

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,079,056.25	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	(\$667,177)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$411,879.25	_____	_____	_____	_____
# 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 A372-222 Object 6504
 Reporting Category _____ A374-222 6504

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

(71)

Approval of this item provides budget for the Contract with All-Site in the amount of \$1,079,056.25. Funding sources consist of Florida Department of Transportation grant funds of \$667,177 and Local funds of \$411,880. Funding is available in the above referenced accounts.

C. Departmental Fiscal Review: Webb McInneson

III. REVIEW COMMENTS

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

Lucy M. [Signature]
 OFMB 11/10/21
 (TW) 11-10-21

[Signature] 11/20/21
 Contract Dev. and Control
 11-17-21 TW

B. Legal Sufficiency:

DeLana C. [Signature] for Anne Helfant
 Assistant County Attorney 11/23/21

C. Other Department Review:

 Department Director

REVISED 11/17

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

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 **ALL-SITE CONSTRUCTION, INC.**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**LNA Fence and Security Improvements
Palm Beach County Park Airport
PALM BEACH COUNTY PROJECT No. LN 21-13**

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 2021.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated July 2021.
- General Provisions, dated July 2021.
- Special Provisions, dated July 2021.
- Addendum No. 1 dated August 18, 2021.
- Addendum No. 2 dated August 27, 2021.
- Drawings, dated July 2021.
- Completed Bid and Attachments, dated 8/31/21; submitted September 2, 2021.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **One Million Seventy Nine Thousand Fifty Six and 25/100 Dollars (\$1,079,056.25)**, Total Bid Amount, Base Bid for the **LNA Fence and Security Improvements at Palm Beach County Park Airport**.

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

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

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

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

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

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

ATTEST:
JOSEPH ABRUZZO, Clerk of the
Circuit Court & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Game Baker
Director, Department of Airports

“CONTRACTOR”

[Signature]
(witness signature)

By All-Site Construction Inc
(Corporate Name)

Felicia Saffold-Turner
(witness name printed)

a Florida corporation
(insert state of corporation)

[Signature]
(witness signature)

By: [Signature]
(signatory)

SYRA SAFFOLD JR.
(witness name printed)

Edna Saffold
(print signatory's name)

Its President
(print title)

(Corporate Seal)

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Discover the Difference.

October 18, 2021

To: Palm Beach County

From: Jason S. Centrella, Allstar Surety Company,
Managing General Agent for Fair American Insurance & Reinsurance Company

RE: Palm Beach County Park Airport, LNA Fencing & Security, Project LN 21-13

Bond # BND1009408-00

To Whom it May Concern:

I authorize the purchasing official for **Palm Beach County** to date the following documents for the captioned bond to match the contract date:

1. Contract date on the bond
2. Bond date on the bond
3. Date on the Power of Attorney

Please return by fax a copy of the dated bond documents to fax # 813-968-8082, or email to our office to askaff@allstarfg.com.



Jason S. Centrella, Attorney-in-Fact
Allstar Surety Company
Managing General Agent for Fair American Insurance & Reinsurance Company

SURETY • FIDELITY • INSURANCE

AllstarFinancialGroup.com
11481 Old St Augustine Rd, Ste 104, Jacksonville, FL 32258
T 904.230.1324 * Toll Free 800.639.4958
F 904.230.0921

CONTRACT PERFORMANCE BOND

BOND NUMBER: **BND1009408-00**

BOND AMOUNT: **\$1,079,056.25**

CONTRACT AMOUNT: **\$1,079,056.25**

CONTRACTOR'S NAME: **All-Site Construction Inc.**

CONTRACTOR'S ADDRESS: **2915 E Tamarind Ave**
West Palm Beach, FL 33407

CONTRACTOR'S PHONE: **(561) 848-1110**

SURETY COMPANY: **Fair American Insurance and Reinsurance Company**

SURETY'S ADDRESS: **365 Northridge Rd, Ste 400**
Atlanta, GA 30350
(404) 522-3898

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: Demolition of the existing perimeter fence, clearing and grubbing, tree removal, installation of new security fence, installation of new manual and electric gates (vehicle and pedestrian) with card access readers, and installation of security cameras.

PROJECT LOCATION: Palm Beach County Park Airport
Palm Beach County, Florida

LEGAL DESCRIPTION: PCN 00 43 44 32-00-006-0010, 00-43-44-28-00-001-3020,
00-43-44-31-00-000-0580

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **One Million Seventy Nine Thousand Fifty Six and 25/100 Dollars (\$1,079,056.25) Total Bid Amount, 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 dated _____, 20__, entered into a contract with the County for

Project Name: **LNA Fence and Security Improvements**

Project No.: **LN 21-13**

Project Description: The work generally consists of the following: demolition of the existing perimeter fence, clearing and grubbing, tree removal, installation of new security fence, installation of new manual and electric gates (vehicle and pedestrian) with card access readers, and installation of security cameras at Palm Beach County Park Airport.

Project Location: Palm Beach County Park Airport
Palm Beach County, Florida

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: AECOM
LOCATION OF FIRM: 2090 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, FL 33409
PHONE: 561-684-3375
FAX: N/A

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20__ between Principal and County for the construction of **LNA Fence and Security Improvements at Palm Beach County Park Airport, Contract No. LN 21-13** the contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, the County sustains because of a default by Principal under the contract and;
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

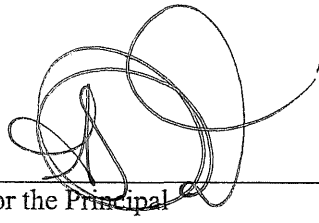
Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

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

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

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

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

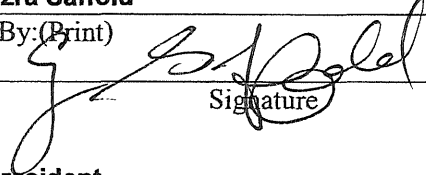


Witness for the Principal

PRINCIPAL: All-Site Construction Inc.

Ezra Saffold

By: (Print)



Signature

President

Title

(SEAL)

Address:

2915 E Tamarind Ave

West Palm Beach, FL 33407

SURETY Fair American Insurance and Reinsurance Company

Jason S. Centrella

By: (Print)



Signature

Attorney-in-Fact & Florida Resident Agent

Title


Seal

Address

365 Northridge Rd, Ste 400

Atlanta, GA 30350

(404) 522-3898



Witness for the Surety

CONTRACT PAYMENT BOND

BOND NUMBER: BND1009408-00

BOND AMOUNT: \$1,079,056.25

CONTRACT AMOUNT: \$1,079,056.25

CONTRACTOR'S NAME: All-Site Construction Inc.

CONTRACTOR'S ADDRESS: 2915 E Tamarind Ave

West Palm Beach, FL 33407

CONTRACTOR'S PHONE: (561) 848-1110

SURETY COMPANY: Fair American Insurance and Reinsurance Company

SURETY'S ADDRESS: 365 Northridge Rd, Suite 400

Atlanta, GA 30350

(404) 522-3898

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: Demolition of the existing perimeter fence, clearing and grubbing, tree removal, installation of new security fence, installation of new manual and electric gates (vehicle and pedestrian) with card access readers, and installation of security cameras.

PROJECT LOCATION: Palm Beach County Park Airport
Palm Beach County, Florida

LEGAL DESCRIPTION: PCN 00 43 44 32-00-006-0010, 00-43-44-28-00-001-3020,
00-43-44-31-00-000-0580

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

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

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of **One Million Seventy Nine Thousand Fifty Six and 25/100 Dollars (\$1,079,056.25) Total Bid Amount, 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 dated _____, 20__, entered into a contract with the County for

Project Name: **LNA Fence and Security Improvements**

Project No.: **LN 21-13**

Project Description: The work generally consists of the following: demolition of the existing perimeter fence, clearing and grubbing, tree removal, installation of new security fence, installation of new manual and electric gates (vehicle and pedestrian) with card access readers, and installation of security cameras at Palm Beach County Park Airport.

Project Location: **Palm Beach County Park Airport
Palm Beach County, Florida**

in accordance with Design Criteria prepared by

NAME OF ARCHITECTURAL FIRM: **AECOM**
LOCATION OF FIRM: **2090 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, FL 33409**
PHONE: **561-684-3375**
FAX: **N/A**

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

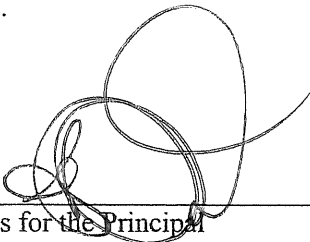
THE CONDITION OF THIS BOND is that if Principal:

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 **LNA Fence and Security Improvements at Palm Beach County Park Airport, Contract No. LN 21-13**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and:
2. Pays COUNTY all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract.

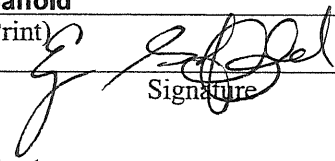
Then this bond is void; otherwise it remains in full force.

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

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



Witness for the Principal

PRINCIPAL:
Ezra Saffold
By: (Print) _____


Signature
President

Title

(SEAL)

Address:
2915 E Tamarind Ave

West Palm Beach, FL 33407

Fair American Insurance and
SURETY Reinsurance Company
Jason S. Centrella
By: (Print) _____

Signature



Witness for the Surety

Attorney-in-Fact & Florida Resident Agent

Title

Seal

Address
365 Northridge Rd, Ste 400

Atlanta, GA 30350

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: LN 21-13

DATE: 10/18/21

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

1. That he/she is the Secretary of All Site Construction 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 14th day of September, 2021 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 Ezra Saffold 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 18th day of October, 2021.

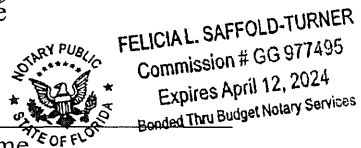
[Handwritten Signature]
(Signatory)

(CORPORATE SEAL)

Ezra Saffold
(Print Signatory's Name)
It's Secretary

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me by means of [X] physical presence or [] online notarization, this 18th day of October, 2021 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced [] as identification and who did (did not) take an oath.

[Handwritten Signature]
Notary Signature



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

Federal Front End Documents
LNA Fence and Security Improvements
Palm Beach County Park Airport

Contract Documents v 061021
July 2021

FORM OF GUARANTEE

GUARANTEE FOR _____

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

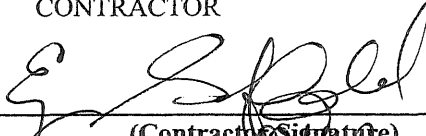
In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects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

DATED _____
(Notice of Substantial Completion Date)

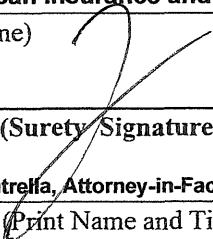
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal)

CONTRACTOR

By: 
(Contractor Signature)
Eric Spel, President
(Print Name and Title)

Fair American Insurance and Reinsurance Company
(Surety Name) _____ (Seal)

By: 
(Surety Signature)
Jason S. Centrella, Attorney-in-Fact & Florida Resident Agent
(Print Name and Title)

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

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas Berrett Miller of Jacksonville, Florida EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship 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.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 7th day of January 2020.



Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

By: 
Suzanna A. Spañidos, Senior Vice President

STATE of NEW YORK
COUNTY of NEW YORK

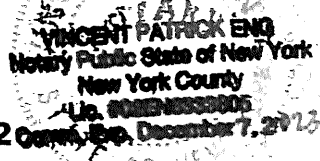
On January 07, 2020 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

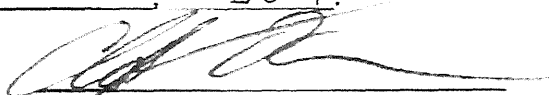
WITNESS my hand and official seal.

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the _____ day of _____, 2021.




Christopher O'Gwen, Senior Vice President

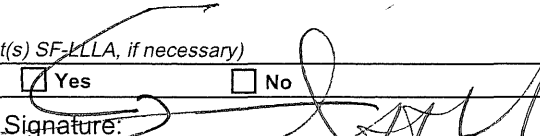
No. 5042
BND1009408.00

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		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
(attach Continuation Sheet(s) SF-LLLA, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)		
15. Continuation Sheet(s) SF-LLLA attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Erica Saffold Title: President Telephone No.: 601-848-1110 Date: 10/18/21	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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

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

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard



COUNTY ADMINISTRATOR
Verdenia C. Baker
DEPARTMENT OF AIRPORTS

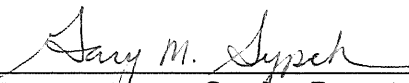


Attachment No. 2

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 **All-Site Construction, Inc.** for the
below listed project:

**LNA Fence and Security Improvements
Palm Beach County Park Airport
Palm Beach County Project No. LN 21-13
Department of Airports**

Total Bid Amount, Base Bid: \$1,079,056.25



**Gary M. Sypek, Senior Deputy Director
Palm Beach County Department of Airports**

Dated: October 5, 2021

(Page 1 of 6)

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

September 30, 2021

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

Exhibit "A"

RE: PBC Project No. LN 21-13
LNA Fence and Security Improvements
Palm Beach International Airport
Bid Tabulation and Contract Award Recommendation

Gary:

AECOM Technical Services, Inc. (AECOM) has reviewed the submitted bid for the referenced project. The Bid Opening was conducted on September 2, 2021 at 2:00 PM, the established deadline for submission of bids.

A total of three (3) bids were received for this project from local contractors: All-Site Construction, Inc, Gomez and Son Fence, Corp., and Ranger Construction Industries. The three contractor bids, along with the Engineer's Estimate, are presented in the table below.

BIDDER	BASE BID PRICE
Engineer's Estimate	\$1,223,600.00
All-Site Construction, Inc.	\$1,079,056.25
Ranger Construction Industries	\$1,339,999.00
Gomez and Son Fence, Corp.	\$1,423,150.00

AECOM's review of the bids indicated the following:

- All-Site Construction, the lowest bidder, completed the Bid Form and included the acknowledgment of all addenda (2) and all necessary attachments per the bid documents. AECOM has confirmed All-Site Construction as the Prime Contractor, will perform a minimum of 25% of the work.
- Ranger Construction completed the Bid Form and all necessary attachments as required per the bid documents, including the acknowledgment of all two (2) issued addenda. Ranger Construction as the Prime Contractor, will perform a minimum of 27% of the work.
- Gomez and Son Fence completed the Bid Form and included the acknowledgment of all addenda (2) and all necessary attachments with the exception of Attachment 6a and 6b. Gomez and Son has not listed any subcontractors on Attachment 3 and has indicated they will be performing 90% of the Contract. Signatures were missing from a number of attachments including the Bid Bond, Attachment 5.



Each Bidder provided a list of previous projects validating their qualifications, capabilities, and experience with their Bid. All-Site, the lowest bidder provided references for support of their work experience. AECOM verified the references provided by All-Site, and their fencing subcontractor and received very positive reviews of the work performed by each. Ranger Construction, the second lowest bidder, has previous experience working on projects for the DOA and AECOM.

AECOM's review showed all Bids were calculated correctly on the Bid Price form and both All-Site and Ranger appear to have submitted complete responsive bids.

Based on AECOM's evaluation of the qualifications, experience, and the bids submitted, it is our recommendation that the DOA award the LN 21-13, LNA Fence and Security Improvements Contract to the lowest responsible/responsive bidder, All-Site Construction, Inc., contingent on the DOA's legal and DBE 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". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andrew Kacer, PE
VP

enclosures: Bid Tabulation
Bid Review Checklist

L:\Legacy\USTPA3FP001\Data\Projects\Aviation\PBIA2018\Amendment 1\60613473 Task I-19-LNA-A-007 LNA Fence and Security\400-Technical\490 Bid and Award\490.2 LN 21-13\Bid Recommendation\Bid Recommendation.docx

PALM BEACH COUNTY - DEPARTMENT OF AIRPORTS
PALM BEACH COUNTY PARK AIRPORT
LN 21-13: LNA FENCE AND SECURITY IMPROVEMENTS
BID TABULATION
9/28/2021

BASE BID				ENGINEER'S ESTIMATE		ALL-SITE CONSTRUCTION		GOMEZ AND SONS FENCE		RANGER CONSTRUCTION	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
0104-10-3	SEDIMENT BARRIERS	LF	3,400	\$5	\$17,000	\$4.40	\$14,960.00	\$4.00	\$13,600.00	\$3.35	\$11,390.00
0104-11	FLOATING TURBIDITY BARRIER	LF	200	\$25	\$5,000	\$105.00	\$21,000.00	\$50.00	\$10,000.00	\$14.70	\$2,940.00
C-105-1	MOBILIZATION (10% Max. of Total Project Cost)	LS	1	\$90,000	\$90,000	\$105,000.00	\$105,000.00	\$110,000.00	\$110,000.00	\$130,000.00	\$130,000.00
01030-1	MAINTENANCE OF AIR OPERATION AREA TRAFFIC	LS	1	\$70,000	\$70,000	\$52,500.00	\$52,500.00	\$50,000.00	\$50,000.00	\$123,952.80	\$123,952.80
0526-1-2	PAVERS, ARCHITECTURAL, SIDEWALK	SY	4.5	\$1,500	\$6,750	\$1,312.50	\$5,906.25	\$2,000.00	\$9,000.00	\$670.50	\$3,017.25
0519-78	BOLLARDS	EA	17	\$900	\$15,300	\$1,050.00	\$17,850.00	\$1,000.00	\$17,000.00	\$875.70	\$14,886.90
0581-1-1	RELOCATE TREES AND PALMS, PALM, 14' OF CLEAR TRUNK	EA	11	\$5,000	\$55,000	\$5,775.00	\$63,525.00	\$4,500.00	\$49,500.00	\$2,131.00	\$23,441.00
0581-1-2	RELOCATE TREES AND PALMS, PALM, 14' OF CLEAR TRUNK	EA	4	\$7,500	\$30,000	\$6,825.00	\$27,300.00	\$4,500.00	\$18,000.00	\$1,657.40	\$6,629.60
F-162.5.1	7-FT GALVANIZED CHAIN LINK FENCE WITH BARBED WIRE	LF	12,500	\$50	\$625,000	\$40.95	\$511,875.00	\$59.00	\$737,500.00	\$62.00	\$775,000.00
F-162.5.3	SWING GATE (24 FT OPENING)	EA	4	\$12,000	\$48,000	\$3,885.00	\$15,540.00	\$8,200.00	\$32,800.00	\$4,999.50	\$19,998.00
F-162.5.4	PEDESTRIAN GATE (4 FT OPENING)	EA	1	\$2,500	\$2,500	\$3,150.00	\$3,150.00	\$2,500.00	\$2,500.00	\$1,139.10	\$1,139.10
F-162.5.5	ELECTRONIC VEHICLE SLIDE GATE (20 FT OPENING)	EA	1	\$50,000	\$50,000	\$15,750.00	\$15,750.00	\$85,000.00	\$85,000.00	\$5,919.40	\$5,919.40
F-162.5.6	ELECTRONIC PEDESTRIAN GATE (4 FT OPENING)	EA	3	\$10,000	\$30,000	\$4,725.00	\$14,175.00	\$10,000.00	\$30,000.00	\$1,183.90	\$3,551.70
P-151-4.1	CLEARING AND GRUBBING	ACRE	0.25	\$18,000	\$4,500	\$63,000.00	\$15,750.00	\$25,000.00	\$6,250.00	\$58,473.00	\$14,618.25
P-151-4.3	FENCE REMOVAL	LF	11,500	\$6.50	\$74,750	\$6.30	\$72,450.00	\$6.00	\$69,000.00	\$7.15	\$82,225.00
T-901-5.1	SEEDING	1,000 SF	20	\$90	\$1,800	\$157.50	\$3,150.00	\$750.00	\$15,000.00	\$822.70	\$16,454.00
13700-1	ELECTRICAL VEHICLE GATE ACCESSORIES WITH CARD READER	EA	1	\$30,000	\$30,000	\$35,700.00	\$35,700.00	\$58,000.00	\$58,000.00	\$51,017.00	\$51,017.00
13700-2	ELECTRICAL PEDESTRIAN GATE ACCESSORIES WITH CARD READER	EA	3	\$9,000	\$27,000	\$7,875.00	\$23,625.00	\$16,000.00	\$48,000.00	\$5,952.00	\$17,856.00
13700-3	SECURITY CAMERAS	EA	4	\$9,000	\$36,000	\$11,025.00	\$44,100.00	\$14,000.00	\$56,000.00	\$7,510.90	\$30,043.60
13700-4	MODIFICATIONS TO EXISTING VEHICLES DETECTION LOOP	LS	1	\$5,000	\$5,000	\$15,750.00	\$15,750.00	\$6,000.00	\$6,000.00	\$5,919.40	\$5,919.40
TOTAL BASE BID CONSTRUCTION COST					\$1,223,600		\$1,079,056.25		\$1,423,150.00		\$1,339,999.00

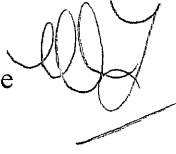
Page 4 of 6

Description	All-Site Construction, Inc.	Gomez and Son Fence, Corp.	Ranger Construction Industries
Addendum No. 1 Acknowledgment	✓	✓	✓
Addendum No. 2 Acknowledgment	✓	✓	✓
Bid Form (Pages BF-2 and BF-3)	✓	✓	✓
Bid Price Form (Page BF-4.1R) (Attachment No. 1)	✓	✓	✓
Milestone and Damages Data (Attachment No. 2)	✓	✓	✓
Designation of Subcontractors (Attachment No. 3)	✓	No Sub Listed	✓
Prime Contractor Work (Attachment No. 4)	✓		✓
Prime Contractor Participation (Goal = 25%)	25%	90%	27%
Bid Bond (Attachment No. 5)	✓	Not Signed	✓
Surety (Part of Attachment No. 5)	✓	✓	✓
Partnership Certificate (Attachment No. 6a)	N/A	Not Submitted	N/A
Limited Liability Company Certificate (Attachment No. 6b)	N/A	Not Submitted	N/A
Statement of Participation in Contracts subject to Non-Discrimination Clause (Attachment No. 7)	✓	Not Signed	✓
Schedule 1 - List of Proposed DBE Firms (Attachment No. 8)	These Sections will be reviewed by the Palm Beach Department of Airports.	These Sections will be reviewed by the Palm Beach Department of Airports.	These Sections will be reviewed by the Palm Beach Department of Airports.
Schedule 2 Letter of Intent to Perform as a DBE Subcontractor (Attachment No. 9)			
Schedule 3 Demonstration of Good Faith Effort to Achieve DBE Goal (Attachment No. 10)			
DBE Participation (Goal = 14%)			
Schedule 6 Bidder and Subcontractor Information (Attachment No. 11)	✓	✓	✓
Notice of Requirement for Certification of Non-Segregated Facilities (Attachment No. 12)	✓	✓	✓
Trench Safety Certificate (Attachment No. 13)	✓	✓	✓
Buy American Certificate (Attachment No. 14)	✓	✓	✓
Certificate Regarding Foreign Participation (Attachment No. 15)	✓	✓	✓
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Attachment No. 16)	✓	✓	✓
Form of Noncollusion Affidavit (Attachment No. 17)	✓	✓	✓
Bidder Qualification Questionnaire (Attachment No. 18)	✓	Not Signed	✓
E-Verification Certification (Attachment No. 19)	✓	✓	✓
Safety Plan Compliance Document (SPCD) Certification (Attachment No. 20)	✓	✓	✓

**INTEROFFICE MEMORANDUM
DEPARTMENT OF AIRPORTS**

Exhibit "B"

TO: Gary Sypek
Senior Deputy Director

FROM: Martha LaVerghetta 
Director, Airports Compliance

DATE: September 29, 2021

RE: Invitation to Bid for Fence and Security Improvements at Palm Beach County
Park Airport (LNA)
Project No. LN 21-13

I have reviewed the three (3) proposals submitted in response to the solicitation issued for Fence and Security Improvements at the Palm Beach County Park Airport (LNA).

The following two (2) proposers have met and exceeded the DBE participation goal of 14%.

- All-Site Construction, Inc.
- Ranger Construction Industries, Inc.

The third proposer, Gomez and Sons Fence, Corp., has been found non-responsive to the DBE participation requirements for failure to complete and sign Schedules 1, 2, and 3 in accordance with the solicitation and contract documents.

If any further information is required, please let me know.

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

Project/Bid Name: LNA Fence and Security Improvements Project Bid No: LN 21-13

Name of Prime Bidder: All-Site Construction Inc Change Order/Task/Amendment No (If Applicable): N/A

Contact Person: Ezra Saffold Bid Opening Date: 9/2/21

Address: 2915 E Tamarind Ave West Palm Beach FL 33407 Department: AIRPORTS

Phone No.: 561-848-1110 Fax No: 561-848-1132 E-mail Address: Ezra@allsiteinc.net

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
All-Site Construction Inc	Sitework	<input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	1,766,556.25		\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$
		<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	\$	\$	\$	\$

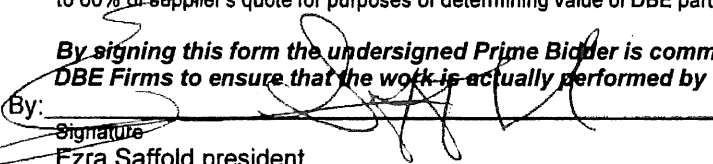
*Additional sheets may be used if necessary.

Total Value of DBE Participation \$ 1,766,556.25

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: 
Signature
Ezra Saffold president
Print Name/Title of Person Executing on Behalf of the Prime

Date: 8/31/21

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

Project/Bid No.: **LN 21-13** Project/Bid Name: **LNA Fence and Security Improvements** _____

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

Name of Prime Bidder: All-Site Construction, Inc _____

Name of DBE Firm: All-Site Construction, 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
1	Site work	1/LS	\$	\$ <u>166,556.25</u>
			\$	\$
			\$	\$
			\$	\$

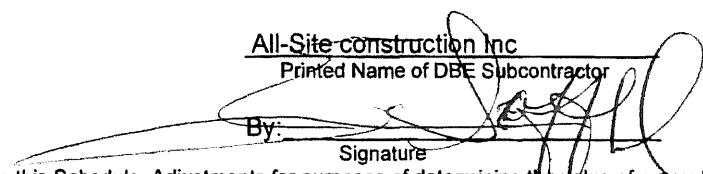
at the following price¹ 166,556.25
(Subcontractor/Supplier's Quote)

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:

<u>All-Site Construction Inc</u>	\$ <u>166,556.25</u>	<input checked="" type="checkbox"/> DBE Certified <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE Certified <input type="checkbox"/> Non-DBE
(Name of Subcontractor)	(Amount of Subcontract)	
_____	\$ _____	
(Name of Subcontractor)	(Amount of Subcontract)	

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.

All-Site construction Inc
 Printed Name of DBE Subcontractor
 By: 
 Signature

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

Federal Front End Documents

Project

Palm Beach County Park Airport

Bid Forms-rev 070121

July 2021

**SCHEDULE 3 DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE DBE GOAL
(Attachment No. 10 To The Bid Form)**

Project/Bid No.: LN 21-13

Date: 8/31/21

Project Name: LNA fence & Security Improvements

Bidder Name: All-Site Construction Inc

The undersigned Bidder intends to satisfy the requirements of the Invitation to Bid related to Disadvantaged Business Enterprise (DBE) utilization in the following manner:

 The Bidder has committed to a minimum of 14 %¹ DBE utilization on this Project. *(Complete blank - if the percentage will equal or exceed the DBE goal.)*

 If unable to meet the DBE goal of _____ %, the Bidder has committed to a minimum of _____ %¹ DBE utilization on this Project and will demonstrate its good faith efforts to achieve the DBE goal. *(Complete blank - if percentage is less than the DBE goal.)*

By:  _____
Signature

Print Name/Title: Ezra Saffold, President

¹ The percentage committed to on this form must be supported by the dollar amounts listed on Schedules 1 and 2. Errors in calculating the DBE percentage may result in a correction of the DBE percentage pursuant to Section 11.4 of the Instructions to Bidders. In the event the DBE goal is not achieved, failure to submit evidence of good faith efforts shall cause the bid submitted by the Bidder to be nonresponsive to the Invitation to Bid.

THE REMAINDER OF THIS FORM MUST BE COMPLETED IF THE BIDDER HAS BEEN UNABLE TO ACHIEVE THE DBE GOAL.

In the event Bidder is unable to achieve the DBE goal, the Bidder is required to demonstrate that the Bidder took all necessary and reasonable steps to secure participation by certified DBE firms by their scope, intensity and appropriateness to the objective. Mere pro forma efforts such as blanket mailings or e-mails requesting quotes without further efforts will not be considered a good faith effort. The quality, quantity and intensity of the Bidder's efforts will be considered in determining good faith efforts. Actions constituting evidence of good faith efforts are described in Appendix A to 49 CFR Part 26. Such actions include, but are not limited to, the actions identified in this form. Schedule 3 is not intended to be an exhaustive list of the actions that may be taken in an effort to achieve the DBE goal.

Failure to complete Schedule 3 in its entirety and submit information as required by this Schedule 3 shall cause the bid submitted by the Bidder to be nonresponsive to the Invitation to Bid when the DBE goal has not been achieved; however, completion of the form alone will not necessarily result in a finding of good faith efforts. The purpose of Schedule 3 is to provide detailed information to the Owner regarding the scope, intensity and appropriateness of the steps taken by each Bidder to achieve the DBE goal. Determinations of good faith efforts are intrinsically fact-specific and are made taking into consideration the evidence provided by each Bidder as to its efforts. Failure to provide sufficient evidence of good faith efforts shall cause the bid submitted by the Bidder to be nonresponsive to the Invitation to Bid when the DBE goal has not been achieved.

Schedule 3
Page 1 of 11
V 10-19-15

Federal Front End Documents

Project

Palm Beach County Park Airport

Bid Forms-rev 070121

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