Agenda Item #:

3H-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: December 20, 2022		[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: 1	Facilities Development & Oper	ations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 22-007 to the annual minor construction contract with Ralph Della-Pietra, Inc. (R2020-1575) in the amount of \$1,121,481 for the Fire Station 49 Temporary Trailer Installation project for a period of 180 calendar days from notice to proceed.

Summary: On October 20, 2020, the Board of County Commissioners (Board) approved the annual minor construction contract (R2020-1575) with Ralph Della-Pietra, Inc. (Contractor) for repairs, improvements and renovations to County properties. Work Order No. 22-007 authorizes the coordination, procurement and installation of a temporary trailer and all associated infrastructure for use as a temporary fire station during construction of the new Fire Station 49 facility. There has been extensive growth along Lyons Road between Boynton Beach Boulevard and West Atlantic Avenue. Unfortunately, this growth has contributed to an increased emergency response time at several communities west of Boynton Beach and Delray Beach. The temporary trailer will allow for reduced emergency response times during construction of the new Fire Station 49, which will be located at 12555 Lyons Rd. in Boynton Beach. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 180 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve substantial completion within the contract time or approved time extension thereof are \$350 per day. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000; or 2) 10% Small Business Enterprises (SBE) Price Preference for projects \$100,000 or greater; or 3) a minimum mandatory 25% SBE subcontracting goal for multi-trade projects \$100,000 and over. Since this is a multi-trade project over \$100,000, the applicable API is a mandatory subcontracting goal of 25% SBE participation. The Contractor is an SBE and committed to 64% SBE participation on this work order. To date, the overall SBE participation on the annual minor construction contract is 74.47%. The Contractor is a local business. Funding for this project is from the Fire Rescue Improvement fund. (Capital Improvements Division) District 5 (MWJ)

Background & Justification: This project was openly and competitively procured. Bids for this project were opened on October 6, 2022 and Ralph Della-Pietra, Inc. submitted the lowest responsive and responsible bid. The temporary trailer will reduce emergency response times during construction of the new Fire Station 49.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 22-007
- 4. Bid Summary
- 5. Annual Contract Minor Construction 19602: Control Sheet

Recommended I	By: Darni 1. Ayal	alles/11/21/22
	Department Director	Date
Approved By:	Morker	()12/1/22
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Sum	mary of Fiscal Impact:				
Fiscal Years	2023	2024	2025	2026	2026
Capital Expenditu	res <u>\$1,293,630</u>	-		· · · · · · · · · · · · · · · · · · ·	
Operating Costs		-			
External Revenues		-			
Program Income (County)				Arministra de Arministra de Característico de Ca
In-Kind Match (Co	ounty				
NET FISCAL IMP	ACT \$1,293,630				
# ADDITIONAL FT POSITIONS (Cum	E				
Is Item Included Does this item in federal funds?	in Current Budget clude the use of	Yes Yes	X No		- -
Budget Account	No: Fund 3700 Fund 3700	•	Unit <u>F130</u> Unit <u>F130</u>		
The funding source fo	r this work is from the \$1,121,481.00 \$ 60,000.00 \$ 112,148.10				
C. Departmental		I. REVIEW O	COMMENTS		
A. OFMB Fiscal a	and/or Contract Develo	opment Comn	nents:	. 1	
OFMB YAT	28/2 108/ ESW	11/28	Contract Develop	ment and Contro	m /// 30/
B. Legal Sufficient Assistant Count	20/11/	13422			7
C. Other Departm	177	_			

This summary is not to be used as a basis for payment.

ATTACHMENT # 1

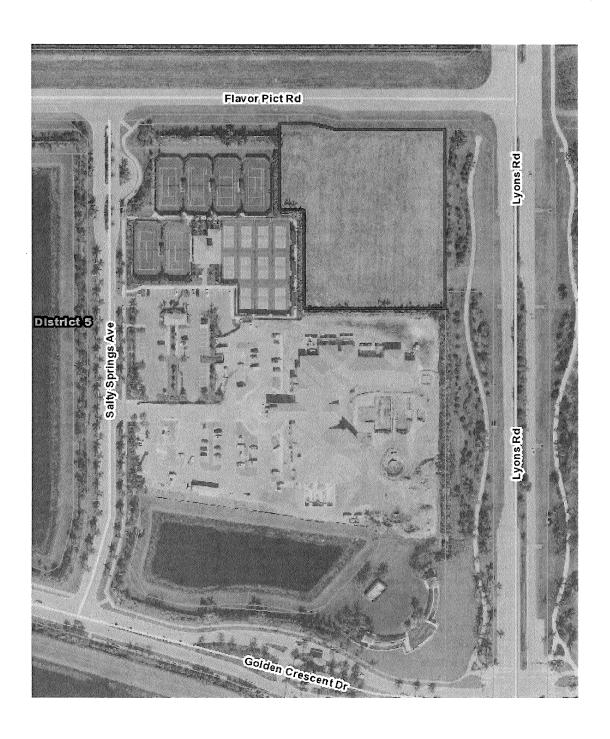
LOCATION MAP

Project Number: 2022-009383

Project Name: Fire Station 49 – Install Temporary Trailer

Location: 12555 Lyons Rd Boynton Beach, FL 33473

District: 5



PHONE: 233-0271

BUDGET AVAILABILITY STATEMENT

REQUESTED BY: Sunil Jagoo

REQUEST DATE: 10/26/22

PROJECT TITLE: Fire Station 49 – install temporary trailer (Same as CIP or IST, if applicable)	IST PLANNING NO.:
ORIGINAL CONTRACT AMOUNT: \$	
REQUESTED AMOUNT: \$1,121,481.00	BCC RESOLUTION#:
eFDO #: 2022-009383	DATE:
CSA or CHANGE ORDER NUMBER:	
LOCATION: 12555 Lyons Rd., Boynton Beach	
BUILDING NUMBER: 1684	
DESCRIPTION OF WORK/SERVICE LOCATION: Install a temporary Tr	railer for Fire Station 49 use
PROJECT/ W.O . NUMBER: 2022-009383	
CONSULTANT/CONTRACTOR: Ralph Della Pietra, Inc. (minor)	
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICENSULTANT/CONTRACTOR:	ICES TO BE PROVIDED BY THE
Install a temporary trailer and all associated infrastructure for use as a fire sta	ation while main building is being built.
CONSTRUCTION \$1,121,481.00 PROFESSIONAL SERVICES \$ NA STAFF COSTS* \$ 60,000.00 EQUIP. / SUPPLIES \$ NA CONTINGENCY \$ 112,148.10 TOTAL \$1,293,629.10 * By signing this BAS your department agrees to these CID staff charges and your as by FD&O. Unless there is a change in the scope of work, no additional staff charge costs of \$250,000 or greater, staff charges will be billed as actual and reconciled as	es will be billed. If this BAS is for construction
Facilities Management or ESS staff your department will be billed actual hours wor	
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one	e and order in which funds are to be used):
FUND: \$700 DEPT: 44/ UNIT: F130	OBJ: 6502 \$1,121,481 (1)
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and Ad Valorem (Amount \$)	-
☐ State (source/type: Amount \$) ☐ Federal (source/	(type: Amount \$
☐ Grant (source/type:Amount \$) ☐ Impact Fees: (A	mount \$)
☐ Other (source/type:Amount \$)	
Department: Fire Rescue	
BAS APPROVED BY:	DATE 10-26-2022
ENCUMBRANCE NUMBER:	· · · · · · · · · · · · · · · · · · ·

Project No. 2022-009383

WORK ORDER 22-007 TO ANNUAL CONTRACT R2020-1575 FOR MINOR CONSTRUCTION PROJECT NAME: FIRE STATION 49 – INSTALL TEMPORARY TRAILER PROJECT NO. 2022-009383

THIS WORK ORDER is made as of	by and between
Palm Beach County, a political subdivision of the State of Florida, by an	nd through its Board of
County Commissioners, hereinafter referred to as "Owner", and Ralph Del	la-Pietra, Inc., a Florida
corporation, authorized to do business in the State of Florida, whose Fed	eral ID# is 59-2554716
hereinafter referred to as "Contractor"	

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 10/20/20 (R2020-1575) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount. Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$1,121,481.00 for the construction costs of installing a temporary trailer and all associated infrastructure for use as a fire station while main building is being built as set forth on the Bid Form attached hereto and incorporated herein by reference.
- **3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **180** calendar days from Notice to Proceed. Liquidated Damages are \$350/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- **4. APIs.** The APIs applicable to this Contract are attached hereto.
- **5. EBO Participation to Date.** To date Contractor has achieved <u>59.21</u>% SBE subcontracting participation on this Contract. Contractor will provide <u>64</u>% on this Work Order.
- **6.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2 APIs

Project No. 2022-009383

Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)
Addenda 1 & 2

7. <u>Annual Contract Modifications and Additions.</u> The following provisions of the Annual Contract are modified as follows:

Section 5.2 of the "Instructions to Bidders" of the Contract is modified to include the following new section:

5.2.5 Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

Worker's Compensation and Employer's	
Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

- **83.1** Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

Project No. 2022-009383

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

- 83.3 Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.
 - **83.3.1** If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 83.4 If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.
- **8.** Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project No. 2022-009383

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:	PALM BEACH COUNTY, a political			
JOSEPH ABRUZZO, CLERK &	subdivision of the State of Florida, BOAR			
COMPTROLLER	OF COUNTY COMMISSIONERS			
Dav.	D			
By:	Ву:			
Deputy Clerk	, Mayor			

APPROVED AS TO LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Project No. 2022-009383

WITNESS: FOR CONTRACTOR

SIGNATURE

Signature

Joshua Della-Rietra Name (type or print) RALPH DELLA-PIETRA INC.

CONTRACTOR:

Signature

Name (type or print)

Titlo

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2022-009383

PROJECT NAME: Fire Station 49 - Install Temporary Trailer

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION FOR QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) Bid Security. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

TOTAL QUOTE/BID AMOUNT $\frac{\$}{1,121,481,00}$
Written amount Dre Million and hundred twastif-one thank fow hundred eighty-one and
zero cents
4. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.
5. Is the Bidder a Palm Beach County certified S/M/WBE? Yes X No
6. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial

Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

Form Rev. 10/18/21 Bid Form - NonFederal

- 7. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.
- **8.** It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum #	ئے_#	1	Dated	9	26	/22	Addendum	#	Dated	
Addendum 7	#	2	Dated	4	70	32	Addendum	#	Dated	

The undersigned has included the signed addenda, if issued, in its bid package.

9. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

QUOTE/BID PROVIDED BY:

R. W. D. 16. W

Signature

Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted

Form Rev. 10/18/21 Bid Form - NonFederal

IFQ/B ATTACHMENT B Include Attachment B if bid is \$200,000 or more

PROJECT NUMBER: 2022-009383

PROJECT NAME: Fire Station 49 - Install Temporary Trailer

DATE: 09/27/2022

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

	KNOW ALL MEN BY THESE PRESENTS: That we, Ralph Della-Pietra Inc.
	(hereinafter called "Principal"), and Fair
	American Insurance and Reinsurance Company (hereinafter called "Surety") are held and firmly
	bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
	County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid, Penal Sum
Not to	o Exceed Sixty Thousand & 00/100 Dollars, (\$5% of amt bid, penal sum not to exceed), (which sum
	is at least 5% of the bid price), lawful money of the United States of America, for the payment of which
	sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
	and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: Fire Station 49 - Install Temporary Trailer, Project Number 2022-009383, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

Form Rev. 10/18/21 Bid Bond - NonFederal

DATE: 09/27/2022		
IN WITNESS WHEREOF, the said Ralph [Della-Pietra Inc.	
as "Principal" herein, has caused these presents to be	signed in its name, by its	
, and attested by its		under
the corporate seal, and the said Fair American Insur	ance and Reinsurance Company as	"Surety"
herein, has caused these presents to be signed in its r		
, and attested by its corporate Seal, this	<u>th</u> day of <u>Sept.</u> , A.D., 202	<u> </u>
ATTEST:		(SEAL)
		` ,
	Ralph Della-Pietra-Inc.)
	(Contractor Firm Name	()
Joshua Della-Pietra		
Print Name	By:	
	(Signature)	
TITLE: Construction Manager		
	Print Name and Title:	
ATTEST:		(SEAL)
Wire (S)	Fair American Insurance and Rei	nsurance Company
	(Surety Name)	
J.		
Alane Skaff Print Name	Ву:	STELL TON
	(Signature)	
TITLE: Witness		3
TITEL. WILLIESS	Print Name and Title:	NO SERVICE
	Jason S. Centrella, Attorney-in-F	act 🔌 🌂 🛬

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

Form Rev. 10/18/21 Bid Bond - NonFederal

PROJECT NUMBER: 2022-009383

PROJECT NAME: Fire Station 49 - Install Temporary Trailer

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; James A. Mallis of Charlotte, NC; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, 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 \$7,000,000 (Seven 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 2^{nd} day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President of 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 the President and this Senior Vice President this 28nd day of January 2021.

SEVI-

STATE of NEW YORK COUNTY of NEW YORK Fair American Insurance and Reinsurance Company

Christopher O'Gwen, President

Shawn Lynch, Senior Vice President

On January 28, 2021 before me, the above named President and Senior Vice President, 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 and Reinsurance 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 West 1-Tm (Seal)

VINCENT PATRICK ENG Notary Public State of New York New York County Lic. #02EN6333805 Comm. Exp. Dec. 7 2023

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 271

day of September

Christopher O'Gwen, President

No. 5951

ATTACHMENT "A" (for Minor Construction - MultiTrade)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by \(\omega\). Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

X SBE Sheltered Market for Small Construction Contracts

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multitrade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

X SBE Subcontracting Program

A minimum mandatory goal of 25% SBE participation is established for this contract for Work Orders over \$100,000. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

Form Rev. 4/1/21 Attachment A for Minor Construction -MultiTrade

OERO 2CHEDOFE 1

SOLICITATION/PROJECT/BID NO.: 2022-009383

SOLICITATION/PROJECT/BID NAME: Fire Station 49 - Install Temporary Trailer

3. Modification of this form is not permitted and will be rejected upon submittal.

CTION OPENING/SUBMITTAL DATE: CTION A PLEASE LIST THE DOLLAR AMOU	NT OR PERCENTAGE OF		OUNTY DEPAR		<i>FDO/CI</i> TRACTOR/CON		THE PROJEC	т:
e of prime respondent/bidder: 24/h	Della hicken							
ACT PERSON: Josh Della-fre	tre	PHONE (NO.: 56F	745-855	55 E-MAIL:	Josh @	rdp Co	nst. C
E'S DOLLAR AMOUNT OR PERCENTAGE OF WOR BE Primes must include their percentage or dollar amo		0.01	Non-SBI		WBE SBE		,	
PLEASE LIST THE DOLLAR AMOU	NT OR PERCENTAGE OF	WORK TO BE COM	PLETED BY <u>ALI</u>	<u>SUBCONTRA</u>	CTORS/SUBCO	<u>NSULTANTS</u> OF	N THE PROJE	CT BELOW
	(Check all Applicable C	ategories)		DOLLAR AIV	OUNT OR P	ERCENTAGE	OF WORK	
contractor/Sub consultant Name CTION: List Firm Name, Address, & Provide PBC or ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE Minority V	WBE SBE Vomen Small usiness Business	Black	Hispanic	Women	Caucasian	Asian	Other
t D Paving, LLC. DE Executive center Dr. 33401	Account Accoun	X			H 405, 081,65			
until West Landscore + Design 182 Beloedere Pd. 1818 FL 334"7	X					37,500.00		
nerican Custom Moduler 9 Center St. 1016 FL 33458	X I	- Commence				282,804,00		
ANT Plumbing Inc. 3 Alfendele Res. 17 FC 33465	X	- category				11,038,00		
ite Electrical Concepts, LLC. 1 SE 11th Lt. everfield Beach F1 33461	Х	The second secon				72,347,34		
se use additional sheets if necessary)		Total			405,081.65	403,684,3	4	
id/Offer Price \$ 1,121,481,00	_		Jota	Eertified S/M/V	NPE Participation	s 717,79	1.66/	'e4º/0
y certify that the above information is accurate to the best	of my knowledge: R5 10	h Della Pietr) NO THE	<i>3</i>	Ŷ,	resident	X
			orized Signature				•	Title
 The amount listed on this form for a Subco Only those firms certified by Palm Beach C check the applicable box and list the dollar 	ounty at the time of solicitati	ion opening or due da	te are eligible to	meet the establ				

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2022-009383 SOLICITATION/PROJECT NAME: Fire Station 49 - Install Temporary Trailer Della-Pretra, Inc. Subcontractor: (Check box(s) that apply) SBE WBE MBE MBE MON-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male ☐ Female ☐ African-American/Black ☐ Asian American Caucasian American □ Supplier ☐ Hispanic American ■Native American <u>S/M/WBE PARTICIPATION</u> - <u>S/M/WBE Primes must document all work to be performed by their own work force on this form</u>. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description Line **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** Item Units **Allowances** Frances largerts, Superusion, General Conditions 312,710.01 710,01 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$ 312,710,01 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Name of 2nd/3rd tier Subcontractor/subconsultant Print Name of Subcontractor/subconsultant Authorized Signature Print Name Title Date:

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2022-009383 SOLICITATION/PROJECT NAME: Fire Station 49 - Install Temporary Trailer Prime Contractor: Relph Della fide It c Subcontractor: Country West Landscape + Design (Check box(s) that apply)

SBE WBE MBE MNON-S/M/WBE Date of Palm Beach Country Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 1 Column 2 **☑** Caucasian American ☑Male ☐ Female ☐ African-American/Black ☐ Asian American □ Supplier ☐ Hispanic Ámerican ■Native American S/M/WBE PARTICIPATION ~ S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** Units Allowances Item handgape + Irrigation 37,500.00 1 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project 37,500.00 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Name of 2nd/3rd tier Subcontractor/subconsultant <u>Country West Landscape and Design</u> ontractor/subconsultant Authorized Signature Vice Presiden

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

	ATION/PROJECT NUMBER: 2022-009383				
SOLICITA	ATION/PROJECT NAME: Fire Station 49 - Inst	all Tempo	orary Trai	ler	
Prime Co	ontractor:Ralph Della - Pietra, Inc.	Subco	ntractor:	R & D Paving, LL	.C
	oox(s) that apply) ☑ WBE □ MBE □ M/WBE □ Non-S/M/WBE	Date of Palm B	each County C	ertification (if applic	cable): April 10, 2022
The und	ersigned affirms they are the following (select one from <u>Column 2</u>	n each column	if applicable)	:	Column 3
□Male	Ä Female □ African-American/Black ☐ Hispanic American ☐	□Asian Amerio □Native Amer		sian American	□Supplier
properly to be per	E PARTICIPATION – S/M/WBE Primes must document all wo executed Schedule 2 for any S/M/WBE participation may res formed or items supplied with the dollar amount and/or per- e S/M/WBE is certified. A detailed proposal may be attached	ult in that partic centage for each	cipation not beir work item. S/I	ng counted. Specify in M/WBE credit will only	detail, the scope of work
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1.5.7	Site Work, Paving, Drainage, Striping	1		71101101	\$405,081.65
				44	
	ersigned Subcontractor/subconsultant is prepared to self-perf llowing total price or percentage: 100%	orm the above-o	described work	in conjunction with th	e aforementioned project
amount l	dersigned intends to subcontract any portion of this work to below accompanied by a separate properly executed Sched	ule 2.	ntractor/subco	. 1	ne business name and the
	lame of 2 nd /3 rd tier Subcontractor/subconsultant			•	

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

both parties recognize this: Subcontractors/subconsultants, the bid/proposal.	must properly execute this do				
SOLICITATION/PROJECT NUMBER	_{R:} 2022-009383				
SOLICITATION/PROJECT NAME:	Fire Station 49 - Inst	all Tempo	orary Trai	ler	
Prime Contractor: Relph D					
					able): NO (Expired)
The undersigned affirms they are <u>Column 1</u>	the following (select one from Column 2	n each columr	if applicable)	:	Column 3
⊠ Male □ Female	☐ African-American/Black ☐ ☐ Hispanic American ☐]Asian Americ]Native Amer		sian American	K Supplier
S/M/WBE PARTICIPATION — S/M/W properly executed Schedule 2 for an to be performed or items supplied w which the S/M/WBE is certified. A d	y <u>S/M/WBE</u> participation may resuith the dollar amount and/or perc	ult in that partic entage for each	cipation not bein work item. S/I	ng counted. Specify in M/WBE credit will only	detail, the scope of work
Line Iten	n Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1 New Module	of Buffing	282,804,00	2		282,804.00
The undersigned Subcontractor/subcat the following total price or percer	consultant is prepared to self-performage: 4282,80	orm the above-d イ、のシ	described work i	n conjunction with the	e aforementioned project
If the undersigned intends to subcor amount below accompanied by a se			ntractor/subco	nsultant, please list th	e business name and the
Name of 2 nd /3 rd tier Subcont	ractor/subconsultant	Price o	r Percentage: _	D / N	
Print Name of Printo By: Print Name Print Name Title	ized signature ella fi etra	Print N By: Mic Print N	lame of Subcom Whichap Au Chael Moore	om Modular, Inc. tractor/subconsultant Motio thorized Signature	
Date: 10/3/2	' ス	Date:	9/26/22		

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Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with SOLICITATION/PROJECT NUMBER: 2022-009383 SOLICITATION/PROJECT NAME: Fire Station 49 - Install Temporary Trailer Relph Della-fietra, Inc Subcontractor: Savaik Plumbing, LLC. (Check box(s) that apply) □SBE □WBE □MBE □M/WBE □MOn-S/M/WBE Date of Palm Beach County Certification (if applicable):___ The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male ☐ Female □ Supplier ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line **Item Description Unit Price** Quantity/ Contingencies/ Total Price/Percentage Units Item **Allowances** 11,038.00 Plumbing 11,038.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project 11,038,00 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. NA NA Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Savnik Plumbing LLC Print Name of Subcontractor/subconsultant ames Savnik James Savnik Print Name Print Name President / Manager Title Date: 10/04/2022

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SOLICITA	TION/PROJECT NUMBER	<u>. 2022-00938</u>	33			
SOLICITA	TION/PROJECT NAME:	Fire Station 49 -	Install Tem	porary Tra	iler	
Prime Co		Della hetry	Fre sub	contractor: <u>Eu</u>		EAL CONCEPTS, LLI
The unde	ersigned affirms they are 1	the following (select on Column 2	ie from each colur	nn if applicable) ;	Column 3
Male [□Female	☐ African-American/B☐ Hispanic American	llack □Asian Ame □Native Am	- •	asian American	□ Supplier
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Line Item	Item	Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
Z	Ekctrical 1	+ Fire	72,347,	a Z		72,347,34
				1		
	signed Subcontractor/subcowing total price or percen	الزوس وسينس سأنا		e-described work	in conjunction with the	e aforementioned project
amount be	ersigned intends to subcon slow accompanied by a sep <i>N</i> // me of 2 nd /3 rd tier Subconti	parate properly executed S	Schedule 2.	contractor/subco	.1 /4	ne business name and the
E	Print Name of Printe By: Authori Print Name Preside	Marlighter, In Zed Signature Della Pillace	Ву:	Name of Subcon	etractor/subconsultant S uthorized Signature EDWARDS	

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract – Minor

Contact:

Sunil Jagoo, Capital Improvements Division

Phone:

(561) 233-0271

Project Title:

Fire Station 49 - Install Temporary Trailer

Project #:

2022-009383

Project Location:

12555 Lyons Rd, Boynton Beach, FL

1. GENERAL

a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.

- b. Please reference the Annual Contract Minor for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of "Notice to Proceed" to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) calendar days from notice to proceed. Permit application is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$350 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

Install a temporary trailer and all associated infrastructure as shown on the attached plans as Exhibit "1", for use as a Fire Station while the main building is being built.

3. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information

and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

4. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

5. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

6. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

7. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

8. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

9. INSTALLATION

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

10. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

11. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

12. SECURITY

	bidders nmencem			badged	employees	as	identified	below	prior	tc
This	s project is	subjec	ct to:	[]Crit	ical Facilities	Bacl	kground Che	eck		

[X] No Background Check

[] CJI Facilities Background Check

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

Fire Station 49 - Install Temporary Trailer

PROJECT NUMBER:

2022-009383

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: September 26, 2022

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of 4 pages and 1 attachment.

REQUESTS/QUESTIONS FROM BIDDERS:

1. The plans call for a new Icemaker unit which is supplied by the owner. There is no water line shown going to the unit. Can you please provide the information and details for the water line to feed the icemaker Unit?

Response: Please refer to Drawing Number EP 1.1. A $\frac{3}{4}$ " line is shown going to the service sink.

2. Sheet A 1.02 shows an outside sink to be installed under the new proposed canopy. Can the County please provide the specs for the Sink and the water service and the waste line connection for the sink?

Response: Drawing Number EP1.1 shows a connection to the service sink from the main sanitary line. The size will be based on the sink specs, which is currently unavailable. The line should be 2". Care will need to be taken to ensure proper slope and connections to the main line.

3. Can the County please clarify whether the general contractor is responsible for the purchasing and installation of the trailer unit or is the responsibly of other?

Response: The trailer and installation are the responsibility of the contractor. Once in place, the contractor will be required to provide all utility connections to make operational and meet habitable code requirements.

ADDENDUM 1, Page 1 of 4

4. If the trailer is to be supplied by the County or a different vendor, can you please advise where the trailer will be supplied with the complete Fire Alarm Unit and devices?

Response: The Trailer will be supplied by the Contractor. The Fire Alarm devices rough needs to be coordinated with the supplier of the trailer to be part of the package and the unit and devices will be installed later by the contractor. Please note that the County Vendor will install the cabling for the data connection from the Bosch communicator.

5. Sheet C 2.1 calls for a flasher unit to be provide and installed. (a) Can the County please provide the specification for the flasher Units? (b) The electrical plans do not show the power requirements and feed to the flasher. (c) Can the County please provide the info on how to integrate the flasher with the Fire Station Preemption Button/System? Sheet Number C-2.1 calls for a flasher unit to be provided and installed.

Responses:

- (a) See the detail in the plans. The flasher lights, sign, and post shall meet FDOT specifications and will be reviewed during shop drawings.
- (b) The flasher will be solar powered, no connections to the trailer or to power.
- (c) The flasher will be a permanent flash with no pre-emption button control by the temporary trailer.
- 6. Drawing EP1.1 calls for (4) Type "A" pole lights. Lighting schedule calls for (3) Type "A" fixture and (1) Type "B" fixture. If there is to be (1) Type "B" fixture, which of the (4) fixtures will be the Type "B"? Please clarify.

Response: Contractor is to provide and install four (4) Type "A" fixtures.

7. Drawing EP1.1 Site Plan Keynote 6 calls for (1) 1ft. X 4ft. LED wrap around fixture and drawing shows (4) to be installed. Please clarify.

Response: Provide and install one wrap around fixture at each of the five (5) locations shown on the drawings.

8. Drawing A2.01 Detail 2 calls for (2) light fixtures to be installed above the two doors and (4) light fixtures on the face of the trailer. Electrical Drawing does not specify fixture type. Please advise.

Response: Light fixtures shown on the actual modular unit are to be provided and installed by the trailer manufacturer.

9. Will this be a Davis-Bacon project?

Response: NO

ADDENDUM 1, Page 2 of 4

10. Where will be the installation location of the FPL meter? If no location is set, is there a FPL contact phone number to reach out to someone that can determine a location?

Response: Refer to location and keynote 3 on Riser Diagram Key Notes for meter location and requirements.

11. Drawing EP1.1 Electrical Riser Diagram Note 6 calls for (2) 30A shore power receptacles to be fed from pre-wired sub-panel inside modular office. Diagram shows receptacles being fed from 300A MDP. Please clarify.

Response: Shore line should come from the noted sub-panel, not the inside of the trailer. Refer to notes 3, 4, and 5 of the electrical riser diagrams.

12. Please verify that the electrical contractor is responsible for coordinating with FPL of Transformer location and contractor's responsibility is to provide conduit/wire from handhole to meter and everything downstream.

Response: The contractor is responsible to coordinate and provide conduit/wire as per the drawings.

13. Will FPL be providing the handhole for the utility connection?

Response: The contractor is to coordinate with FPL. Typically, the contractor is to pay a fee for the handhole. FPL may install the handhole, but the contractor is to coordinate the installation.

14. Will the FPL transformer be slab mounted or mounted to a pole?

Response: Unknown at-this-time. The contractor is to coordinate with FPL

15. Verify that the contractor is only responsible for providing conduit and pull-string for all data receptacles and the preferred ISS vendor under THIS contract is responsible for cable, data receptacles, and data equipment.

Response: The contractor is to provide conduit with Pull string from the service point to the trailer.

16. Can you advise who will pay for the permit fees?

Response: The County will pay all permit fees.

17. Can you provide approved manufactures for the pre-engineered canopy?

Response: No, we cannot specify a manufacturer. The pre-engineered canopy is preferred to be metal type carport that can be removed and re-installed in another location.

18. Could you provide more information for the site electrical work? In general, the service feed from Lyons Rd?

ADDENDUM 1, Page 3 of 4

Response: The electrical feed is from Flavor Pict Rd. All required site electrical requirements are noted on the plans.

19. Could you provide the engineers estimated budget?

Response: The budget for this project will not be disclosed.

20. In regards to sheet C-300 it shows a sewer run to the future fire station and Detail A, B, & C work. Could you provide more clarification exactly what we need to include in our bid? At the meeting it was discussed we only need to run a direct water and sewer run to the trailer.

Response: All sewer lines shown on the plans, including the ones to the main building are to be installed Plugs will be required at the connection point to the main building.

21. Will we be required to provide the chain link fence around the property that is being called out on sheet C-200? And if so, is this a permanent fence or a construction fence?

Response: Yes, this will be a construction fence.

22. Could you provide the sign-in sheet from the Mandatory Pre-Bid?

Response: See attached Attendance Record.

23. The 14X70 Fire Station Specification Sheet provided shows a 3" roof overhang while the plans shows a 6" overhang please verify.

Response: It will be a 6" overhang.

24. The drawings at the building elevations is showing the modular building to have a painted stucco finish on the outside vs high rib steel panel. Please advise.

Response: It will be high rib steel panels.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND GONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT PROCUREMENT & PROJECT IMPLEMENTATION GROUP

PROJECT NAME: Fire Station 49 - Install Temporary Trailer

PROJECT NUMBER:

2022-009383

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 09/30/2022

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "September 29, 2022 by 2:00 PM" to read "October 6, 2022

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), <u>AND ANY PREVIOUSLY ISSUED ADDENDUM(S)</u>, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

END OF ADD€NDUM



Palm Beach County **Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000973	Ralph Della-Pietra, Inc		Compliant						
		A++ , XV	Auto-Owners Insurance Company	4639101502	8/15/2022	8/15/2023	Auto Liability		
		A++ , XV	Auto-Owners Insurance Company	4776307900	8/17/2022	8/17/2023	Excess Liability		
		A++g , XV	Southern-Owners Insurance Company	72733303	8/17/2022	8/17/2023	General Liability		

Risk Profile:

Standard - Construction Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:



Discover the Difference.

October 31, 2022

To: Palm Beach County BOCC

From: Jason S. Centrella, Allstar Surety Company,

Managing General Agent for Fair American Insurance & Reinsurance Company

RE: Fire Station 49 - Install Temporary Trailer Project No. 2022-009383 5

Bond # BND1009391-00

To Whom it May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

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

Jason S. Centrella, Attorney-in-Fact

Allstar Surety Company

Managing General Agent for Fair American Insurance & Reinsurance Company

PUBLIC CONSTRUCTION BOND

BOND NUMBER BND1	009391-00
BOND AMOUNT \$1,12	1,481.00
CONTRACT AMOUNT	\$1,121,481.00
CONTRACTOR'S NAME:	Ralph Della-Pietra, Inc.
CONTRACTOR'S ADDRESS:	880 Jupiter Park Drive #13 Jupiter, FL 33458
CONTRACTOR'S PHONE:	(561) 745-8555
SURETY COMPANY:	Fair American Insurance and Reinsurance Company
SURETY'S ADDRESS:	365 Northridge Rd. Ste 250 _Atlanta GA 30350
SURETY'S PHONE:	800-424-0132
	BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION
OWNER'S ADDRESS:	2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER'S PHONE:	(561) 233-0261
PROJECT NAME: Fire Stat	ion 49 – install temporary trailer
PROJECT NUMBER: 2022-00	09383
CONTRACT NUMBER (to be I	provided after Contract award):
DESCRIPTION OF WORK:	Install a temporary trailer and all associated infrastructure for use as a is being built.
PROJECT ADDRESS, PCN, or	LEGAL DESCRIPTION:
12555 Lyons Rd., Boyn	ton Beach
- April 1997 - Apr	
This Bond is issued in favor of to Contract.	he County conditioned on the full and faithful performance of the

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach, Florida 33401

•

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars \$1,121,481.00 One million one hundred twenty-one thousand four hundred eighty-one and 00/100

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

WHEREAS,

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

Project Name: Fire Station 49 – install temporary trailer

Project No.: 2022-009383

Project Description: Install a temporary trailer and all associated infrastructure for use as a fire

station while main building is being built.

Project Location: 12555 Lyons Rd., Boynton Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: LOCATION OF FIRM:

PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract between Principal and County for the construction of installing a temporary trailer and all associated infrastructure for use as a fire station while main building is being built, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Page 2 of 3

Form Rev. 8/24/20 Public Construction Bond

- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. 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. Contractor shall be responsible for notification to Surety of all such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Page 3 of 3

Form Rev. 8/24/20 Public Construction Bond

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Ralph Della Name: Fair American Insurance and Reinsurance Company	-Pietra, Incand Surety
We the undersigned hereby guarantee that the (Fire S Palm Beach County, Florida, which we have construct the plans and specifications; that the work constructincluded in the Contract Documents. We agree to repany work of others which may be damaged in so doing or materials within a period of one year from the date of work by the County of Palm Beach, State of Florida, Palm Beach, ordinary wear and tear and unusual abuse work is started, it shall be carried through to completion	ted and bonded, has been done in accordance with ted will fulfill the requirements of the guaranties pair or replace any or all of our work, together with that may prove to be defective in the workmanship of Substantial Completion of all of the above named without any expense whatsoever to said County of or neglect excepted by the County. When correction
In the event of our failure to acknowledge notice, and of (5) working days after being notified in writing by a County, Florida, we, collectively or separately, do here said defects repaired and made good at our expense therefore upon demand. DATED	the Board of County Commissioners, Palm Beach by authorize Palm Beach County to proceed to have
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY	Ralph Della-Pietra, Inc. (Contractor Name) (Seal) By: (Gontractor Signature) Ralph Della-Pietra, Inc. (Seal) (Print Name and Title)
Laurie A Krokos Notary Public, State of Ohio My Commission Expires: September 26, 2027	Fair American Insurance and Reinsurance Company (Surety Name) (Seal) By: (Sweety Signature)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Jason S. Centrella, Attorney-in-Fact

(Print Name and Title)

Form Rev. 03/19/20

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; James A. Mallis of Charlotte, NC; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, 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 \$7,000,000 (Seven 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 the President and this Senior Vice President this 28nd day of January 2021.

STATE of NEW YORK

Fair American Insurance and Reinsurance Company

Christopher O'Gwen, President

Shawn Lyngh, Senior Vice President

COUNTY OF NEW YORK

On January 28, 2021 before me, the above named President and Senior Vice President, 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.

VINCENT PATRICK ENG

WITNESS my hand and official seal.

Vincurs P- Cry (Seal)

Notary Public State of New York
New York County
Lic. #02EN6333805
Comm. Exp. Dec 7 2023

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

Christopher O'Gwen, President

No. 3043

Signature

For Bond# BND1009391-00

Palm Beach County Facilities Development & Operations/Capital Improvements Division BID SUMMARY

25% MINIMUM

API: MANDATORY

ANNUAL/TRADE: Minor Construction

MANDATORY PRE-BID DATE: 8/30/2022

PROJECT #: 2022-009383

Charlene LaMattina, Project Manager

PROJECT MANAGER: Sunil Jagoo, PM

BID OPENING DATE: 10/6/2022

11.21.22

Date

FIRM NAME	Ralph Della-Pietra Inc.	Waypoint Contracting Inc			
PRIME LOCATION	LOCAL	NON-LOCAL			
PRIME SBE STATUS	SBE	NON-SBE			
BID BOND	Satisfactory	Satisfactory			
FOTAL BID	\$1,121,481.00	\$1,155,325.00			
ADDENDUM 1	Acknowleged/Signed	Acknowleged/Signed			
ADDENDUM 2	Acknowleged/Signed	Acknowleged/Signed			
SBE SCHEDULE 1 Shall list the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)	Satisfactory	*Unsatisfactory			
SBE PARTICIPATION	64%	4.29%			
SBE SCHEDULE 2 Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	*Unsatisfactory			
NOTES:		*Did not meet 25% SBE minimum requirement			
COMMENTS:					
COMMENTS:					
***************************************	is Lancaster		Bid Documer	nts Recorded By (Print Nam	e): Donna Lynch
Bid Documents Opened By (Print Name): Phylli		ach County requirements for th			e): Donna Lynch
Bid Documents Opened By (Print Name): Phylli The recommended contractor's License(s) is curren	nt and in compliance with Palm Bea		e contractor and all sub-contractor		
Bid Documents Opened By (Print Name): Phylli The recommended contractor's License(s) is curren	nt and in compliance with Palm Bea		e contractor and all sub-contractor the contractor.	s listed. YES	
COMMENTS: Bid Documents Opened By (Print Name): Phylling Phyllin Phylling Phylling Phylling Phylling Phylling Phylling Phylling	nt and in compliance with Palm Bearrent and in compliance with Palm B	each County requirements for	e contractor and all sub-contractor the contractor. YES ROVAL:	rs listed. YES The recommended firm is	

		ORIG	INAL CONTRACT					1.17	\$15,000,000				1
			Minor Contract		125				\$5,000,000				
		Board Item - Increase Capacity (6/							\$5,000,000				
188481 1	ing at the	Board Item - Increase Capacity 4/	·	·	Acceptant to the first of the second of the	- 193			\$5,000,000				B658449150
		PROJE	CT INFORMATION	l				DOLI	LARS		SBE PARTICIP	ATION	
DATE PPROV ED	PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #		SUPPLE MENT#	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/W W.O
	2022-009383	Fire Station 49 - Install Temporary Trailer	RDP	\$1,121,481.00	23-007			\$12,588,770.67	\$2,411,229	\$717,791.66	\$0.00	64.00%	
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %								
	\$1,482,268.92	\$10,066,007.32	\$2,855,673.83	74.47%	28.37%								
		MINOR CONSTRUCTION A	ANNUAL	FIRM	TOTAL WORK ORDERS		TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
	1	All Site Construction, Inc R2020-0142		All-Site	\$1,555,838.53	\$	1,345,000.41	86.45%	\$ 1,036,600.27	66.63%			
		Andrea Construction, Inc R2020-0143		Andrea	\$4,906,924.92		3,327,260.10	67.81%	\$ 1,316,383.54	26.83%			
		Anzco Inc R2020-0144		ANZCO	\$450,098.52	\$	450,098.52	100.00%		12.90%			
		Boromei Construction Inc.		Boromei	\$0.00	\$	-		\$ -				
	5	Brothers Construction, Inc R2020-056		Brothers	\$0.00	\$	-		\$ -				
	6	Clean Air Restoration, Inc. d/b/a Chandl R2020-0145	ler Construction Co.	Clean Air	\$367,533.00	\$	232,760.70	63.33%	\$ 52,823.70	14.37%			
		Close Constructions, LLC - R2021-1718	3	Close	\$0.00	\$	-		\$ -	14.0170			
	8	Cooper Construction Management and (R2021-1719	Consulting, Inc	Cooper	\$0.00	\$	_		\$				
		9 D.W. Recreation Services, Inc R2021-1490		D.W.	\$1,067,000.00	\$	1,018,985.00	95.50%	\$ -	0.00%			
		DCOTA Contracting, Inc R2020-0146		DCOTA	\$0.00	\$	-		\$ -				
	11	Docks & More Construction Co R2020)-1686	Docks	\$0.00	\$			\$ -				
		E&F Florida Enterprises Inc. dba Creative Contracting Group - R2020		E&F	\$0.00	\$	-		\$ -				
		Engineered Comfort Solutions, Inc R2	021-1236	Engineered	\$0.00	\$			\$				
		Florida Mechanical LLC - R2021-1720	May .	Florida	\$0.00	\$			\$ -				
		Garabar, Inc.		Garabar	\$0.00	\$	-		\$ -		-		
		Glades Roofing, LLC - R2022-0186		Glades	\$0.00 \$0.00	\$	-		\$ - \$ -				
		Greenview Construction LLC - R2020-05 Hatcher Construction & Development, In		Greenview	\$34,400.00	\$			т.	0.00%	-		
		Hufcor, Inc R2020-0148	IC R2020-0147	Hatcher Hufcor	\$0.00	\$	34,400.00		\$ - \$ -	0.00%	-		
		I. Q. Constructions, Inc R2021-1062		I. Q.	\$0.00	\$			\$ -				
		J.I.J. Construction Corp R2021-0894		J.I.J.	\$0.00	\$			\$ -				
		Kelly Brothers, Inc. R2020-1344		Kelly	\$0.00	\$			\$ -				
		Lambert Bros., Inc R 2020-0563		Lambert	\$0.00	\$			\$ -				
		One Call Florida, Inc R2020-0151		One Call	\$77,600,00	\$	77,600.00		\$ -	0.00%			
		Onel Construction LLC - R2021-0796		Onel	\$0.00	\$			\$ -	0.0070			
		Parsa Corporation - R2020-1029		Parsa	\$0.00	\$	-		\$ -				
		Poseiden Dredge & Marine, Inc. R2020-	0564	Poseiden	\$0.00	\$	-		\$ -				
		Randolph Construction Group, Inc R20		Randolph	\$1,389,836.35	\$	996,925.53		\$ -	0.00%			
		J. Rawn Enterprises, Inc R2020-0149		Rawn	\$45,300.00	\$	45,300.00	100.00%		0.00%			
		Ralph Della-Pietra, Inc R2020-1575		RDP	\$1,636,023.00	\$	968,737.67		\$ -	0.00%			
	31	Regal Contractors, Inc R2021-1491		Regal	\$0.00	\$	-		\$ -				
		Republic Construction Corp R2020-13	345	Republic	\$0.00	\$			\$ -				
	33	Joe Schmidt Construction, Inc R2020-		Schmidt	\$1,987,176.76		1,568,939.39	78.95%	\$ 391,783.32	19.72%			
		Solarguard Roofing, Inc.		Solarguard	\$0.00	\$			\$ -				
		Walker Design & Construction Co		Walker	\$0.00	\$	-		\$ -				
		Waypoint Contracting Inc		Waypoint	\$0.00	\$	-		\$ -				
		West Construction, Inc R2021-1721		West	\$0.00	\$			\$ -				
						1			44.44				
				TOTAL	\$13,517,731.08	\$10,0	066,007.32	74.47%	\$2,855,673.83	28.37%		1	