Falcon to be reasonable and justified. Falcon appropriately included a 10% subcontractor mark-up in accordance with the Contract Documents, Special Provisions, Section 10-8. Ranger also included a 5% mark-up for subcontracts in accordance with the Contract Documents, Special Provisions, Section 10-8B. HDR agrees with the contractor's request for zero (0) calendar days to perform this work.

Table 1 provides a summary of HDR's evaluation.

Table 1 - Evaluation Summary of Contractor's Change Order

ltem	Description	Quantity	Unit Price	Total Amount	HDR Opinion of Cost
FALCC	IN CONTRACTING INC.				
1	Additional demolition cuts for hauling/transportin g existing 54-inch RCP storm drainage pipe off project	1 LS	\$6,983.69	\$6,983.69	Appropriate; Additional 10% allowable markup is included for subcontractor as per SP Section 10.8B.
	Subtotal			\$6,983.69	
	Allowable Markups:				
	Ranger Construction	Industries,	Inc.(5%)	\$349.18	Appropriate. Additional 5% allowable markup for General Contractor as per SP Section 10.8B is warranted.
	Bond Premium	nizatorok turzen i terzintek izitetek izitetek		\$109.99	1.5% in accordance with contract terms.
	TOTAL CHANGE ORD	ER AMOUN	Г	\$7,442.87	

CONCLUSION

HDR reviewed the cost breakdown presented by Ranger and Falcon Contracting and agrees that the drainage crew incurred additional and unexpected costs during a period of nine days for the removal and disposal of the existing 54-inch RCP storm drainage pipe. Ranger and Falcon provided sufficient backup documentation supporting these costs, including the daily RPR inspection reports which substantiate the

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labor and equipment work force that was utilized by the contractor for this work operation. Ranger has shown the proper 5% mark-up allowed per the contract requirements as general contractor as well as a 10% markup for the subcontracted work performed by Falcon Contracting, Inc. In summary, **HDR would recommend approval** of RCO 16 for \$7,442.87 to be in the best interest of the County.

Sincerely,

HDR Cody Parcham

Cody Parham, P.E. Project Manager

Attachments

Ranger RCO 16

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CONTRACT CHANGE ORDER

RANGER CONSTRUCTION INDUSTRIES, INC. 1645 N Congress Avenue

- V	Vest	Palm	Beach,	FL	33409	

JOB CONTRACT JOB NO. FOR :	300-1071 PB 23-3 PBIA Central Airfield Improvements					CHANGE ORDER NO: DATE:	16 08/14/24
то: [Palm Beach County Department of Airports c/o Cody Parham, PE Project Manager 846 PBIA West Palm Beach, FL 33410-2766]		AMOUNT OF T	'HIS ORDER	REVISED CONTRACT AM	
ſ	Mail: Cody.Parham@hdrinc.com	1					
Cost Code Item #	Description	Quantity	UM		Unit Price	2	Total Amount
	Additional Demo 54" RCP	1.00	LS*	\$	7,442.87		\$7,442.87
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
				TOTAL CHA	NGE ORDER A	MOUNT	\$7,442.87
	t is a pass-through claim from Falcon Contracting for ha tead of 8', the contractor had to cut the pipes to size in a					noved for transport and dis	posal. Due to the extended
ADDITIONAL TIME REQ	UESTED: 0.0	CONTRACT DA	YS 591.0				
	The work covered by this order shall be perfor	med under the same	Terms a	nd Conditions a	s that included in	the Original Contract.	
CHANGES APPROVED:							

c/o Cody Parham, PE Proje	ct Manager	AMOUNT OF ORIGINAL CONTRACT:	\$20,228,016.90
By:		CHANGE NO.	16
Printed Name:		RANGER CONSTRUCTION INDUSTRIES, INC.	
Date:		By:	
		Gregory Reilly, Project Manager	

	PBIA 23-3 Centrol Artiold Improvements Projects
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Ranger Construction Industries, Inc.

Ranger Construction Industries 1645 N. Congress Avenue West Palm Beach, FL 33409 661-793-9400

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		Falcon Contracting COR 05 Additional 54" Demo	S	6,983.69	1	LS	1	\$	6,983.69	\$	349.18
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					1			\$	6,983.69	\$	349.18
	and a second		SUMMARY	un annaith							
LABOR								\$	-	\$	+
EQUIPMENT								\$	-	\$	-
MATERIAL								\$	-	\$	*
SUBCONTRA								\$	6,983.69		349.18
BOND PREM	IUM (1.5%)		· · · ·							\$	109.99
TOTAL										\$	7,442.87

RCI PROJECT NUMBER PROJECT NAME CHANGE ORDER NUMBER CHANGE ORDER DESCRIPTION

300-1071 PB 23-3 PBIA Central Airfield Improvements 16 Additional 54" RCP Demo

FALCON CONTRACTING INC.

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CONTRACT CHANGE ORDER

FALCON CONTRACTING, INC. 4225 Chukker Drive West Palm Beach, FL 33406

CONTRACT FOR :	I JOB NO.	300-1071 PB 23-3 PBIA Central Airfield Improvements					CHANGE ORDER NO: DATE:	5 07/23/24
TO:	[Ranger Construction Industries, inc.	1				REVISED CONTRACT AMO	DUNT
		c/o Gregory Reiliy Project Manager 1645 N Congress Avenue West Palm Beach, FL 33409			AMOUNT OF T	ONTRACT AMOUNT THIS ORDER RACT AND EXTRAS		\$653,656,58 \$6,983,69 \$660,640,27
	ſ	Mail: Greg.Reilly@rangerconstruction.com	1			OLCI AND EXTRAS		<u>\$000,04U,2/</u>
Cost Code I	ltem #	Description	Quantity	UM		Unit Price		Total Amount
Cost Code II	item #	Description Irregular 54" RCP Pipe Demo	Quantity 1.00	UM LS"	\$	Unit Price 6,983.69		Total Amount \$6,983.59
Cost Code I	item #		-		\$ \$			
Cost Code II	ltem #		1.00	LS*				\$6,983.69
Cost Code I	ltern #		1.00 1.00	LS" LS*	S			\$6,983.69 \$0.00
Cost Code I	ltem #		1.00 1.00 1.00	LS" LS* LS	S S			\$6,983.59 \$0.00 \$0.00
Cost Code I	item #		1.00 1.00 1.00 1.00	LS* LS* LS*	\$ \$ \$			\$6,983.69 \$0.00 \$0.00 \$0.00
Cost Code I	ltern #		1.00 1.00 1.00 1.00 1.00	LS* LS* LS* LS*	\$ \$ \$			\$6,983.69 \$0.00 \$0.00 \$0.00 \$0.00

. laods and will require additional labor for cutting the pipe.

ADDITIONAL TIME REQUESTED: 0.0

CHANGES APPROVED:

CONTRACT DAYS 591.0

The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.

c/o Gregory Reilly Project	Manager	AMOUNT OF ORIGINAL CONTRACT:	\$485,802.00
By:		CHANGE NO.	5
Printed Name:		RANGER CONSTRUCTION INDUSTRIES, INC.	
Date:		By Mr Mis	
		Mark Martin, Project Manager	

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a community contract function of the contract of the contract

FALCON CONTRACTING INC.

Falcon Contracting, Inc. 4225 Chukker Drive West Paim Beach, FL 33406 551-965-9481

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								DATE 6/5/2024						
ПЕМ	CODE	DESCRIPTION		ase Rate	QUANT	UOM	BURDEN		TOTAL.		Mark l	Mark Up 10%		
									,					
		LABOR												
		Acevedo, Guidobel - Operator	\$	18.00	32	HR	\$	190,08	\$	766.08		76.6		
		Alvarez Cabrera, Luis - Operator	\$	18,00	32	HR	\$	190.08		766,08	\$	76.6		
		Carranza Cabrera, Guillermo - Laborer	\$	17.00	32	HR	\$	179.52		723.52	\$	72.3		
		Falcon, Marc Laborer	\$	17.00	32	HR	\$		\$		\$	72.3		
		Martin, Mark - Project Manager	\$	30.00	32	HR	\$	316.80	\$	1,276,80	\$	127.6		
		Falcon, Luis - Supervisor	\$	35.00	0	HR	\$	-	\$	-	\$			
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			···				\$	1,055.00	\$	4,256.00	\$	425.6		
		CAT Front End Loader	\$	56,74	32					6.045.00	~	404.0		
		Cutting Blade - Sencore Diamond				HR			\$	1,815.68	\$	181.5		
		Conting blade - Seacore Diamond	\$	277.13	1	<u></u> 15	+		\$ \$	277.13	\$ \$			
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RCI PROJECT NUMBER PROJECT NAME CHANGE ORDER NUMBER CHANGE ORDER DESCRIPTION

300-1071 PB 23-3 PBIA Central Airfield Improvements 5 54" RCP Demo

### **REQUEST FOR CHANGE ORDER 07 EVALUATION**

Date:	Friday, May 31, 2024
Project:	PB 23-3 – PBI Central Airfield Improvements
То:	Mr. George Santos Project Manager Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470
From:	HDR
Subject:	RCO 07 REVISED 5/23/24 – REMOVAL AND REPLACEMENT OF AIRFIELD MARKINGS (FIELD BULLETIN NO. 15-R1) HDR EVALUATION

#### INTRODUCTION

Due to an outstanding conflict between existing non-movement markings and taxiway edge markings, as well as the possible Part 77 penetration of parked aircraft in existing conditions, the Department of Airports (DOA) identified the need to update the taxiway edge markings, non-movement markings, and vehicle service road markings at the interface of Taxiways E and J at the Southeast General Aviation Apron. American Infrastructure Development, Inc. (AiD) developed the pavement marking plan drawings showing the proposed work. The proposed work includes the removal of existing pavement markings and installation of new pavement markings.

Field Bulletin No. 15-R1 was developed by HDR and identified five (5) contract unit price items for Ranger Construction Industries, Inc. to assess and prepare a cost proposal for the added work.

ITEM NO	SPEC	DESCRIPTION
1	01030-8.1	MAINTENANCE OF AIR OPERATIONS AREA TRAFFIC
2	P-620-5.2a	WATERBORNE PAVEMENT MARKING, WHITE WITH GLASS BEADS
3	P-620-5.2c	WATERBORNE PAVEMENT MARKING, YELLOW WITH GLASS BEADS
4	P-620-5.2d	WATERBORNE PAVEMENT MARKING, BLACK WITHOUT GLASS BEADS
5	P-620-5.5	PAVEMENT MARKING REMOVAL (GRINDING), WATERBORNE

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1475 Centrepark Blvd., Suite 230, West Palm Beach, FL US 33401-7425 (561) 209-6600

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#### REQUIREMENT

Provisions for extension of time, contract changes, and payment for extra work are described in the contract documents:

- Instruction to Bidders
  - o Section 3.1.6 'Bidders Representation'
  - Special Provisions
    - o Section 7.0 'Extension of Time / No Damages for Delay'
    - o Section 10.4 'Changes'
    - o Section 10.8 'Changes / Allowable Markups'
- General Provisions Part 1
  - o Section 40-02 'Alteration of Work and Quantities'
  - o Section 80-07 'Determination and Extension of Contract Time'
  - o Section 90-05 'Payment for Extra Work'

#### PAYMENT

Ranger Construction Industries, Inc., has submitted a total change order amount of \$88,836.75 and is requesting three (3) calendar days for this additional work related to the removal and replacement of existing airfield markings at the Southeast General Aviation Apron.

#### EVALUATION OF CONTRACTOR'S RCO

HDR reviewed the terms of the work, prepared an independent quantity takeoff of the work items, and identified the following contract conditions affecting pricing:

Please refer to Table 1, Evaluation Summary of Contractor's Change Order below.

<u>Items 1 and 2</u> pertain to Ranger Construction's use of their own work force for providing the necessary Maintenance of Air Traffic Operations. The Labor and Equipment Costs are appropriate, including a 15% allowable mark-up in accordance with the Contract Documents, Special Provisions, Section 10-8.

Item 3 pertains to Roberts Traffic Marking Corporation Mobilization Cost, which HDR considers to be reasonable and justified.

<u>Item 4 through 6</u> pertain to Roberts Traffic Marking Corporation for installation of the new airfield pavement markings. Although the quantities for the additional white, yellow, and black pavement markings do not exceed 25% of the original bid quantities as required in the General Provisions Section 40-02 of the Contract for renegotiating the unit rates, the subcontractor is proposing unit costs that are 7% to 12% below the established contract unit price for these items. HDR considers the proposed unit rates to be reasonable when accounting for prime contractor overhead costs separately.

<u>Item 7</u> pertains to Roberts Traffic Marking Corporation for the removal of the existing pavement markings by means of grinding. The additional quantity exceeds the original bid quantities by more than 25%, and therefore a contract unit price adjustment is warranted for this item. HDR considers the unit cost of \$4.75/SF to be reasonable when compared to other traffic marking company's unit costs for similar pavement marking removal methods utilized in airport projects, and compared to the prime's bid unit price of \$6.35/SF for removal by waterblasting.

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<u>Item 8</u> pertains to Facilities Pro Sweep for keeping the airfield clean and broomed during the pavement markings removal operations. HDR considers the hours and cost to be reasonable, based on a two-person crew needed for two-and-a-half (2.5) days of work operation.

<u>Item 9</u> pertains to Ritzel Mason for providing Construction Stakeout and As-Built Surveying services. HDR considers these costs to be reasonable, based on two days of survey field crew and approximately 40 hours of in-office time for preparation of as-built drawings.

HDR agrees with the contractor's request for additional two (3) calendar days to perform this work.

ltem	Description	Quantity	Unit Price	Total Amount	HDR Opinion of Cost
1	Ranger Construction Labor Costs	1 LS	\$2,490.84	\$2,490.84	Appropriate; Additional 15% allowable markup as per Special Provision (SP) Section 10.8 is warranted.
2	Ranger Construction Equipment Costs	1 LS	\$2,476.20	\$2,476.20	Appropriate; Additional 15% allowable markup as per SP Section 10.8 is warranted.
3	Roberts Traffic - Mobilization	1 LS	\$4,250.00	\$4,250.00	Appropriate; Additional 5% allowable markup as per SP Section 10.8B is warranted.
4	Roberts Traffic – 5.2a Pavement Marking, White with Glass Beads	1510 SF	\$3.00	\$4,530.00	Appropriate; Additional 5% allowable markup as per SP Section 10.8B is warranted.
5	Roberts Traffic – 5.2c Pavement Marking, Yellow with Glass Beads	1100 SF	\$3.35	\$3,685.00	Appropriate; Additional 5% allowable markup as per SP Section 10.8B is warranted.
6	Roberts Traffic – 5.2d Pavement Marking, Black without Glass Beads	5,230 SF	\$1.25	\$6,537.50	Appropriate; Additional 5% allowable markup as per SP Section 10.8B is warranted.

#### Table 1 - Evaluation Summary of Contractor's Change Order

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ltem	Description	Quantity	Unit Price	Total Amount	HDR Opinion of Cost
7	Roberts Traffic – 5.5 Pavement Marking Removal (Grinding), Waterborne	8,900 SF	\$4.75	\$42,275.00	Appropriate; Additional 5% allowable markup as per SP Section 10.8B is warranted.
8	Facilities Pro- Sweep	40 HR	\$130.00	\$5,200.00	Established Unit Price; Appropriate. Additional 5% allowable markup as per SP Section 10.8B is warranted.
9	Ritzel Mason – Construction Stakeout and As- Built Surveying	1 LS	\$9,600.00	\$9,600.00	Appropriate. Engineer's Estimate is based on two days of survey field crew and approximately 40 hours for preparation of as-built drawings. Additional 5% allowable markup as per SP Section 10.8B is warranted.
	TOTAL CHAN		R AMOUNT	\$88,836.75	

#### CONCLUSION

The quantities presented by Ranger Construction Industries are in close proximity to the quantity takeoff performed by HDR. While the quantities for the additional white, yellow, and black pavement markings do not exceed 25% of the original bid quantities as required in the General Provisions Section 40-02 of the Contract for renegotiating the unit rates, Ranger Construction is proposing lower than contract unit rates for these pavement marking pay items. The removal of the existing pavement markings will be accomplished via means of grinding. Our team cross referenced the proposed grinding unit cost with other traffic marking company's unit costs for similar pavement marking removal methods utilized in similar airport projects and considers this rate to be acceptable. In summary, **HDR recommends approval** of RCO 07 to be in the best interest of the County.

Sincerely,

HDR

Cody Parcham

Cody Parham, P.E. Project Manager

Attachments

Ranger RCO 07

hdrinc.com

1475 Centrepark Blvd., Suite 230, West Palm Beach, FL US 33401-7425 (561) 209-6600

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#### CONTRACT CHANGE ORDER

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

JOB CONTRAC [®] FOR :	T JOB NO.	300-1071 PB 23-3 PBIA Central Airfield Improvements				CHANGE ORDER NO: DATE:	7 REVISED 05/22/24
TO:	ſ	Palm Beach County Department of Airports c/o Cody Parham, PE Project Manager	]			REVISED CONTRACT	AMOUNT
		846 PBIA			PREVIOUS CO	ONTRACT AMOUNT	\$20,557,900.28
		West Palm Beach, FL 33410-2766			AMOUNT OF	THIS ORDER	\$88,836.75
					TOTAL CONT	RACT AND EXTRAS	\$20,646,737.03
	s.	Mail: Cody.Parham@hdrinc.com	]				
Cost Code	item #	Description	Quantity	UM		Unit Price	Total Amount
		Remove and Replace Airfield Markings	1.00	LS*	\$	88,836.75	\$88,836.75
			0.00	LS*	\$		\$0.00
			0.00	LS*	\$	-	\$0.00
				LS*	\$	-	\$0.00
				L.S*	\$	-	\$0.00
							\$0.00
							\$0.00
					TOTAL CH	ANGE ORDER AMOUNT	\$88,836.75
removal and		ponse to Field Bulletin 15 R1 Jet Aviation SE GA Ram n accordance with Field Bulletin 15 R1. IESTED: 3.0	np Markings. This C CONTRACT DA			ilize, provide supervision, AOA maintena	nce of air traffic, existing marking
<u></u>		The work covered by this order shall be perfor	med under the sam	e Terms a	and Conditions	as that included in the Original Contract	
CHANGES /	APPROVED:						
c/o Cody Pa	arham, PE Pro	ject Manager			AMOUNT C	OF ORIGINAL CONTRACT:	\$20,228,016.90
Ву:					CHANGE N	¥0.	7 REVISED
By: Printed Nam	ie:					NO. CONSTRCUTION INDUSTRIES, INC.	7 REVISED
-	ne:						7 REVISED

### Ranger

# Ranger Construction Industries 1645 N. Congress Avenue West Palm Beach, FL 33409 561-783-9400

ITEM	CODE	DESCRIPTION		_			1			K4
11 5 10	CODE	DESCRIPTION		ase Rate	QUANT	UOM	BURDEN	-	TOTAL	Mark Up 15%
								+		
		LABOR					T			
	45881	Hunter, T. Superintendent, Project	\$	40.85	20	HR	\$ 392.16	\$	1,209.16	\$ 181.37
	41573	Schott, C. MOT Supervisor/Escort	\$	23.80	20	HR	\$ 228.48	\$	704.48	\$ 105.67
	117215	Outler, D. MOT Technician	\$	19.50	20	HR	\$ 187.20	\$	577.20	\$ 86.58
			\$	-			\$ -	\$	-	\$ -
			\$	-			\$ -	\$	-	\$-
			\$	-			\$ -	\$	-	\$ -
			\$	-			\$ -	\$	-	\$-
			\$	-			\$ -	\$	•	\$ -
							\$ 807.84	\$	2,490.84	\$ 373.63
		EQUIPMENT								
		Ford F-150 Pickup (3)( 1 Supervisor + 1 MOT + 1 Escort)	\$	41.27	60	HR		\$	2,476.20	\$ 371.43
			\$	-	0	HR		\$	-	\$ -
			\$	-	0	HR	T	\$	-	\$ -
			\$	-			1	\$	-	\$ -
			\$	-				\$	-	\$ -
			\$				1	\$	-	\$ -
			\$	-				\$		\$ -
								\$	2,476.20	\$ 371.43
	1	MATERIAL								
			\$	-	0	LS		5	-	\$ -
			\$	-			1	\$	-	\$ -
	-		·					-		
	I		1					<u> </u>		
	ľ .						-	-		
								5	-	s -
	1	SUBCONTRACT					1	+		Mark Up 5%
		Roberts Traffic	\$	63,116.00	1	LS	1	\$	63,116.00	
		Facilities Pro Sweep	t s	130.00	40	HR	1	Ś	5,200,00	
		Ritzel Mason (Office and Field Layout)	Ś	9,600,00	1	LS		ŤŠ	9,600.00	
				i			1	\$		\$ 3,895.80
		SUM	MARY	u da antica da cara da antica da antica En antica da antica d	111111111111111111111				an in the second second	and a star of the star
ABOR				·····	*****			\$	2.490.84	\$ 373.63
QUIPMENT								\$		\$ 371.43
IATERIAL								\$	-	\$ -
UBCONTR/	ACT							Ś	77,916.00	\$ 3.895.80
OND PREM	1UM (1.5%)							Ť		\$ 1,312.80
OTAL	· · · · · · · · · · · · · · · · · · ·							-+		\$ 88,836.7

RCI PROJECT NUMBER PROJECT NAME CHANGE ORDER NUMBER CHANGE ORDER DESCRIPTION 300-1071 PB 23-3 PBIA Central Airfield Improvements 7 REVISED Remove and Replace Airfield Markings

6.5

## **REQUEST FOR CHANGE ORDER 13 EVALUATION**

 $\bigcirc$ 

Date:	Thursday, September 12, 2024
Project:	PB 23-3 PBI Central Airfield Improvements
То:	Mr. George Santos Senior Professional Engineer, Airports Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470
From:	HDR
Subject:	RCO 13 – INLET 01 INVESTIGATON AND SETTLEMENT REPAIRS (FIELD BULLETIN NO. 08-R1)

### INTRODUCTION

The Department of Airports (DOA) has identified a void under newly placed Hot Mix Asphalt (HMA) pavement adjacent to stormwater catch basin known as 'Inlet 01', located in the apron between Concourse C and the east remote ramp. During the recent mill and overlay of the HMA pavement surrounding Inlet 01 under contract PB 22-12, a void became apparent below the surface. The DOA requested the Contractor to provide investigative services to determine the cause of the void. Ranger Construction Industries (RCI) provided dewatering, robot video investigation, and water injection testing of the structure, pipes, and surrounding soils. Based on these investigations, HDR determined that the likely cause of the void was a failed joint between the inlet structure and the connecting drainage pipe to the north. HDR developed schematic design exhibits for the repair of the void area. The Contractor then provided the repair services which consisted of full depth PCC pavement patching and pipe joint hydraulic grouting.

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Palm Beach County Department Of Airports | PB 23-3 PBI Central Airfield Improvements REQUEST FOR CHANGE ORDER 13 EVALUATION

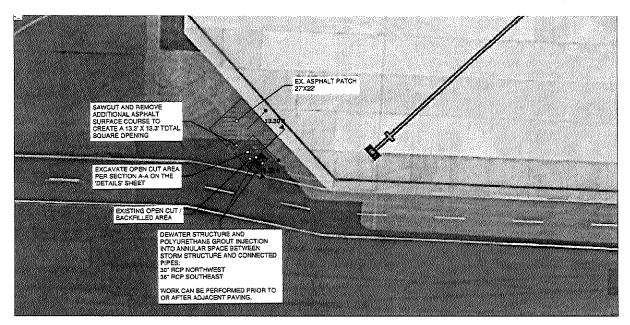


Figure 1 Scope of Work - Step 1

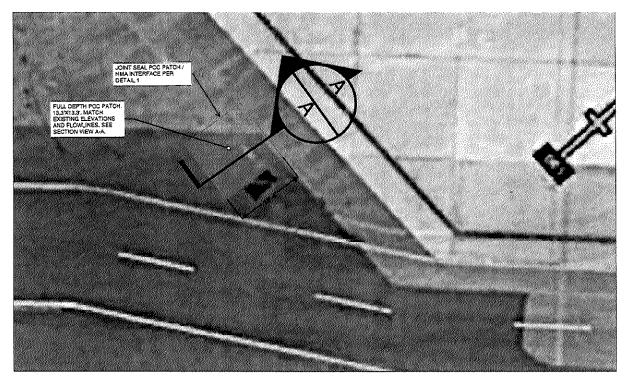


Figure 2 Scope of Work – Step 2

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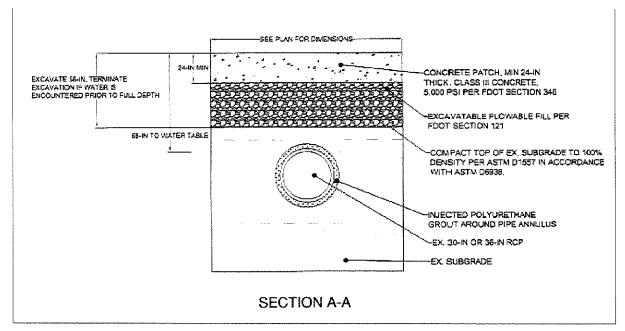


Figure 3 Scope of Work – Step 2 (Section A-A)

### REQUIREMENT

Provisions for extension of time, contract changes, and payment for extra work are described in the contract documents:

- Instruction to Bidders
  - o Section 3.1.6 'Bidders Representation'
- Special Provisions
  - o Section 7.0 'Extension of Time / No Damages for Delay'
  - o Section 10.4 'Changes'
  - o Section 10.8 'Changes / Allowable Markups'
- General Provisions Part 1
  - o Section 40-02 'Alteration of Work and Quantities'
  - o Section 80-07 'Determination and Extension of Contract Time'
  - Section 90-05 'Payment for Extra Work'

### SUMMARY OF TIME AND COMPENSATION REQUESTED

Ranger Construction Industries, Inc., has submitted a total change order amount of \$33,761.88 and is requesting zero (0) calendar days for this work.

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### EVALUATION OF CONTRACTOR'S RCO

HDR reviewed the terms of the work, prepared an independent quantity takeoff of the work items, and identified the following contract conditions affecting pricing, summarized in Table 1.

<u>Item 1</u> pertains to Ranger's use of their own work force and equipment for providing the necessary supervision, escort, and maintenance of traffic (MOT) during the investigative operation phase conducted by Flotech Environmental which involved plugging, dewatering, performing Jet-Vac cleaning, and CCTV pipeline inspection on 9/19/2023 to determine the cause of the void within the surrounding area of Inlet 01. The Contractor proposed 2 staff and 2 light-duty trucks for four hours to perform this work. Equipment Watch rates were provided for each type of equipment that was utilized. The labor and equipment costs are appropriate, including a 15% allowable mark-up for work performed by the General Contractor and a 5% mark-up on work performed by the Subcontractor, in accordance with the Contract Documents, Special Provisions, Section 10-8.

<u>Item 2</u> pertains to Ranger's use of their own work force and equipment for providing the necessary supervision, escort, and maintenance of traffic (MOT) during the dewatering and pressure leak test performed by Flotech Environmental on 11/1/2023. The labor and equipment costs are appropriate, including a 15% allowable mark-up for work performed by the General Contractor and a 5% mark-up on work performed by the Subcontractor, in accordance with the Contract Documents, Special Provisions, Section 10-8.

<u>Items 3 – 6</u> pertain to the restoration and repair efforts by Ranger and Flotech as detailed in Figures 1, 2, and 3 above. The flowable fill and concrete cap layers were cast on 2/12/24 and 2/13/24. The seal joint work was performed on 4/12/24 and 4/17/24. The Contractor proposes 3 staff and 3 light-duty trucks up to seven hours each day for MOT, supervision, and escort. Equipment Watch rates were provided for each type of equipment that was utilized. Material supplier quotes were provided for the flowable fill, concrete, polyurethane grout, and joint seal materials. The labor, equipment, and material costs are appropriate, including a 15% allowable mark-up for work performed by the General Contractor and a 5% mark-up on work performed by the Subcontractor, in accordance with the Contract Documents, Special Provisions, Section 10-8.

HDR agrees with the contractor's request for zero additional (0) calendar days to perform this work.

Table 1 summarizes HDR's evaluation of each cost item discussed above.

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Table 1	Table 1 - Evaluation Summary of Contractor's Change Order								
ltem	Description	Quantity	Unit Price	Unit Totals	HDR Opinion of Cost				
1	Ranger Construction - Inlet 01 Investigation	1 LS	\$5,592.91	\$5,592.91	Appropriate; 15% markup on prime's work, 5% markup over subcontractor's cost, and 1.5% bond premium complies with contract terms.				
2	Ranger Construction - Inlet 01 Pressure Test	1 LS	\$4,884.45	\$4,884.45	Appropriate; 15% markup on prime's work, 5% markup over subcontractor's cost, and 1.5% bond premium complies with contract terms.				
3	Ranger Construction - Inlet 01 Flowable Fill Restoration	1 LS	\$8,247.14	\$8,247.14	Appropriate; 15% markup on prime's work, 10% markup on subcontractor's work, 5% markup above subcontractor's cost, and 1.5% bond premium complies with contract terms.				
4	Ranger Construction - Inlet 01 Concrete Cap	1LS	\$4,405.45	\$4,405.45	Appropriate; 15% markup on prime's work, 10% markup on subcontractor's work, 5% markup above subcontractor's cost, and 1.5% bond premium complies with contract terms.				
5	Ranger Construction - Inlet 01 Pressure Grout	1 LS	\$8,999.59	\$8,999.59	Appropriate; 15% markup on prime's work, 10% markup on subcontractor's work, 5% markup above subcontractor's cost, and 1.5% bond premium complies with contract terms.				
6	Ranger Construction - Inlet 01 Seal Joints	1 LS	\$1,632.34	\$1,632.34	Appropriate; 15% markup on prime's work, 10% markup on subcontractor's work, 5% markup above subcontractor's cost, and 1.5% bond premium complies with contract terms.				
	TOTAL CHA	NGE ORDE	R AMOUNT	\$33,761.88					

Table 1 - Evaluation Summary of Contractor's Change Order

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## CONCLUSION

The quantities, equipment, labor, and material unit prices for each presented by the Contractor are in alignment with the scope of work changes requested by the DOA of Airports described in Field Bulletin Nos. 3, 8 Revision 1, and Construction Change Directive 01. Ranger and Flotech Environmental provided sufficient backup documentation supporting all the costs for the labor, equipment, and material, to adequately perform the investigation and repair of the area surrounding Inlet 01 and has shown the proper 15% mark-up per the contract requirements for work performed directly by the general contractor and 5% markup above the subcontractor's costs. In summary, **HDR would recommend approval** of RCO 13 for the amount of \$33,761.88 to be in the best interest of the County.

Sincerely, HDR

Cody Partham

Cody Parham, P.E. Project Manager

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### CONTRACT CHANGE ORDER

# RANGER CONSTRUCTION INDUSTRIES, INC. 1645 N Congress Avenue

10-10-11-0	ung.000	G. ( D. G
West Palm	Beach, FL	33409

TO: [ Palm Beach County Department of Airports ] c/o Cody Parham, PE Project Manager 846 PBIA West Palm Beach, FL 33410-2766 PREVIOUS CONTRACT AMOUNT West Palm Beach, FL 33410-2766 AMOUNT OF THIS ORDER TOTAL CONTRACT AND EXTRAS	13 08/13/24
. [ Mail: Cody.Parham@hdrinc.com ]	T \$20,557,900.28 \$33,761.88 \$20,591,662.16
Cost Code Item # Description Quantity UM Unit Price	Total Amount
Inlet 01 Investigation 1.00 LS* \$ 5,592.91	\$5,592.91
Inlet 01 Investigation Pressure Test 1.00 LS* \$ 4,884.45	\$4,884.45
Inlet 01 Restoration Flowable Fill 1.00 LS* \$ 8,247.14	\$8,247.14
Iniet 01 Restoration Concrete Cap 1.00 LS* \$ 4,405.45	\$4,405.45
Inlet 01 Restoration Pressure Grout 1.00 LS* \$ 8,999.59	\$8,999.59
Inlet 01 Restoration Seal Joints 1.00 LS* \$ 1,632.34	\$1,632.34
	\$0.00
TOTAL CHANGE ORDER AMOUNT	\$33,761.88
This change order is in response to a request by the Owner to investigate settlement and a void around Inlet 01. The work was authorized under FB 08.	
ADDITIONAL TIME REQUESTED: 0.0 CONTRACT DAYS 591.0	
The work covered by this order shall be performed under the same Terms and Conditions as that included in the Original Contract.	
c/o Cody Parham, PE Project Manager AMOUNT OF ORIGINAL CONTRACT:	\$20,228,016.90
By: CHANGE NO.	13

Printed Name:

Date:

.....

RANGER CONSTRUCTION INDUSTRIES, INC. By: Gregory Reilly, Project Manager

# Ranger Conversetor

### **Ranger Construction Industries**

1645 N. Congress Avenue West Palm Beach, FL 33409 561-793-9400

RCI PROJECT NUMBER PROJECT NUMBER PROJECT NAME CHANGE ORDER NUMBER CHANGE ORDER DESCRIPTION

300-1071 PB 23-3 PBIA Central Airfield Improvements 13 Inlet 01 Investigation/Restoration

DATE 9/19/2023 Mark Up 15% ITEM CODE DESCRIPTION Base Rate QUANT UOM BURDEN TOTAL LABOR Schott, C. MOT Supervisor/Escort Outler, D. MOT Technician 41573 117215 24.15 20.00 46.37 \$ 38.40 \$ 142.97 \$ 118.40 \$ 21.45 17.76 HR HR HR 4 9 Ä 1 š 261.37 \$ \$ 84,77 \$ 39.21 EQUIPMENT Ford F-150 Pickup (2)( 1 Supervisor + 1 Escort) HR HR HR 330.16 \$ 49,52 41.27 \$ \$ 13 Š ł 330.16 \$ 49.52 MATERIAL LS \$ 0 \$ \$ \$ \$ 1 Mark Up 5% 230.00 SUBCONTRACT Flo-Tech Inlet 01 Investigate Invoice 23-766 (work dated 09/19/2023) Dewater/Investigate 4,600.00 \$ LS HR LS 4,600.00 \$ \$ 4,600.00 \$ 230.00 SUMMARY 9 9 9 9 9 9 9 261.37 \$ 330.16 \$ LABOR EQUIPMENT MATERIAL SUBCONTRACT BOND PREMIUM (1.5%) TOTAL 39.21 49.52 - 9 230.00 82.65 5,592.91 15

## **Signatory Authorization**

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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 3340	09

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
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08/02/2017 - AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 - ANNUAL REPORT	View image in PDF format
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03/01/2004 - ANNUAL REPORT	View image in PDF format
<u> 92/19/2003 ANNUAL REPORT</u>	View image in PDF format
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03/07/1996 ANNUAL REPORT	View image in PDF format
<u>03/22/1995 ANNUAL REPORT</u>	View image in PDF format

Florida Department of State: Drugton of Corporations

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### CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation, and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolutions were unanimously adopted:

- 1. "RESOLVED, that effective immediately and until termination of said individual from the Corporation, or until recision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, ... or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:
  - ... Paul A. Bowdoin Senior Vice President ...
  - ... Harold E. Lewis, Jr. Senior Vice President ...
  - ... Jennifer E. Hunt Vice President ...
  - ... John B. Hyre Vice President ...
  - ... Christine S. Kefauver Vice President ...
  - ... Erki Suarez Vice President ...
  - ... John E. Wimberly Vice President ...
  - ... Carol C. Worsham Vice President ...
  - ... Timothy J. Fish Associate Vice President ...
  - ... Melanie E. Fowler Associate Vice President ...."
- 2. "RESOLVED, that the following are elected officers of the Corporation until their successors are elected and qualified:
  - ... Paul A. Bowdoin Senior Vice President ...
  - ... Stephen J. Ferrell Senior Vice President ...
  - ... Andre E. Lauzier Senior Vice President ...
  - ... Harold E. Lewis, Jr. Senior Vice President ...
  - ... Kent L. McWaters Senior Vice President ...
  - ... John C. Nagle Senior Vice President ...
  - ... John R. Plattsmier Senior Vice President ... ... Nelson E. Canjura Vice President ...

  - ... Samuel D. Cobb Vice President ...
  - ... Stephen W. Dortch Vice President ...
  - ... Katie E S Duty Vice President ...
  - ... Lewis R. Herrington Vice President ... ... Donald R. Holcomb Vice President ....

  - ... Jennifer E. Hunt Vice President ...
  - ... John B. Hyre Vice President ...
  - ... Christine S. Kefauver Vice President ...
  - ... Robert E. Kellner Vice President ...
  - ... Chance V. Lauderdale Vice President ...
  - ... Carlos C. Lopez-Paniagua Vice President ...

George W. McGregor – Vice President . . . Roger W. Nagel - Vice President ... . Kristina M. Price – Vice President . . . ... Thomas A. Quinn – Vice President .... ... Marlin A. Register, II – Vice President .... ... Mark G. Roberts - Vice President ... ... Santanu Roy - Vice President .... ... Steven J. Schnell - Vice President .... . . Erki Suarez - Vice President . . . Guillermo (Will) J. Suero – Vice President . . . ... Brenda Van Ravenswaay – Vice President ... ... David J. Vozzolo – Vice President ... ... John E. Wimberly – Vice President ... ... Carol C. Worsham – Vice President ... ... Brian A. Blanchard – Associate Vice President ... ... Mary J. Dorman – Associate Vice President ... ... Timothy J. Fish - Associate Vice President ... ... Melanie E. Fowler - Associate Vice President ... ... John M. Hansen - Associate Vice President ... ... Mark C. Holder - Associate Vice President ... ... Warren F. Jenik - Associate Vice President ... ... Javier Manso - Associate Vice President ... ... Frank D. Proctor – Associate Vice President ... ... Lisa C. Snowden – Associate Vice President ... ... Edgar S. Worster – Associate Vice President ... . ... Leonel A. Zapata – Associate Vice President ... ... Bonnie J. Kudron - Assistant Secretary ...

... Laurie S. Vik - Assistant Secretary ...

The undersigned further certifies that the foregoing resolutions have been spread in full upon the minute books of the Corporation and are in full force and effect.



Bonnie J. Kudroh, Assistant Secretary

STATE OF NEBRASKA

### COUNTY OF DOUGLAS

On this 30th day of May, 2019, before me personally appeared Bonnie J. Kudron, known to me to be the person who executed the within instrument as Assistant Secretary of and on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

(NOTARY SEAL) **GENERAL NOTARY - State of Nebraska** LAURIE S. VIK My Comm. Exp. March 5, 2023

Laurie S. Vik, Notary Public

Print Date 12/30/2024 7:42:52 AM

# Евух

### 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
		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		
Disk Profile (	Standard Conoral Soprice	A 04							

Risk Profile : Standard - General Services-AOA

Required Additional Insured : Palm Beach County Board of County Commissioners

**Ownership Entity** :

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## Bond Rider

## **Certificate of Insurance**

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## Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

To be attached to and form part of Bond # 107765048

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

It is agreed that:

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

from: \$40,941,450.26 to: \$41,477,018.76

2. This rider shall become effective as of: December 2, 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 5th day of December, 2024

Ranger Construction Industries, Inc. By:

Travelers Casualty and Surety Company of America By: William Ø. Phelps, Attorney-In-Fact and FL Resident Agent CUJTRICO S

1		
		Travelers Casualty and Surety Company of America
	TRAVELERS	Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance 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 , Floridz , 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

mar 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, and 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 5th day of December 2024



Kavin 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 hamed Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached. .

# <u>Attachment No.2</u> <u>DBE Schedules</u>

### SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (USE ADDITIONAL SHEETS AS NECESSARY)

Project/Bid Name:	Central Airfield Improvements	Project/Bid No	PB 23-3
Name of Prime Bidder:	Ranger Construction Industries, Inc.	indicate Base Bid or Alternate	
Contract Person:	Greg Reilly	Change Order/CSA/Amend.No.	Change Order 6
Address:	1645 N Congress Ave, WPB, FL 33409	- Bid Opening Date:	3/16/2023
Phone No:	561-793-9400	E-mail Address	greg.reilly@rangerconstruction.com

				Dollar Amount					
Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification		Black		Hispanic	Women	Other (Please specify)	
Falcon Contracting, Inc.		Prime Contracto	r \$	-	\$	-	\$ -	\$ -	
4225 Chukker Dr, West Palm	Drainage	X Subcontractor	\$	-	\$	6,983.69	\$ -	\$ -	
Beach, FL 33406	Drainage	Supplier	\$	-	\$	-	\$	\$ -	
561-965-9481		Manufacturer	\$	-	\$	-	\$ -	\$-	
Roberts Traffic Marking Corp.		Prime Contracto	r \$	*	\$	-	\$-	\$ -	
2210 Hayes Street	D	X Subcontractor	\$	-	\$	-	\$ 63,116.00	\$ -	
Hollywood, FL 33020	Pavement Markings	Supplier	\$		\$	-	\$-	\$-	
954-929-2922		Manufacturer	\$	-	\$	-	\$-	\$ -	
		Prime Contracto	r  \$	-	\$		\$-	\$ -	
		Subcontractor	\$	-	\$	-	\$-	\$ -	
		Supplier	\$	_	\$	-	\$ -	\$ -	
		Manufacturer	\$	*	\$	-	\$-	\$-	
		Prime Contracto	r  \$	-	\$	-	\$-	\$-	
		Subcontractor	\$		\$	-	\$ -	\$-	
		Supplier	\$	- -	\$	-	\$-	\$ -	
		Manufacturer	\$	-	\$	-	\$ -	\$ -	
		TOTAL	\$	-	\$	6,983.69	\$ 63,116.00	\$-	

#### TOTAL VALUE OF DBE PARTICIPATION

\$

Notes:

1. The amounts listed on this form for each DBE Firm must be supported by the price 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.

2. Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program. Certification status can be verified on the Florida Departpment of Transportations website at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx

3. 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 the 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 by the DBE Firms.

By: Jamie R Timming	12/6/2024
Signature	Date
Jamie Timming, Vice President	
Print Name/Title of Person Executing on Behalf of the Prime	

SCH 1 V 2024.08.26

70,099.69

### SCHEDULE 2 (Attachment ___ to the Bid Form)

### LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

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

Change Order/Task/Amendment No. (if applicable): Change Order No. 6

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 the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

Black 
 Hispanic 
 Women

Other (Please Specify) _____

Prime Contractor Ø Subcontractor D Manufacturer D 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
C-105-6.1	Prep/Cleaning Mobilization	1 EA	\$ 4,250.00	\$ 4,250.00
P-620-5,2a	Pavement Marking, White with Glass Beads	1,510 SF	\$ 3.00	\$ 4,530.00
P-620-5.2c	Pavement Marking, Yellow with Glass Beads	1,100 SF	\$ 3.35	\$ 3,685.00
P-620-5.2d	Pavement Marking, Black w/o Glass Beads	5,230 SF	\$ 1.25	\$ 6,537.50
P-620-5.5	Grinding Marking Removal, Waterborne	8,900 SF	\$ 4.75	\$ 42,275.00
C-105-6.1	Bond	1 L.S	\$ 1,838.50	\$ 1,838.50

at the following price1: \$ 63,116.00

(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.

Roberts Traffic Marking Corp.
Printed Name and Title
By: lisa on Auch ld
Sighature: Lisa Birchfield, President
Date: // //12/6/2024

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.2024.08.26)

### **SCHEDULE 2** (Attachment _____ to the Bid Form)

### LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE

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

Change Order/Task/Amendment No. (if applicable): Change Order No. 6

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 the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

D Other (Please Specify) _ Black ø Hispanic Women □ Prime Contractor Ø Subcontractor D 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
	Additional demolition of 54-inch RCP storm drainage pipe	1 LS	\$ 6,983.69	\$ 6,983.69
		· · · · · · · · · · · · · · · · · · ·		-
			-	
				}

at the following price1: \$___6,983.69

(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.

Mark Martin - V. Printed Name and Title K Bv^{*} Signature Date: 12/16/2024

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.2024.08.26)

# Attachment No. 3

## **Budget Transfer**

25-0300

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

BGEX 121-121824*577

	FUND	FUND 4111	Airport Improvement & Development Fund						
ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 12/17/24	REMAINING BALANCE
EXPENDITURES									
121-A456-6504	lotb Non Infrastructure	PBI Central Airfield Improvements	3,622,229	386,725	210,042	0	596,767	295,225	301,542
121-A496-6504	lotb Non Infrastructure	PBI Central Airfield Improvements -	0	20,826,369	325,527	0	21,151,896	20,506,657	645,239
121-A900-9909	Reserves Improvement Program	Capital Reserves	22,469,851	17,718,364	0	535,569	17,182,795		17,182,795
	Total Expenditures				535,569	535,569		-	

DATES

12/17/24

1/3/2005

SIGNATURES

Har Ken Initiating Department/Division

A.S. ww

Administration/Budget Department Approval

**OFMB Department - Posted**