

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$862,636.54				
Operating Costs					
External Revenues (Grants)	(\$690,109)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$172,527.54				

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 A335 Object 6504
 Reporting Category _____

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

Approval of this item provides budget for the Nationwide contract in the amount of \$862,636.54. Funding sources consist of FDOT grant funds of \$690,109 and Airport local funding in the amount of \$172,527.54. Funds are included in the above referenced account.

C. Departmental Fiscal Review: *MS*

III. REVIEW COMMENTS

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

Debra Lawrence 11/24
 OFMB *pp* *EW* 11/24

J. J. Lawler B13119
 Contract Dev. and Control
 12/3/19

B. Legal Sufficiency:

Anne Delgent 12-5-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2019

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 McNish Group, Inc. 26622 Woodward Ave. Ste. 200 Royal Oak MI 48067	CONTACT NAME: PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No): 248-544-4801 E-MAIL: certs@mcnish.com ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED RMD Holdings Ltd. dba Nationwide Fence and Supply Company 69951 Lowe Plank Road Richmond MI 48062-5365	RMDHO-1	INSURER A: Amerisure Insurance Co. 19488
		INSURER B: Amerisure Mutual Insurance Company 23396
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1404687679

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 <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP206872212	4/2/2019	4/2/2020	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA206950009	4/2/2019	4/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU206872409	4/2/2019	4/2/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC206939709	4/2/2019	4/2/2020	<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
A	Installation Floater Temporary Locations			CPP206872212	4/2/2019	4/2/2020	10,000 Ded 2,000,000 10,000 Ded 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NC 19-1, Perimeter AOA Security Fence Improvements, North Palm Beach County Airport (F45)

Additional Insured on a primary and non-contributory basis as required by written contract: Owner, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Waiver of Subrogation as required by written contract. Thirty (30) days prior written notice except ten (10) days for non payment shall be given to Certificate Holder in the event of cancellation or non-renewal of the insurance.

CERTIFICATE HOLDER**CANCELLATION**

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

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CONTRACT

THIS CONTRACT, made and entered on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and **RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Perimeter AOA Security Fence Improvements
North Palm Beach County General Aviation Airport (F45)
PALM BEACH COUNTY PROJECT No. NC 19-1**

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

- Invitation to Bid and Instructions to Bidders, dated July 2019.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated July 30, 2019.
- General Provisions, dated July 30, 2019.
- Special Provisions, dated July 2019.
- Addendum 1, dated August 23rd, 2019.
- Addendum 2, dated September 6th, 2019.
- Addendum 3, dated September 16th, 2019.
- Drawings, dated July 30, 2019.
- Completed Bid and Attachments, dated September 19, 2019.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Eight Hundred Sixty-Two Thousand Six Hundred Thirty Six and 54/100 Dollars (\$862,636.54)** **Total Bid Amount, Base Bid for Perimeter AOA Fence Improvements at North Palm Beach County General Aviation Airport (F45).**

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

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

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

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

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

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

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: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

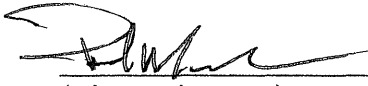
APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney



Director, Department of Airports


“CONTRACTOR”



(witness signature)

Paul Macker

(witness name printed)




(witness signature)

Franco Amicucci

(witness name printed)

By RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.
(Corporate Name)

a Michigan corporation
(insert state of corporation)

By: 

(signatory)

Robert DeMil

(print signatory's name)

Its President
(print title)

(Corporate Seal)

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RECEIVED
2019 NOV 13 AM 9:56
DEPT. OF AIRPORTS
BLDG. 846. PAIA

November 6, 2019

To Whom It May Concern:

Please be advised that per instructions in the contract we are providing the enclosed undated power of attorneys. As agent for Principal and attorney-in-fact, Alan P Chandler, for surety we give our permission for the owner or their representative to date the enclosed bonds. We ask that you advise us of the entered effective date at the below email address

If you have any questions, please feel free to give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Meagan Kress". The signature is fluid and cursive, with a long, sweeping underline that extends to the left.

*Meagan Kress
Senior Surety Administrator
mkress@vtcins.com*

CONTRACT PERFORMANCE BOND

BOND NUMBER: 013130361

BOND AMOUNT: Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100 (\$862,636.54)

CONTRACT AMOUNT: Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100 (\$862,636.54)

CONTRACTOR'S NAME: RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Company

CONTRACTOR'S ADDRESS: 69951 Lowe Plank Rd.

Richmond, MI 48062

CONTRACTOR'S PHONE: (586) 749-6900

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street

Boston, MA 02116

(248) 641-0552

OWNER'S NAME: PALM BEACH COUNTY

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

OWNER'S PHONE: (561) 471-7462

DESCRIPTION OF WORK: The project consists of a total of 1 base bid schedule to Construction of approximately 13,000 linear feet (LF) of new AOA Security Fencing. The new fence will augment the existing fence at the North Palm Beach County General Aviation Airport (F45) and help to reduce wildlife and non-authorized access into the existing AOA, enhancing safety and security at F45 Airport. Demolition of existing fencing, tree trimming, and clearing will also be included in this project.

PROJECT LOCATION: North Palm Beach County General Aviation Airport (F45)
11600 Aviation Road
West Palm Beach, Florida 33412

LEGAL DESCRIPTION: PCN 00-41-42-02-01-001-0000

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100

Dollars (\$ 862,636.54)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: **Perimeter AOA Security Fence Improvements**

Project No.: **NC 19-1**

Project Description: The project consists of a total of 1 base bid schedule to Construction of approximately 13,000 linear feet (LF) of new AOA Security Fencing. The new fence will augment the existing fence at the North Palm Beach County General Aviation Airport (F45) and help to reduce wildlife and non-authorized access into the existing AOA, enhancing safety and security at F45 Airport. Demolition of existing fencing, tree trimming, and clearing will also be included in this project.

Project Location: North Palm Beach County General Aviation Airport (F45)

in accordance with Design Criteria prepared by

CH2M HILL, INC.
1400 Centrepark Blvd, Suite 960
West Palm Beach, FL 33401
Ph: 561-557-8509
Fx: 352-692-4000

Cyriacks Environmental Consulting Services, Inc.
3001 Southwest 15th Street, Suite B
Deerfield Beach, Florida 33442
Ph: 954-571-0290
Fx: 954-480-9962

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

THE CONDITION OF THIS BOND is that if Principal:

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

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


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

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

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

*Perimeter AOA Security Fence Improvements North Palm Beach County General Aviation Airport Palm Beach County Project No. NC 19-1 Department of Airports

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



Witness for the Principal

PRINCIPAL:

RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Company

By:(Print) 

Signature

Robert DeMil - President

Title

(SEAL)

Address:
69951 Lowe Plank Rd.

Richmond, MI 48062

SURETY
Liberty Mutual Insurance Company

By: (Print) 

Signature

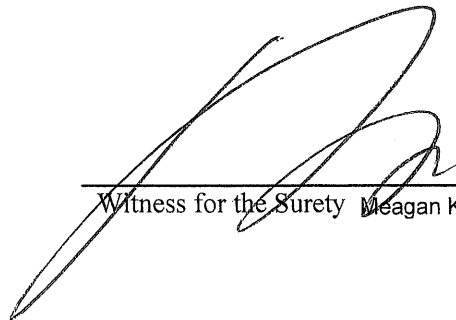
Alan P. Chandler, Attorney-In-fact

Title

Seal

Address
175 Berkeley Street

Boston, MA 02116



Witness for the Surety Meagan Kress

CONTRACT PAYMENT BOND

BOND NUMBER: 013130361

BOND AMOUNT: Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100 (\$862,636.54)

CONTRACT AMOUNT: Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100 (\$862,636.54)

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Richmond, MI 48062

CONTRACTOR'S PHONE: (586) 749-6900

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street
Boston, MA 02116
(248) 641-0552

OWNER'S NAME: PALM BEACH COUNTY

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DESCRIPTION OF WORK: The project consists of a total of 1 base bid schedule to Construction of approximately 13,000 linear feet (LF) of new AOA Security Fencing. The new fence will augment the existing fence at the North Palm Beach County General Aviation Airport (F45) and help to reduce wildlife and non-authorized access into the existing AOA, enhancing safety and security at F45 Airport. Demolition of existing fencing, tree trimming, and clearing will also be included in this project.

PROJECT LOCATION: North Palm Beach County General Aviation Airport (F45)
11600 Aviation Road
West Palm Beach, Florida 33412

LEGAL DESCRIPTION: PCN 00-41-42-02-01-001-0000

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Eight Hundred Sixty Two Thousand Six Hundred Thirty Six and 54/100

Dollars (\$ 862,636.54)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: **Perimeter AOA Security Fence Improvements**

Project No.: **NC 19-1**

Project Description: The project consists of a total of 1 base bid schedule to Construction of approximately 13,000 linear feet (LF) of new AOA Security Fencing. The new fence will augment the existing fence at the North Palm Beach County General Aviation Airport (F45) and help to reduce wildlife and non-authorized access into the existing AOA, enhancing safety and security at F45 Airport. Demolition of existing fencing, tree trimming, and clearing will also be included in this project.

Project Location: North Palm Beach County General Aviation Airport (F45)

in accordance with Design Criteria prepared by

CH2M HILL, INC.
1400 Centrepark Blvd, Suite 960
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Ph: 561-557-8509
Fx: 352-692-4000

Cyriacks Environmental Consulting Services, Inc.
3001 Southwest 15th Street, Suite B
Deerfield Beach, Florida 33442
Ph: 954-571-0290
Fx: 954-480-9962

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

THE CONDITION OF THIS BOND is that if Principal:


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

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

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

** Perimeter AOA Security Fence Improvements North Palm Beach County General Aviation Airport Palm Beach County
Project No. NC 19-1 Department of Airports

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



Witness for the Principal

PRINCIPAL:
RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Company
By: (Print) Robert DeMil

Signature

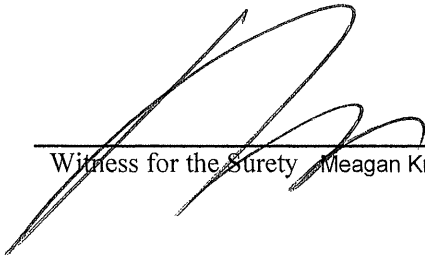
Robert DeMil - President

Title

(SEAL)

Address:
69951 Lowe Plank Rd.

Richmond, MI 48062



Witness for the Surety Meagan Kress

SURETY
Liberty Mutual Insurance Company
By: (Print) Alan P. Chandler

Signature

Alan P. Chandler, Attorney-In-fact

Title

Seal

Address
175 Berkeley Street

Boston, MA 02116



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197252-013056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small, Robert Trobec

all of the city of Troy state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal:
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 25, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of ___, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: NC 19-1

DATE: November 12, 2019

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

RMD Holding, Ltd. d/b/a

1. That he/she is the Secretary of Nationwide Fence & Supply Co. Corporation, a corporation organized and existing in good standing under the laws of the State of Michigan, 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 6th day of December, 2018 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 Robert DeMil 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 12th day of November, 2019.



(Signatory)

Franco Amicucci
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 12th day of November, 2019 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced N/A as identification and who did _____ take an oath.



Notary Signature

Paul Macker

Print Notary Name

NOTARY PUBLIC

State of Florida ~~at Large~~

PAUL MACKER
NOTARY PUBLIC, STATE OF FL
COUNTY OF ST. CLAIR
MY COMMISSION EXPIRES Oct 14, 2024
ACTING IN COUNTY OF
MACOMB

My Commission Expires: 10/14/2024

FORM OF GUARANTEE

GUARANTEE FOR RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply

We, the undersigned, hereby guarantee that the **Perimeter AOA Security Fence Improvements at North Palm Beach County General Aviation Airport (F45)**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of **one year** from the date of issuance to us of the Notice of Substantial Completion of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted.

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

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR
RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA:

By: Robert DeMil
Robert DeMil, President (Signature)

VTC Insurance Group
(Seal) Agent

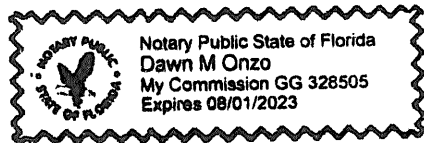
SURETY
LIBERTY MUTUAL INSURANCE COMPANY

By: [Signature]
Wendy L. Hingson, Licensed Florida Resident Agent
STATE OF FLORIDA
COUNTY OF PALM BEACH

By: [Signature]
Alan P. Chandler, Attorney-In-Fact

The foregoing instrument was acknowledged before me this 11th day of November, 2019 by Alan P. Chandler who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.

Dawn M. Onzo
Notary Public, State of Florida: Dawn M. Onzo



My Commission Expires: 8/1/2023
Commission Number: GG328505



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197252-013056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jeffrey A. Chandler, Alan P. Chandler, Ian J. Donald, Wendy L. Hingson, Kathleen M. Irelan, Meagan L. Kress, Susan L. Small, Robert Trobec

all of the city of Troy state of Michigan each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 26, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of November, 2019.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 Activities (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 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: <u>Robert DeMil</u> Print Name: <u>Robert DeMil</u> Title: <u>President</u> Telephone No.: <u>(586) 749-6900</u> Date: <u>11/12/2019</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

COUNTY ADMINISTRATOR
Verdella C. Baker
DEPARTMENT OF AIRPORTS

Palm Beach

INTERNATIONAL AIRPORT




Attachment No. 2

Based on the review by Palm Beach County Department of Airports (Exhibits A & B), it is our intent to recommend the award of the contract to **RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.** for the below listed project:

**Perimeter AOA Security Fence Improvements
North Palm Beach County General Aviation Airport
Palm Beach County Project No. NC 19-1
Department of Airports**

Total Bid Amount, Base Bid: \$862,636.54



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

Dated: October 16, 2019

Posted
RECEIVED
2019 OCT 16 PM 2:33
DEPT. OF AIRPORTS
BLDG. 846, PBIA

2019 OCT 23 PM 5:10
DEPT. OF AIRPORTS
BLDG. 846, PBIA
(Removed)
RECEIVED

46 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
PH: (407) 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 Garden

An Equal Opportunity-Affirmative Action Employer

October 7th, 2019

EXHIBIT "A"

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

Subject: Letter of Recommendation to Award
 Perimeter AOA Security Fence Improvements Project
 North Palm Beach County General Aviation (F45) Airport
 PBC Project No: NC 19-1

Dear Mr. Sypek:

CH2M Hill, Inc., a wholly-owned subsidiary of Jacobs Engineering Group Inc., conducted a technical review of the three bid proposals received by the Palm Beach County Department of Airports on Thursday, September 19th, 2019 at 2:00 pm Local Time for the above-referenced project. The bid proposals were submitted by Alen Construction Group, Inc., McConnie Enterprises, Inc. DBA McConnie Fence Co., and RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co. A summary of the total bids, as submitted, is provided in the table below.

Bidder	Total Bid as Submitted on Bid Form
Alen Construction Group, Inc.	\$1,152,332.00
McConnie Enterprises, Inc. DBA McConnie Fence Co.	\$872,531.50
RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.	\$862,636.54

RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co., submitted the lowest of the three bids at \$862,636.54. A tabular comparison of the bids with the Engineer’s Estimate of Probable Cost and Bid Form Checklist is attached. Based on our analysis, CH2M Hill, Inc., recommends RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co., be awarded the project as the lowest, responsible, and responsive bidder and as technically qualified to perform the scope of work as defined in the bid documents, subject to PBC Dept. of Airports’ DBE review.

Although there are minor clarifications required based on our review, the information provided shows RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co., is generally qualified to perform the scope of work as defined in the bid documents. Examples of clarifications needed include:

- I. Total Amount (Dollars-Cents) provided by bidder under Bid Line Item 14 was \$5,855.50; but the actual total should be \$5,854.50; Making Total Bid Amount off by \$1 (\$862,637.54 vs. \$862,636.54);
- II. Signed cover sheets for all addendums were not included in Bid Package (although acknowledgement of all 3 addendums was included under signed BF 3 of 40);
- III. Under the attached Litigation Statement, three (3) disputes were listed, including one (1) with VDOT; and
- IV. Potts Distribution Company "*Annual Gross Receipts*" information not included under Attachment 11.

For a complete listing of clarifications and review comments, please see the Bid Form Checklist attached.

Please do not hesitate to contact our team if you have any questions.

Sincerely,
CH2M HILL



Joe Sawmiller, P.E.
Project Manager

Enclosed:
Bid Tabulation Review
Bid Form Checklist

cc: Jerry L. Allen, DOA
Cindy Portnoy, DOA
Nancy Herrera, DOA
Kaly Queiroz, CH2M Hill

	A	B	C	D
1	BID FORM CHECKLIST Palm Beach County Department of Airports North Palm Beach County General Aviation Airport (F45) Perimeter AOA Security Fence Improvements			
2				
3				
4				
5				
6				
7	BID FORM ATTACHMENTS	Alen Construction Group, Inc.	McConnie Enterprises, Inc. DBA McConnie Fence Co.	RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.
8	BID FORM / ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (Addendum No. 1-3)	√	*√	*√
9	ADDENDUM NO. 1 (ATTACHED AND SIGNED)	√	√	*X
10	ADDENDUM NO. 2 (ATTACHED AND SIGNED)	√	√	*X
11	ADDENDUM NO. 3 (ATTACHED AND SIGNED)	√	*√	*X
12	BID PRICE FORM (Attachment No. 1 To The Bid Form)	√	√	*√
13	MILESTONE AND DAMAGES DATA (Attachment No. 2 To The Bid Form)	√	√	√
14	DESIGNATION OF SUBCONTRACTORS (Attachment No. 3 To The Bid Form)	*√	*√	*√
15	PRIME CONTRACTOR WORK (Attachment No. 4 To The Bid Form)	*√	*√	*√
16	BID BOND (Attachment No. 5 To The Bid Form)	*√	*√	*√
17	PARTNERSHIP CERTIFICATE (Attachment No. 6a To The Bid Form)	NA	*√	NA
18	LIMITED LIABILITY CERTIFICATE (Attachment No. 6b To The Bid Form)	NA	*√	NA
19	STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO NON-DISCRIMINATION CLAUSE (Attachment No. 7 To The Bid Form)	√	*√	√
20	SCHEDULE 1 LIST OF PROPOSED DBE FIRMS (Attachment No. 8 to the Bid Form) - Base Bid	D	*D	D
21	SCHEDULE 2 LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR (Attachment No. 9 To The Bid Form) - Base Bid	D	*D	D
22	SCHEDULE 3 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL (Attachment No. 10 To The Bid Form) - Base Bid	*D	*D	*D
23	SCHEDULE 6 BIDDER AND SUBCONTRACTOR INFORMATION (Attachment No. 11 To The Bid Form) - Base Bid	√	*√	*√
24	NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES (Attachment No. 12 To The Bid Form)	√	√	√
25	TRENCH SAFETY AFFIDAVIT (Attachment No. 13 To The Bid Form)	√	*√	*√
26	BUY AMERICAN CERTIFICATE (JAN 1991) (Attachment No. 14 to The Bid Form)	√	√	√
27	CERTIFICATION REGARDING FOREIGN PARTICIPATION (Attachment No. 15 To The Bid Form)	√	√	√
28	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (Attachment No. 16 To The Bid Form)	√	√	√
29	FORM OF NONCOLLUSION AFFIDAVIT (Attachment No. 17 To Bid Form)	√	√	√
30	BIDDER QUALIFICATION QUESTIONNAIRE (Attachment No. 18 To Bid Form)	√	*√	*√
31	E-VERIFICATION CERTIFICATION (Attachment No. 19 To Bid Form)	√	√	√
32	SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION (Attachment No. 20 To Bid Form)	√	√	*√
33				
34	√ Indicates that form is submitted as required			
35	*√ Indicates potential irregularity in bid form, subject to DOA review			
36	X Not provided			
37	D Subject to DBE Review			
38				

Cell: C7
Comment: General Comment:
Bid documents were not in order

Cell: C8
Comment: BF-1 Missing.

Bidders License Number - not listed

Cell: D8
Comment: Site Visit: Andre Mil was not present in site visit.

Cell: D9
Comment: Addendum 1 signed cover sheet not included.

Cell: D10
Comment: Addendum 2 signed cover sheet not included.

Cell: C11
Comment: Signature does not match Addendum 1-2 signature

Cell: D11
Comment: Addendum 3 signed cover sheet not included.

Cell: D12
Comment: TOTAL BID AMOUNT PROVIDED: Total Amount provided by bidder on line 14 was \$5,855.50; but it should be \$5,854.50; Making Total Bid Schedule off by \$1 (\$862,637.54 vs. \$862,636.54)

Cell: B14
Comment: Licensing
Allen GC License - license no. provided expired with PZB in 2018; State Website verified-active
Tropic Fence - license no. provided verified active with PZB; State Website not found, but there is license No. CGC053550 under vendor name that is active.
Percentage - listed 57%; but adding percentage for each task adds to 60%

Cell: C14
Comment: Licensing
Cilas Concrete - License not provided. PZB Website not found; State Website not found.
McConnie Fence - PZB Website not found; State Website not found; found Mc Connie Enterprises, Inc. - voided license
Bloodhound - not provided.
Percent of work by Subcontractor - License not listed.

No total subcontractor percentage listed.

Cell: D14
Comment: Licensing
Nationwide - PZB Website license no. not found; State Website verified-active
RPM Landworks - PZB Website license no. not found; State Website not found.
Engenuity Group - PZB Website license no. not found; State Website Active License.
Percentage - no comment

Cell: B15
Comment: Percentage - Total Value Correct; but percentage was rounded up; actual percentage 23.80%

Cell: C15
Comment: Listed subcontractors instead of Prime work descriptions.

Total Dollar Value for Prime: Not listed

Percent Work to be Performed by Prime: Not listed

Cell: D15

Comment: Percentage - listed 99.5% but Prime Total Amount vs. Base Bid = 94.99%

Cell: B16

Comment: Form not completely fill out on BF -10 of 40.

Cell: C16

Comment: Bidder included blank duplicate copy of the attachment

Cell: D16

Comment: "Attested by its" left blank

Cell: C17

Comment: Bidder provided blank duplicates pages

Cell: C18

Comment: Bidder provided blank duplicates pages

Cell: C19

Comment: Attachment 7 provided two copies signed by different personnel

First version: Bidder has NOT participated in contracts subject to non-discrimination clauses.

Second version: Bidder has NOT participated in contracts subject to non-discrimination clauses. Compliance reports section not filled out.

Cell: C20

Comment: Provided blank form

Cell: C21

Comment: Provided blank form

Cell: B22

Comment: DBE goal of 8.5%. DBE portion will be 23.8%, hence exceeding goal.

Cell: C22

Comment: DBE Goal - Unable to meet DBE Goal. No Good Faith Efforts listed.

Cell: D22

Comment: DBE goal of 8.5%
DBE portion will be 8.8% hence exceeding goal.

Cell: C23

Comment: Gross Receipts: Prime not listed. Subcontractors from Attachment 3 not included (Cilas Concrete, Bloodhound).

Cell: D23

Comment: Gross Receipts:
Prime not listed.

Cell: C25
Comment: Trench Safety: Bidder left form blank. There is no trenching as part of the SOW.

Cell: D25
Comment: Trench Safety:
Bidder listed N/A. There is no trenching as part of the SOW.

Cell: C30
Comment: (7) Contractor Qualification Statement: Left blank. No related attachments included.

Cell: D30
Comment: Litigation Statement:
Lists 3 disputes including one with VDOT

Cell: D32
Comment: Qualification Package:
As part of the Contractor's attachments to the qualification package there is a DOT Prequalification Listing, which lists "Maximum Capacity Rating" in Florida at \$65,800. Obtain clarification on what this means.

	Engineer's Estimate	Alen Construction Group, Inc.	McConnie Enterprises, Inc. DBA McConnie Fence Co.	RMD Holdings, Ltd. d/h/a Nationwide Fence & Supply Co.
TOTAL BID AMOUNT, BASE BID (BID SCHEDULE 1) = \$	950,976.67	\$ 1,152,332.00	\$ 872,531.50	\$ 862,636.54


BASE BID (BID SCHEDULE 1)					Engineer's Estimate		Alon Construction Group, Inc.		McConnie Enterprises, Inc. DBA McConnie Fence Co.		RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.		Percentage Change (Compared to Lowest Bid)
Item No.	Bid Item No.	Description	Units	Quantity	Unit Prices	Cost	Unit Prices	Cost	Unit Prices	Cost	Unit Prices	Cost	
1	01000-1	MOBILIZATION	LS	1	\$ 87,689.16	\$ 87,689.16	\$ 57,500.00	\$ 57,500.00	\$ 15,000.00	\$ 15,000.00	\$ 298,203.27	\$ 298,203.27	238%
2	01030-1	MAINTENANCE OF AOA TRAFFIC	LS	1	\$ 102,304.03	\$ 102,304.03	\$ 41,000.00	\$ 41,000.00	\$ 2,547.00	\$ 2,547.00	\$ 64,037.52	\$ 64,037.52	-37%
3	01720-1	PROJECT RECORD DOCUMENTS	LS	1	\$ 21,922.29	\$ 21,922.29	\$ 12,000.00	\$ 12,000.00	\$ 2,695.00	\$ 2,695.00	\$ 1,500.00	\$ 1,500.00	-93%
4	P-150-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL	LS	1	\$ 36,537.15	\$ 36,537.15	\$ 18,300.00	\$ 18,300.00	\$ 7,400.00	\$ 7,400.00	\$ 24,451.98	\$ 24,451.98	-33%
5	P-150-2	INSPECTION OF STORMWATER PIPE AND STRUCTURES	LS	1	\$ 27,021.54	\$ 27,021.54	\$ 5,300.00	\$ 5,300.00	\$ 5,200.00	\$ 5,200.00	\$ 1,500.00	\$ 1,500.00	-94%
6	F-102-5.1	AOA SECURITY FENCE, 7FT CHAINLINK WITH 3 STRANDS BARBED WIRE	LF	12,920	\$ 50.00	\$ 646,000.00	\$ 64.35	\$ 831,402.00	\$ 50.00	\$ 723,520.00	\$ 29.81	\$ 385,145.20	-40%
7	F-102-5.2	SHALLOW FOUNDATION AOA SECURITY FENCE, 7FT CHAINLINK WITH 3 STRANDS BARBED WIRE	LF	155	\$ -	\$ -	\$ 118.00	\$ 18,104.00	\$ 81.90	\$ 9,594.50	\$ 112.11	\$ 17,377.05	Not Available*
8	F-102-5.3	12' AOA SECURITY FENCE VEHICULAR GATE	EA	1	\$ 1,837.50	\$ 1,837.50	\$ 5,300.00	\$ 5,300.00	\$ 1,000.00	\$ 1,000.00	\$ 2,133.19	\$ 2,133.19	10%
9	F-102-5.4	20' AOA SECURITY FENCE VEHICULAR GATE	EA	5	\$ 3,875.00	\$ 18,375.00	\$ 6,500.00	\$ 32,500.00	\$ 1,750.00	\$ 8,750.00	\$ 2,415.54	\$ 12,077.70	-34%
10	F-102-5.5	AOA SECURITY FENCE WARNING SIGN	EA	218	\$ -	\$ -	\$ 130.00	\$ 30,302.00	\$ 60.00	\$ 19,520.00	\$ 156.18	\$ 33,829.24	Not Available*
11	536-001.1	GUARDRAIL (FDOT INDEX 536-001)	LF	203	\$ 30.00	\$ 6,090.00	\$ 120.00	\$ 36,224.00	\$ 125.00	\$ 35,375.00	\$ 26.46	\$ 7,205.18	-10%
12	536-001.2	SHALLOW FOUNDATION GUARDRAIL (FDOT INDEX 536-001)	LF	155	\$ -	\$ -	\$ 280.00	\$ 43,400.00	\$ 170.00	\$ 26,350.00	\$ 55.99	\$ 8,678.45	Not Available*
13	536-001.3	GUARDRAIL END TREATMENT - TRAILING ANCHORAGE (FDOT INDEX 536-001)	EA	2	\$ -	\$ -	\$ 3,200.00	\$ 6,400.00	\$ 3,700.00	\$ 7,400.00	\$ 1,321.03	\$ 2,643.28	Not Available*
14	536-001.4	GUARDRAIL END TREATMENT - PARALLEL APPROACH TERMINAL (FDOT INDEX 536-001)	EA	2	\$ 400.00	\$ 800.00	\$ 7,300.00	\$ 14,600.00	\$ 3,700.00	\$ 7,400.00	\$ 2,927.25	\$ 5,854.50	632%
Bid Schedule 1 Totals						\$ 950,976.67		\$ 1,162,332.00		\$ 872,931.00		\$ 802,036.64	0%

*Line item added post 100% Submittal. Pricing not provided under 100% Estimate

EXHIBIT "B"

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

TO: Gary Sypek
Director, Airport Planning

FROM: Martha LaVerghetta 
Director, Airports Compliance

DATE: October 10, 2019

RE: DBE Review of Bid Submittals – Perimeter AOA Security Fence Improvements
at F45 (NC 19-1)

I have reviewed the bids submitted in response to the Invitation for Bids for Perimeter AOA Security Fence Improvements at the North Palm Beach County General Aviation Airport (F45) (NC 19-1). A summary of responsiveness relative to the DBE requirements is as follows:

Alen Construction Group, Inc. and RMD Holdings, Ltd d/b/a Nationwide Fence & Supply Co. have met the DBE participation goal of 8.5% and have been found responsive to the DBE requirements in accordance with the bid documents.

McConnie Enterprises has been found non-responsive to the DBE requirements for failure to complete all DBE Schedules in accordance with the bid requirements. DBE Schedule 1, Schedule 2 and Schedule 3 were left blank.

If you have any questions, please let me know.

cc: Laura Beebe, Director of Airports
Jerry Allen, Director, Planning and Community Affairs

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

Project/Bid Name: Perimeter AOA Security Fence Improvements Project Bid No: NC 19-1
 Name of Prime Bidder: RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co. Change Order/Task/Amendment No (If Applicable): N/A
 Contact Person: Andre DeMil - Vice President Bid Opening Date: September 19, 2019
 Address: 69951 Lowe Plank Road, Richmond, MI 48062 Department: AIRPORTS
 Phone No.: (586) 749-6900 Fax No: (586) 749-6909 E-mail Address: ademil@nationwidecos.com

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Potts Distributing Company 129 Ball park Road Columbia, LA 71418	Material Supplier	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 76,011.65	\$
Engenuity Group, Inc. 1280 North Congress Avenue, Suite 101 West Palm Beach, FL 33409	Surveying Layout Service	<input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$ 4,990.00	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

*Additional sheets may be used if necessary.

Total Value of DBE Participation \$ 81,001.65

Notes:

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

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

By: Robert DeMil
 Signature
 Robert DeMil - President
 Print Name/Title of Person Executing on Behalf of the Prime

Date: September 19, 2019

Schedule1 (v 07-03-13)

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

Project/Bid No. NC 19-1 Project/Bid Name: Perimeter AOA Security Fence Improvements

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

Name of Prime Bidder: RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.

Name of DBE Firm: Potts Distributing Co

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

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

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
	Material Supplier		\$	\$ 126,686.09
			\$	\$
			\$	\$
			\$	\$

at the following price¹ 126,686.09
(Subcontractor/Supplier's Quote)

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

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

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

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

Potts Distributing Co
Printed Name of DBE Subcontractor
By: *Mable Potts*
Signature

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

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

Project/Bid No. NC 19-1 Project/Bid Name: Perimeter AOA Security Fence Improvements

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

Name of Prime Bidder: RMD Holdings, Ltd. d/b/a Nationwide Fence & Supply Co.

Name of DBE Firm: Engenuity Group, Inc.

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

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

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

Additional Sheets may be used as necessary.

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
F-162-5.1	Surveying Layout Service & Record Drawings	1	\$ 4,990.00	\$4,990.00
			\$	\$
			\$	\$
			\$	\$

at the following price¹ \$4,990.00
(Subcontractor/Supplier's Quote)

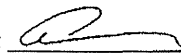
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

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

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

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

C. Andre Rayman
Printed Name of DBE Subcontractor

By: 
Signature

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