

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: May 7, 2019 Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF


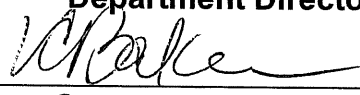
Motion and Title: Staff recommends motion to approve: a Contract with Intron Technologies, Inc. in the amount of \$203,073.10 and 120 Calendar Days for the Joint Sealant Replacement at Parking Garage No. 3 (7th Level) at Palm Beach International Airport (PBI).

Summary: This project was advertised utilizing the County’s competitive bid process. On November 15, 2018, three (3) bids were opened for the Joint Sealant Replacement at Parking Garage No. 3 (7th Level) at PBI. Innovative Masonry Restoration, LLC, submitted the lowest bid in the amount of \$142,141; however, they are considered non-responsive as they failed to return the executed contracts within the required time specified in the bid documents. Of the three (3) bids, the second low bidder, Intron Technologies, Inc., a Duval County, Florida company has been identified as the lowest responsible/responsive bidder in the amount of \$203,073.10. This project involves the rehabilitation of structural and architectural elements on the 7th level of Parking Garage Structure No. 3 at PBI that was completed in 2008. The work includes removal, cleaning and resealing of all joints along with miscellaneous spall repairs intended to extend the life of the structure. This bid was solicited on September 16, 2018 prior to the effective date of the Equal Business Opportunity (EBO) Ordinance and pursuant to the Small Business Enterprise (SBE) Ordinance requirements in effect at that time. The Small Business Enterprise (SBE) Goal for this project was established at 15%. Intron Technologies, Inc. has committed to 15% SBE goal. **Countywide (AH)**

Background and Justification: The existing sealant, which has a standard warranty of 5 years, has deteriorated to the point where it is no longer functioning as intended and water is entering the joints and pouring through to the lower levels of the garage. Additionally, the concrete apron/skirt around the perimeter of the 7th level has cracked and spalled in several locations. The project includes completely removing all existing sealant between the floor sections and along the wash lines and edges of the entire 7th floor and spall repairs. Builders Risk Insurance for this project will be provided by the contractor prior to the start of construction.

Attachments:

- 1. Three (3) Original Contracts
- 2. Bid Tabulation/Engineers and SBE Compliance Review
- 3. Letter to Innovative Masonry Restoration, LLC

=====
Recommended By:  4-18-19
 Department Director Date
Approved By:  4/30/19
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$203,073</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$203,073</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No.: Fund 4111 Department 121 Unit A212-59 Object 6211
 Reporting Category _____

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

Approval of this item provides budget for the Intron Technologies, Inc. contract of \$203,073. Local Airport funds are in the current budget in account 4111-121-A212-59-6211.

C. Departmental Fiscal Review: *Cam Quinn*

III. REVIEW COMMENTS

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

[Signature]

 OFMB

 4/23/19
[Signature] 4/23/19

[Signature]

 Contract Dev. and Control

 4/26/19
[Signature] 4/26/19

B. Legal Sufficiency:

 Anne Delaney 4-29-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

CONTRACT

THIS CONTRACT ("Contract") is made and entered into on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County" or "Owner" and **INTRON TECHNOLOGIES, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

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

**Joint Sealant Replacement at Parking Garage No. 3 – 7th Level:
PROJECT NO. PB 18-12**

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

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

- Approved Contract amendments, when executed;
- Completed Bid Form and Completed Attachments 1 through 5;
- Completed Bonds, Completed Guarantee and Certificates of Insurance;
- General Conditions;
- Special Conditions;
- The Invitation to Bid and Instructions to Bidders; and
- The Construction Documents which shall consist of:
 - Technical Specifications;
 - Drawings (as identified by Index of Drawings);
 - Design documents, whether preliminary or final;
 - Architectural Drawings;
 - Construction Drawings and Plans; and
 - Addenda and Change Orders.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of **Two Hundred Three Thousand Seventy-Three and 10/100 Dollars (\$203,073.10), Total Base Bid**. The prices named in the Bid are for the completed Work and all expense, direct or indirect, connected with the proper execution of the Work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified Work pursuant to the Contract. The time limit for the Substantial Completion of all Work under the Contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Laura Burke

Director, Department of Airports

CONTRACTOR

Shannon Clark

(witness signature)

By: Intron Technologies, Inc.

(Corporate Name)

Shannon Clark

(witness name printed)

By: *Jody Windsor*

(signatory)

JRB

(witness signature)

Jody Windsor

(print signatory's name)

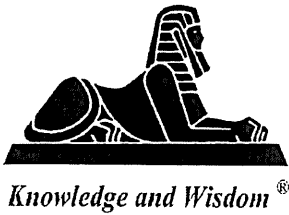
Henry Balcer

(witness name printed)

Its' President

(print title)

(Corporate Seal)



CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

April 4, 2019

Palm Beach County
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach FL 33406-1470

Re: Bond No.: NFL1890
Obligee: Palm Beach County
Project: Joint Sealant Replacement at Parking Garage No. 3 (7th Level),
Palm Beach International Airport.

To Whom it May Concern:

The contract underlying the above Public Construction Bond is undated. Therefore, we are unable to date our bond or power of attorney because they cannot precede the date of the contract to which they pertain.

This letter authorizes you to enter on the described Public Construction Bond and on the power of attorney attached thereto, the date on which the underlying contract is executed. We request that in due course you advise us as to the date entered.

Please do not hesitate to contact this office if any question regarding this should arise. Thank You.

Merchants National Bonding Inc

Benjamin Powell
Attorney in Fact



PUBLIC CONSTRUCTION BOND

BOND NUMBER NFL1890

BOND AMOUNT \$203,073.10

CONTRACT AMOUNT \$203,073.10

CONTRACTOR'S NAME: Intron Technologies Inc.

CONTRACTOR'S ADDRESS: 2308 Larsen Road Jacksonville, FL 32207

CONTRACTOR'S PHONE: 904-731-1445

SURETY COMPANY: Merchants National Bonding Inc

SURETY'S ADDRESS: P O Box 14498

Des Moines IA 50362

SURETY'S PHONE: 800-678-8171

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

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

OWNER'S PHONE: (561) 471-7400

PROJECT NAME: Joint Sealant Replacement at Parking Garage No. 3 (7th Level)
Palm Beach International Airport

PROJECT NUMBER: PB 18-12

CONTRACT NUMBER (to be provided after Contract award): Project # PB 18-12

DESCRIPTION OF WORK: The work consists of the removal, cleaning and re-sealing of all joints, along with miscellaneous concrete spall repairs on the 7th level of Parking Garage Structure No. 3, at Palm Beach International Airport.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

Property Control Number 00 43 43 31 01 001 0010

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of **Two Hundred Three Thousand Seventy Three and 10/100 Dollars (\$203,073.10), Total Base Bid** for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Joint Sealant Replacement at Parking Garage No. 3 (7th Level)
Project No.: PB 18-12
Project Description: The work consists of the removal, cleaning and re-sealing of all joints, along with miscellaneous concrete spall repairs on the 7th level of Parking Garage Structure No. 3, at Palm Beach International Airport.
Project Location: Palm Beach International Airport

in accordance with Drawings and Specifications prepared by

AECOM:
LOCATION OF FIRM: TAMPA, FLORIDA
PHONE: 813-636-2425

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of the **Joint Sealant Replacement at Parking Garage No. 3 (7th Level) at PBI**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

Shannon Clark
Witness

Intron Technologies Inc.
Principal [Signature] (Seal)

Shannon Clark
Print Name

President
Title

A Evans
Witness

Merchants National Bonding Inc.
Surety (Seal)

A Evans
Print Name

[Signature]
Title Robert T. Theus, Attorney in Fact

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

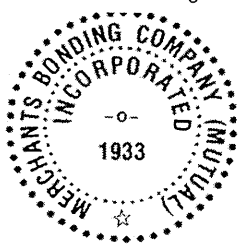
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.

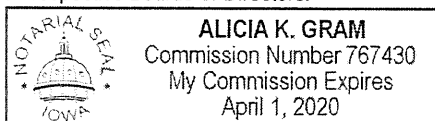


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

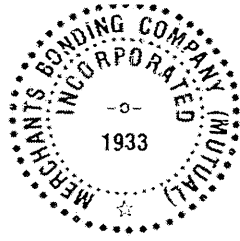


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2019.



William Warner Jr.
Secretary

FORM OF GUARANTEE

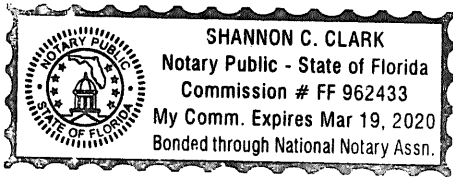
GUARANTEE FOR (Contractor and Surety Name) Intron Technologies Inc.
Merchants National Bonding Inc

We the undersigned hereby guarantee that the **(PB 18-12, Joint Sealant Replacement at Parking Garage No. 3 – 7th Level at Palm Beach International 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 our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY



Intron Technologies Inc.
(Contractor) (Seal)
By: [Signature]
Judith Windsor (Signature) President

Merchants National Bonding Inc
(Surety) (Seal)
By: [Signature]
(Signature)

Robert T. Theus Attorney in Fact
(Print Name)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

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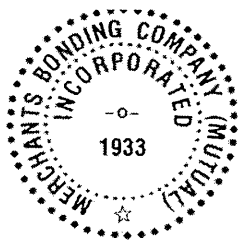
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.

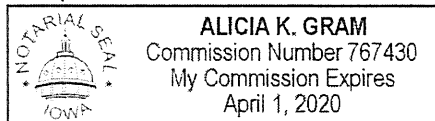


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

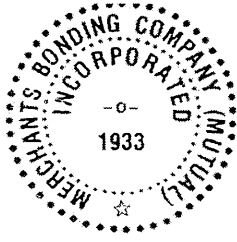


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____.



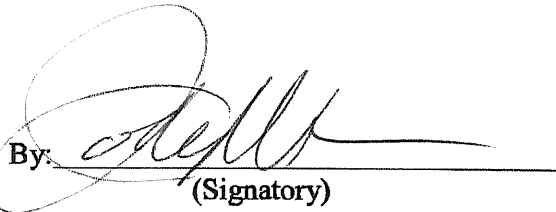
William Warner Jr.
Secretary

Living Wage Certification

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage.

Project Name: Joint Sealant Replacement at Parking Garage No. 3 (7th Level) at PBIA
Project Number: PB 18-12
Contractor: Intron Technologies, Inc.
Contractor Address: 2308 Larsen Road, Jacksonville, Florida 32207
Contractor Phone Number: (904) 731-1445
Contract Amount: \$203,073.10
Contract for: General Contracting Services

Statement of wage levels for Contractor's employees:

By: 
(Signatory)

Jody Windsor

(Signatory name printed)

President

(Title)

3/25/2019

(Date)

Living Wage Certification

Subcontractor Certification to General Contractor

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will pay each employee a living wage.

Project Name: Joint Sealant Replacement at Parking Garage No. 3 (7th Level)

Project Number: PB 18-12

Contractor:

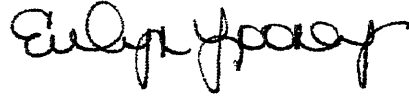
Contractor Address:

Contractor Phone Number:

Contract Amount:

Contract for: Intron Technologies, Inc for Palm Beach International Airport

Statement of wage levels for Contractor's employees:



By: _____
(Signatory)

EVELYN LOONEY
(Signatory name printed)

President
(Title)

4/3/18
(Date)

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: **PB 18-12**

DATE: 3/25/2019

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

1. That he/she is the Secretary of Intron Technologies, Inc 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 22nd day of March, 2019 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 Jody Windsor the 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 25th day of March, 2019.


(Signatory)

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

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 22nd day of March, 2019 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced n/a as identification and who did X take an oath.



Shannon C. Clark

Notary Signature

Shannon C. Clark

Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: 3/19/2020

4/12/18

Corporate Certificate - 2
PB 18-12, Joint Sealant Replacement at Parking Garage No. 3 - 7th Level
Palm Beach International Airport

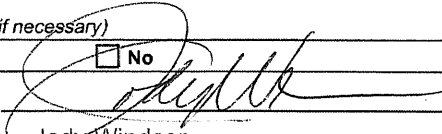
September 2018

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
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:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): No Lobbying Activites (attach Continuation Sheet(s) SF-LLLA, if necessary)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____
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 checked="" 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: Jody Windsor Title: President Telephone No.: 904-731-1445 Date: 3/28/2019
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Annette Evans PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS: aevans@cwpowellins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Intron Technologies, Inc. 2308 Larsen Road Jacksonville, FL 32207	INSURER A : Evanston Insurance Company NAIC # 35378
	INSURER B : Owners Insurance Co 32700
	INSURER C : Lloyds London
	INSURER D : Granite State Insurance Company
	INSURER E : XL Specialty Insurance Co 37885 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		3CO8596	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5100848200	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			WCISCEL000023602	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC051754918-04	11/2/2018	11/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			UM00059724MA18A	9/29/2018	9/29/2019	Leased/Rented 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Name: Joint Sealant Replacement at Parking Garage No. 3 (7th Level) Palm Beach International Airport Project No. PB 18-12
 Certificate Holder is included as Additional Insured with respects to General Liability on a primary and non contributory basis per attached forms.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o JDi, Data Corporation 100 W Cypress Creek Road Suite 1052 Fort Lauderdale, FL 33309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE
READ IT CAREFULLY
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay



INTERNATIONAL AIRPORT



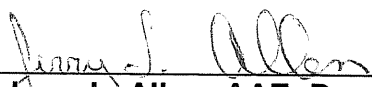
COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS

Attachment No. 2

Based on the review by Palm Beach County Department of Airports and the Office of Small Business Assistance (Exhibits A & B), it is our intent to recommend the award of the contract to **Innovative Masonry Restoration, LLC** for the below listed project:

**Joint Sealant Replacement at Parking Garage No. 3 (7th Level)
Palm Beach International Airport
Palm Beach County Project No. PB 18-12
Department of Airports**

Total Bid Amount, Base Bid: \$142,141.00



**Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports**

Dated: December 7, 2018

Page 1 of 8

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

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

(Posted)
RECEIVED
2018 DEC -7 PM 2:08
BLDG. 846. PBIA

RECEIVED
48 DEC 17 AM 9:02
DEPT. OF AIRPORTS
BLDG. 846. PBIA



December 7, 2018

Mr. Gary Sypek
Director of Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

EXHIBIT "A"

RE: PBC Project No. PB 18-12
Joint Sealant Replacement at Parking Garage No. 3 – 7th Level
Palm Beach International Airport
Bid Tabulation and Contract Award Recommendation

Mr. Sypek:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bids for the referenced project. The Bid Opening was conducted on November 15, 2018 at 2:00 PM, the established deadline for submission of bids, as stated in the Bid Documents, was Wednesday November 14th, 2018 at 2:00 PM.

A total of three (3) bids were received. The bids received were from: Innovative Masonry Restoration, LLC, Intron Technologies, Inc., and Contracting Specialists Inc. South East. The bids submitted are arranged in the table below in order from lowest to highest along with the Engineer's Estimate.

BIDDER	BASE BID PRICE
Innovative Masonry Restoration, LLC	\$142,141.00
Intron Technologies, Inc.	\$203,073.10
Contracting Specialists, Inc. South East	\$269,865.00
Engineer's Estimate	\$376,125.00

As required in Section 5.5 of the Instructions to Bidders, the Primary Bid Documents must be submitted by the stated bid submission date and the Supplemental Bid Documents must be provided within 24 hours of the submission date. AECOM's review of the bids indicated that only Intron Technologies, Inc. and Contracting Specialists, Inc. South East provided all Primary and Supplemental Bid Documentation required per the bid documents.

Innovative Masonry Restoration, LLC, the low bidder, did not provide the Trench Safety Affidavit (Attachment 4 to Bid Form) as required per the Bid Documents. Innovative Masonry Restoration included in their bid their current Florida General Contractor's License, resumes of their key personnel along with a list of projects completed within the last 3 years. In AECOM's interview with Mr. James Dolby (Innovative Masonry Restoration), he stated that Innovative Masonry Restoration is familiar with the site, they are comfortable with their bid, and have the experience and personnel necessary to perform the work.

Intron Technologies, Inc., the second lowest bidder provided all Primary and Supplemental Bid Documentation as required per the Bid Documents. Intron Technologies included in their bid, their current Florida General Contractor's License, their current State of Florida WBE certification and a Palm Beach County S/M/WBE certification for their sub-contractor. In AECOM's interview with Intron Technologies, Ms. Jody Windsor stated Intron Technologies



has the experience and personnel necessary to perform the work. Intron Technologies, Inc. also provided a list of similar projects completed within the last 5 years at AECOM's request.

Contracting Specialists, Inc. South East, provided all Primary and Supplemental Bid Documentation as required per the bid documents. Contracting Specialists only listed their sub-contractor on the List of Subcontractors/Self-Performed Trade (Attachment 3 to Bid Form) and did not list their self-performing portion of the work. Contracting Specialists Technologies included in their bid their current Florida General Contractor's License.

AECOM's review of the bid calculations indicated that all bids were accurately calculated and stated on the Bid Form and Unit Price Bid Form. The Bid Tabulation analysis and the Bid Review Checklist are attached.

As stated above, the Low Bidder, Innovative Masonry Restoration, LLC did not provide the Trench Safety Affidavit (Attachment 4 to Bid Form). Although the importance of trench safety cannot be understated, this requirement is actually not applicable to this specific Project. The work under this contract involves replacement of joint sealant and concrete repair on an above ground parking structure. Excavation and trenching work is not required.

AECOM verified a number of references submitted by the low bidder, Innovative Masonry Restoration, LLC. Each reference that was contacted stated that there were no issues with regard to schedule, budget, and workmanship, knowledge of the work, and attentiveness of the supervision, on their project. The references checked also stated that the contractor maintained a clean and safe work environment and would hire the Contractor again for future work.

Based on AECOM's evaluation of the bids obtained; including the contractor's qualifications and experience, it is our recommendation that the DOA award the PB 18-12, Joint Sealant Replacement at Parking Garage No. 3 - 7th Level Contract to the lowest responsible/responsive bidder, Innovative Masonry Restoration, LLC, contingent on the DOA's legal and S/M/WBE review of the bid documents.

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

Sincerely,
AECOM Technical Services, Inc.

A handwritten signature in black ink, appearing to read "Andrew Kacer".

Andrew Kacer, PE
VP

enclosures: Bid Tabulation
Bid Review Checklist


Palm Beach County - Department of Airports
Palm Beach International Airport
PB 18-12: Joint Sealant Replacement at Parking Garage No. 3 - 7th Level
Bid Tabulation
11/15/2018

Base Bid				Engineers Estimate		Innovative Masonry Restoration, LLC		Intron Technologies Inc		Contracting Specialists Inc. South East	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
01000-1	MOBILIZATION	LS	1	\$30,000.00	\$30,000	\$21,911.00	\$21,911.00	\$28,295.70	\$28,295.70	\$10,240.00	\$10,240.00
02630-1	INSTALL NEW FLOOR DRAIN AND PIPE CONNECTION - COMPLETE	LS	1	\$10,000.00	\$10,000	\$4,455.00	\$4,455.00	\$4,629.90	\$4,629.90	\$17,405.00	\$17,405.00
02764-1	CLEAN AND SEAL CONCRETE JOINTS	LF	18,300	\$10.00	\$183,000	\$3.00	\$54,900.00	\$4.00	\$73,200.00	\$7.15	\$130,845.00
02764-2	CLEAN AND SEAL TEE JOINTS W/ BACKER ROD	LF	14,000	\$10.00	\$140,000	\$4.00	\$56,000.00	\$6.41	\$89,740.00	\$7.50	\$105,000.00
03931-1	PARTIAL DEPTH SPALL REPAIR	SF	75	\$175.00	\$13,125	\$65.00	\$4,875.00	\$96.10	\$7,207.50	\$85.00	\$6,375.00
TOTAL BASE BID CONSTRUCTION COST					\$376,125		\$142,141.00		\$203,073.10		\$269,865.00

Description	Innovative Masonry Restoration, LLC	Intron Technologies Inc.	Contracting Specialists Inc. South East
Addendum No. 1 Acknowledgment	✓	✓	✓
Addendum No. 2 Acknowledgment	✓	✓	✓
Bid Form	✓	✓	✓
Bid Bond (Attachment 1 to Bid Form)	✓	✓	✓
Schedule 1 - List of Proposed SBE-M/WBE Prime and/or Subcontractor Participation (Attachment 2 to Bid Form)	✓	✓	✓
Schedule 2 - Letter of Intent to perform as a SBE/M/WBE Subcontractor (Attachment 2 to Bid Form)	✓	✓	✓
SBE Participation Goal (Minimum Goal = 15%)			
List of Subcontractors/ Self-Performed Trades (Attachment 3 to Bid Form)	✓	✓	✓
Trench Safety Affidavit (Attachment 4 to Bid Form)		✓	✓
Certificate of Business Location (Attachment 5 to Bid Form)	✓	✓	✓
Certificate of Business Location Glades Contractor (Attachment 5a to Bid Form)	✓	✓	✓
Unit Price Bid Form (Attachment 6 to Bid Form)	✓	✓	✓

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Director, Planning and Community Affairs

FROM: Martha LaVerghetta, Airports Compliance Manager 

DATE: November 28, 2018

RE: DBE Review of Bid Submittals – Joint Sealant Replacement at Parking Garage No. 3.
7th Level (PB 18-12)

Please find attached the review of the bids submitted in response to the Invitation for Bids for the Joint Sealant Replacement at Parking Garage No. 3. 7th Level (PB 18-12) at the Palm Beach International Airport. This project was issued with an SBE participation goal of 15%; the bid review attached was performed by Angie Whitaker, Small Business Development Specialists II, of the Office of Small Business Assistance.

If you have any questions, please let me know.

cc: Laura Beebe, Deputy Director, Airport Business Affairs



Date: November 27, 2018

TO: Martha LaVerghetta, Airport Compliance Manager
PBC Department of Airports

Through: Allen Gray, Manager, Office of Small Business Assistance

FROM: Angie Whitaker, Small Business Development Specialist II *AW*

SUBJECT: **Compliance Review on Project #PB 18-12**
Joint Sealant Replacement at Parking Garage #3, 7th Level - PBI

Office of Small Business Assistance
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
FAX: (561) 616-6850
www.pbcgov.com/osba



Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

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The following is a Compliance Review of SBE participation on the above-mentioned project.

Low Bidder: **Innovative Masonry Restoration, LLC**
16264 Lakeside Ave SE
Prior Lake, MN 55372
Phone: (612) 548-5589
Bid Opening: **November 14, 2018**
Bid Amount: **\$ 142,141.00**
Goal: **15% Overall**
Goal Achieved: **22.2244%**

SBE Participation:

1 **Seminole Supply Co., Inc. of Belle Glade**, \$ 31,590.00 **22.2244%**

2nd Low Bidder: **Intron Technologies, Inc.**
2308 Larsen Rd
Jacksonville, Fl 32207
Phone: (904) 731-1445
Bid Opening: **November 14, 2018**
Bid Amount: **\$ 203,073.10**
Goal: **15% Overall**
Goal Achieved: **15%**

SBE Participation:

2 **Intron Technologies, Inc.**, \$ 172,612.135 **0%**
A & Associates Staffing, Inc., dba A&A, \$ 30,460.965 **15%**

Page 1 of 1
Project No: PB 18-12 PBIA



Office of
Small Business Assistance
10 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
FAX: (561) 616-6850
www.pbcgov.com/osba



**Palm Beach County
Board of County
Commissioners**

- Mack Bernard, Mayor
- Dave Kerner, Vice Mayor
- Hal Valeche
- Greg K. Weiss
- Robert S. Weinroth
- Mary Lou Berger
- Melissa McKinlay

County Administrator

Verdenia C. Baker

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Affirmative Action Employer"*

3rd Low Bidder:

Contracting Specialist Inc. South East
1600 North Powerline Road
Pompano Beach, FL 33069
(954) 786-3223
Phone:
Bid Opening: **November 14, 2018**
Bid Amount: **\$ 269,862.00**
Goal: **15% Overall**
Goal Achieved: **5.2860%**

SBE Participation:

Ani Con Services	\$ 14,265.00	5.2860%
3Patriot Medical Solutions	\$ 57,066.04	0%

EVALUATION

The low bidder, Innovative Masonry Restoration, LLC, has met the SBE goal for this project.

cc: Dawn Wynn, Senior Assistant County Attorney
File

- 1 Seminole Supply is a PBC SBE supplier (60%)
- 2 Itron Technologies, Inc. is not a PBC SBE
- 3 Patriot Medical Solutions, LLC is not a PBC SBE

Page 2 of 2
Project No: PB 18-12 PBIA

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
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Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS



Attachment No. 3

March 18, 2019

Jim Dolby, Principal
Innovative Masonry Restoration, LLC
16264 Lakeside Avenue, SE
Prior Lake, MN 55372

**Re: Joint Sealant Replacement at Parking Garage No. 3 (7th Level)
Palm Beach International Airport
Project No. PB 18-12**

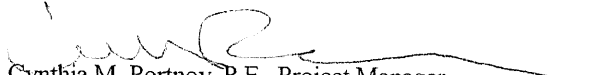
Dear Mr. Dolby:

This letter is to advise you as noted in the Instructions to Bidders Section 5.2 (*excerpt below*) that your failure to execute the Contract sent on January 4, 2019 within fourteen (14) Calendar Days from receipt has resulted in forfeiture of your bid bond and we will pursue executing the contract with the next responsive Bidder.

5.2 Bid Security. Project Bonds. Insurance

5.2.1 Each Bid shall be accompanied by a BID SECURITY (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price pledging that the Bidder will within fourteen (14) Days after Notification from Owner, enter into a contract with the County on the terms stated in its Bid and will furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the County as liquidated damages, not as penalty. If a Bidder fails to execute a Contract for the project, the Bidder may be suspended or debarred from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance. The County may further pursue any and all remedies available against the Contractor for damages resulting from its failure to enter into a contract.

Sincerely,


Cynthia M. Portnoy, P.E., Project Manager
Palm Beach County Department of Airports

CMP:nh

Attachments

cc: Jerry L. Allen – DOA
Gary M. Sypek – DOA
Troy Staples, Granite Re, Inc. w/ attachments
Project File

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

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

Page 1 of 2

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5.2.2 The bid bond shall conform with Paragraph 5.2.4 and be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney. If a bid bond is submitted on a form other than that provided, such submission may result in the bid being declared non-responsive. Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

5.2.3 The County will have the right to retain the bid security of Bidders to whom an award is being, or may be, considered until either (a) the Contract has been executed and the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.2.4 Bond Requirements

5.2.4.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the County may prescribe. Bonds may be secured through the Bidder's usual sources provided the Surety is authorized to do business in the State of Florida.

5.2.4.2 Prior to execution of a Contract, and not later than fourteen (14) calendar Days after Notification from Owner, the successful Bidder shall furnish the following to the Department, on the forms provided in the Bidding Documents:

1. Public Construction Bond in the Amount of 100% of the Contract Price; and
2. Guarantee.

Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the Contract Documents, including but not limited to the Contractor and Surety's obligation for liquidated damages as well as Surety's acknowledgment regarding any and all provisions addressing or regarding "no damages for delay", as provided for in the General Conditions.

Form Revised 07/31/18

Project Specific Non-Federal

Instructions to Bidders - 15

September 2018

PB 18-12, Joint Sealant Replacement at Parking Garage No. 3 -7th Level

Palm Beach International Airport