

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

Meeting Date: August 19, 2025

[X] Consent

☐ Regular

[] Workshop

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A Budget Transfer of \$800,000 within Park Impact Fees Zone 1 from reserves to the Bert Winters Park Redevelopment project; and
- B) Work Order No. 25-005 (Work Order) to the annual minor construction services contract (R2025-0473) with Ralph Della-Pietra, Inc. (Contractor) in the amount of \$2,646,000 for the Bert Winters Park Phase II (Re-Bid) project for a period of 360 calendar days from notice to proceed.

Summary: The project consists of reconfiguring and renewing parking areas, revisions to storm water retention, clearing and grading to facilitate the new project requirements, adding three (3) pavilions over existing picnic table locations, adding connecting walkways, enhancing the landscape areas and irrigation modifications at the Bert Winters Park located at 13425 Ellison Wilson Road in North Palm Beach. Phase II of this project also includes adding four (4) new pavilions with picnic tables and grilling facilities, playground, kayak parking and launch area, and a new boat dock. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, shop drawings, permitting and all miscellaneous requirements necessary to upgrade the park. These improvements to the park will significantly enhance both recreational opportunities and overall accessibility for park visitors. 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 360 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$275 per day. This Work Order was solicited pursuant to the annual minor construction services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual minor construction services contract was presented to the Goal Setting Committee on October 2, 2024 and the Committee established Affirmative Procurement Initiatives of a Small Business Enterprise (SBE) price preference whereby an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on single trade projects or a minimum mandatory 25% SBE subcontracting goal for multi-trade projects. The SBE participation on this Work Order is 35.68%. To date, the Contractor's SBE participation on its annual minor construction services contract is 35.68%. **(Continued on Page 3)**

Background and Justification: (Continued on Page 3)

Attachments:

1. Location Map
2. Budget Transfer
3. Budget Availability Statement
4. Work Order No. 25-005
5. Bid Summary
6. Annual Contract – Minor Construction Services #P-2024-006317: Control Sheet
7. Nongovernmental Entity Human Trafficking Affidavit
8. Emergency Ordinance Notification Letters

Recommended by:

Department Director

Date _____

Approved by:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$2,780,300				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$2,780,300	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No
Is this item using Federal Funds? Yes No X
Is this item using State Funds? Yes No X

Budget Account No:					
Fund	3950	Dept	581	Unit	T041
Object	6504-BW10-GY24 - \$1,477,000.00				
Fund	3600	Dept	582	Unit	T041
Object	6504-BW09-GY24 - \$800,000.00				
Fund	3601	Dept	581	Unit	T041
Object	6504-T041-PARKS - \$369,000.00				
Fund	3601	Dept	581	Unit	T041
Object	6505-T041-PARKS - \$134,300.00 (staff costs)				

CONSTRUCTION	\$2,646,000.00
STAFF COSTS	\$ 134,300.00
CONTINGENCY	\$ 0.00
TOTAL	\$2,780,300.00

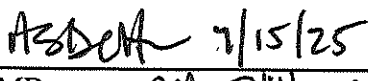
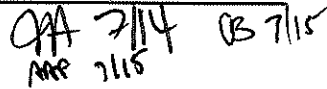

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Infrastructure Sales Tax Fund, Park Improvement Fund, and Park Impact Fees Z-1 Fund.

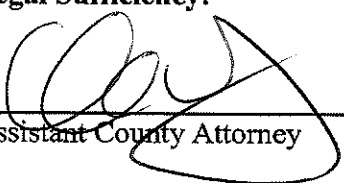
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/15/25
OFMB  7/14/25
Contract Development and Control  7/10/25

B. Legal Sufficiency:

 7/24/25
Assistant County Attorney

C. Other Department Review:


Department Director

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

Continued from Page 1

Summary: The overall SBE participation across all the annual minor construction services contracts to date is 42.46%. This contract is subject to emergency ordinance R2025-014 approved by the BCC on June 3, 2025. **Funding for this project is from the Infrastructure Sales Tax Fund, Park Improvement Fund, and Park Impact Fees Z-1 Fund. (Capital Improvements Division) District 1 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured where new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor submitted the lowest responsive and responsible bid of the three (3) bids received. The original solicitation for this project had to be cancelled as only one (1) bid for \$3,369,443 was received and the same exceeded the available budget. Additional details regarding the cancellation and budget allocation were provided by means of agenda item 3M-2 which was approved by the BCC on July 8, 2025.

LOCATION MAP

Project No: P-2024-001817-R1
Project Name: Bert Winters Park Phase II (Re-Bid)
Location: 13425 Ellison Wilson Road, North Palm Beach, FL 33408



25-0824

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER

BGEX 581 061225*1417

FUND 3601 - PARK IMPACT FEES ZONE 1

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 6/12/2025	REMAINING BALANCE
EXPENDITURES									
3601-581-9900-9909	Reserve-New Projects	Reserves	5,761,009	5,484,240	0	800,000	4,684,240	0	4,684,240
3601-581-T041-6504	IOTB Non-Infrastructure	Bert Winters Park Redevelopment	0	0	665,700	0	665,700	0	665,700
3601-581-T041-6505	Design, Engineering and Management	Bert Winters Park Redevelopment	0	0	134,300		134,300	0	134,300
	Total Expenditures				800,000	800,000			

SIGNATURES

DATES


Parks and Recreation Department

6/12/2025


Administration/Budget Department Approval

7/15/25

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: August 19, 2025

Deputy Clerk to the
Board of County Commissioners

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/12/2025

PHONE: (561)233-0271

PROJECT MANAGER: Sunil Jagoo, Project Manager

PROJECT TITLE: Bert Winters Park Phase II (RE-BID)
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#: Choose an item.

REQUESTED AMOUNT: \$2,780,300.00

DATE:

eFDO #: P-2024-001817

PROJECT NUMBER: P-2024-001817-R1

W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 13419 Ellison Wilson Rd, West Palm Beach, FL

BUILDING NUMBER: 1062

CONSULTANT/CONTRACTOR: Ralph Della Pietra, Inc (Minor Construction Services)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all necessary materials, labor, supervision, permits, supplies, including reasonable incidentals to renovate the picnic area at Bert Winters Park in accordance with the approved engineering plans and specifications per Attachment "C" and addendum provided by Capital Improvements Division.

CONSTRUCTION	\$2,646,000.00
PROFESSIONAL SERVICES	\$ N/A
STAFF COSTS*	\$134,300.00
EQUIP. / SUPPLIES	\$ N/A
CONTINGENCY	\$ N/A
TOTAL	\$2,780,300.00

BAS APPROVAL

☐ FULLY FUNDED WITHIN CURRENT BUDGET

☒ FULLY FUNDED PENDING BUDGET TRANSFER *RL*

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3950	DEPT: 581	UNIT: T041	OBJ: 6504-BW10-GY24 - \$1,477,000.00
FUND: 3600	DEPT: 582	UNIT: T041	OBJ: 6504-BW09-GY24 - \$800,000.00
FUND: 3601	DEPT: 581	UNIT: T041	OBJ: 6504-T041-PARKS - \$369,000.00
FUND: 3601	DEPT: 581	UNIT: T041	OBJ: 6505-T041-PARKS - \$134,300.00 – staff costs

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

Ad Valorem (Amount \$)

Infrastructure Sales Tax (Amount \$1,477,000)

State (source/type: Amount \$)

Federal (source/type: Amount \$)

Grant (source/type: FIND Amount \$800,000)

Impact Fees: (Amount \$503,300)

Other (source/type: Amount \$)

DEPARTMENT: FDO

BAS APPROVED BY: *James E. Ceullo*

DATE: 6/12/25

ENCUMBRANCE NUMBER:

ATTACHMENT #4

**WORK ORDER 25-005 TO
ANNUAL CONTRACT R2025-0473
FOR Minor Construction Services
PROJECT NAME: Bert Winters Park Phase II (Re-Bid)
PROJECT NO. P-2024-001817-R1**

THIS WORK ORDER is made as of August 19, 2025 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and *Ralph Della-Pietra Inc.*, a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal 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 4/8/2025 (R2025-0473) ("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 Services between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$2,646,000.00** for the construction costs to furnish all material, labor, supervision, permits and supplies necessary and reasonable incidental to renovate the picnic area at the Bert Winters Park in accordance with the approved engineering plans and specifications per Attachment "C" and addendum provided by Capital Improvements Division 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 **360 calendar days from notice to proceed**. Liquidated Damages are \$275/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 35.68% SBE subcontracting participation on this Contract. Contractor will provide 35.68% 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
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

7. Emergency Ordinance. The Contract and this Work Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

8. Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.6 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

3.6 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

Section 3.7 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

3.7 Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

10. 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 Name: Bert Winters Park Phase II (Re-Bid)
Project Number: P-2024-001817-R1

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:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

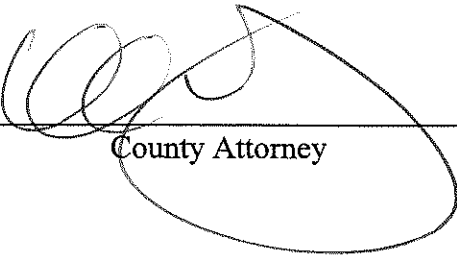
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

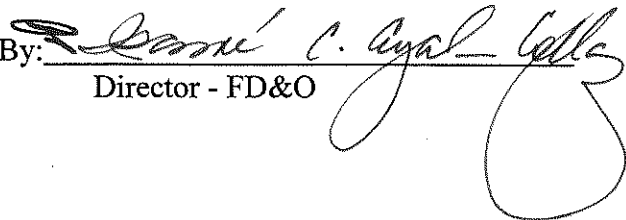
By: _____
Deputy Clerk

By: _____
Maria G Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

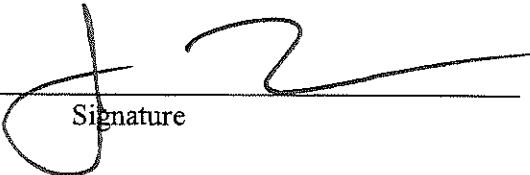
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Bert Winters Park Phase II (Re-Bid)
Project Number: P-2024-001817-R1

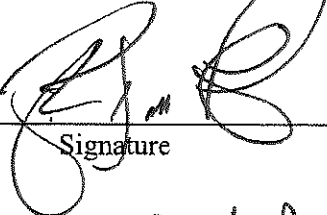
WITNESS: FOR CONTRACTOR
SIGNATURE



Signature
Josh Della-Pietra

Name (type or print)

CONTRACTOR: Ralph Della-Pietra Inc.



Signature
Ralph Della-Pietra

Name (type or print)

President

Title

(Corporate Seal)

QUOTE/BID FORM

PROJECT NUMBER: P-2024-001817-R1

PROJECT NAME: Bert Winters Park Phase II (RE-BID)

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT

\$ 2,646,000.00

Written amount Two million six hundred forty-six thousand and zero cents

2. 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.

Acknowledgement of Changes
Contractor's Initials ABO

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes X No

FDO Director's Initials DA'

4. 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- 2025-0748 1770 as amended.

Quote/Bid Form Page 1

5. 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.

6. 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 # 1 dated 2/25/25 Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

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

7. 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:

Ralph Della-Pietra, Inc.

Contractor Name

2/28/25

Date


Signature

Ralph Della-Pietra President

Print Name and Title

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
RALPH DELLA-PIETRA INC.

Filing Information

Document Number M16272
FEI/EIN Number 59-2554716
Date Filed 06/03/1985
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 08/08/2008
Event Effective Date NONE

Principal Address

880 JUPITER PARK DRIVE #13
JUPITER, FL 33458

Changed: 04/11/2001

Mailing Address

880 JUPITER PARK DRIVE #13
JUPITER, FL 33458

Changed: 04/11/2001

Registered Agent Name & Address

DELLA-PIETRA, RALPH J, Sr.
1445 Barlow Ct.
Palm Beach Gardens, FL 33410

Name Changed: 04/13/2016

Address Changed: 06/03/2020

Officer/Director Detail

Name & Address

Title PSD

DELLA-PIETRA, RALPH
1445 Barlow Ct.
Palm Beach Gardens, FL 33410

Annual Reports

Report Year	Filed Date
2023	03/02/2023
2024	02/01/2024
2025	03/17/2025

Document Images

03/17/2025 -- ANNUAL REPORT	View image in PDF format
02/01/2024 -- ANNUAL REPORT	View image in PDF format
03/02/2023 -- ANNUAL REPORT	View image in PDF format
03/03/2022 -- ANNUAL REPORT	View image in PDF format
04/28/2021 -- ANNUAL REPORT	View image in PDF format
06/03/2020 -- ANNUAL REPORT	View image in PDF format
02/27/2019 -- ANNUAL REPORT	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/05/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/08/2011 -- Off/Dir Resignation	View image in PDF format
04/04/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
08/08/2008 -- Amendment	View image in PDF format
01/15/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/06/2006 -- ANNUAL REPORT	View image in PDF format
01/04/2005 -- ANNUAL REPORT	View image in PDF format
02/13/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
01/28/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
02/15/2000 -- ANNUAL REPORT	View image in PDF format
03/11/1999 -- ANNUAL REPORT	View image in PDF format
04/24/1998 -- REINSTATEMENT	View image in PDF format

Ralph Della-Pietra, Inc.



General Contractor

880 Jupiter Park Drive, Unit #13

Phone: (561) 745-8555

Jupiter, FL 33458

Fax: (561) 745-7468

September 24, 2024

Facilities Development and Operations
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

To whom it may concern;

I, Ralph Della-Pietra, president of Ralph Della-Pietra, Inc., authorize our construction manager, Josh Della-Pietra, to sign bid documents, schedules, change orders, pay applications, etc. on my behalf.

A handwritten signature in black ink, appearing to be 'R.D.P.', is written over the printed name 'Ralph Della-Pietra'.

Ralph Della-Pietra
Ralph Della-Pietra, Inc. / President

Donna Lynch




From: FDO-CID-Bids
Sent: Friday, March 7, 2025 2:57 PM
To: 'Ralph Della-Pietra'; Dwayne Randolph (dwayne@randolph-cg.com); 'winston@randolph-cg.com'; 'adangelo@westconstructioninc.net'
Cc: Sunil Jagoo
Subject: P-2024-001817-R1 Bert Winters Park Phase II (RE-BID)
Attachments: 18234 P-2024-001817-R1 Bid Summary Form approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on February 27, 2025.

Please contact us with any questions and thank you for participating in our process.

Thank you,



Donna Lynch
Capital Improvements Division (CID)
 2633 Vista Parkway,
West Palm Beach, FL 33411
 (561) 233-0292
 DLynch@pbc.gov

Need Forms? Click on the link below.
[Capital Improvements Forms](#)

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

OEBO SCHEDULE 1

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

SOLICITATION/PROJECT/BID NAME: Bert Winters Park Phase II (RE-BID)

SOLICITATION/PROJECT/BID NO.: P-2024-001817-R1

SOLICITATION OPENING/SUBMITTAL DATE: 02/27/28

COUNTY DEPARTMENT:

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Ralph Della-Pietra, Inc. ADDRESS: 880 Jupiter Park Dr. #13 Jupiter FL 33458

CONTACT PERSON: Josh Della-Pietra PHONE NO.: 5617458555 E-MAIL: josh@rdpconst.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$944,029.00

*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE MBE WBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Elite Electrical Concepts, LLC 301 SE 11th Ct, Deerfield Beach 3344 VS0000027098	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$159,174.00		
2. Rep Services, Inc. 165 W. Jessup Ave. Longwood FL 32750 REPS0001	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$476,846.39		
3. Coast Seawall Dock & Boatlifts, Inc 5500 Military Trl. Jupiter 33458	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$197,555.00		
4. Empire Landscape Inc.4545 SE Manatee Ter. Stuart 34997	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$271,512.00		
5. Ironclad Engineering, Inc. 9100 Belvedere Rd. Suite 204 WPB 33411 VS0000033549	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$596,883.61		

(Please use additional sheets if necessary)

Total \$1,701,971.00

Total Bid/Offer Price \$ 2,646,000.00

Total Certified S/M/WBE Participation \$ 944,029.00/35%

I hereby certify that the above information is accurate to the best of my knowledge: Josh Della-Pietra

Name & Authorized Signature

Construction Manager

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

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: P-2024-001817
SOLICITATION/PROJECT NAME: Bert Winters Park Phase II

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: _____

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/27/24

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Construction Management Services/Concrete Work	\$944,029.00	1		\$944,029.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$944,029.00

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.

N/A	Price or Percentage: <u>N/A</u>
Name of 2 nd /3 rd tier Subcontractor/subconsultant	

Ralph Della-Pietra, Inc

Print Name of Prime

By: _____
Authorized Signature

Josh Della-Pietra

Print Name

Construction Manager

Title

Date: 2/27/25

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

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: P-2024-001817
SOLICITATION/PROJECT NAME: Bert Winters Park Phase II

Prime Contractor: _____ Subcontractor: Elite Electrical Concepts, LLC

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☐Non-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
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical Scope and Utility Fee Allowance	\$144,174.00	1	\$15,000.00	\$159,174.00
	FPL Provide Materials Install/No				
	FPL Primary Work. Only can				
	be done by FPL. Wire.				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$159,174.00

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

Price or Percentage: _____

Ralph Della Pietra, Inc
Print Name of Prime

By: _____
Authorized Signature

Josh Della Pietra
Print Name

Construction Manager
Title

Date: 2/27/25

Elite Electrical Concepts, LLC
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Jonathan Edwards II
Print Name

Owner
Title

Date: 2/25/2025

OEBO LETTER OF INTENT – SCHEDULE 2

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

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: P-2024-001817
SOLICITATION/PROJECT NAME: Bert Winters Park Phase II

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Rep Services, Inc.

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☒Non-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
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Supplier

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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Rep Services, Inc. Playground	476,846.39	1 LT		476,846.39

This was in error, no second tier contractor will be performing any work on this scope. Therefore no second schedule 2 was submitted

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project 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.

D.W. Reereation Services, Inc.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 43%

Ralph Della-Pietra, Inc
Print Name of Prime
By: _____
Authorized Signature
Josh Della-Pietra
Print Name
Construction Manager
Title
Date: 2/27/25

Rep Services, Inc.
Print Name of Subcontractor/subconsultant
By: _____
Authorized Signature
Nathan Almon
Print Name
President
Title
Date: 02/25/2025

OEBO LETTER OF INTENT – SCHEDULE 2

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: P-2024-001817
SOLICITATION/PROJECT NAME: Bert Winters Park Phase II

Prime Contractor: Ralph Della-Pietra, Inc Subcontractor: Coast Seawall Dock + Boardwalk, Inc

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-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
☐ Hispanic American ☐ Native American

☐ Supplier

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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Remove and replace dock	\$11,580	1	—	\$ 11,580
2	Remove / install wooden pier 34	\$3,600	1	—	\$ 3,600
3	Construct new dock to specs w/ railing	\$140,775	1	10%	\$ 140,775
4	Remove / dispose and install new kayak launch	\$11,800	1	—	\$ 11,800
5	Remove / dispose old fencing / install new to specs	\$29,800	1	—	\$ 29,800

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$197,555

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.

N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Ralph Della-Pietra, Inc

Print Name of Prime

By:

Authorized Signature

Josh Della-Pietra

Print Name

Construction Manager

Title

Date: 2/26/25

Coast Seawall Dock + Boardwalk, Inc

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Austin Davis

Print Name

Title

Date: 2/25/25

OEBO LETTER OF INTENT – SCHEDULE 2

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

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: **P-2024-001817**
SOLICITATION/PROJECT NAME: **Bert Winters Park Phase II**

Prime Contractor: **Ralph Della-Pietra, Inc.** Subcontractor: **Empire Landcape Inc**

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-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
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

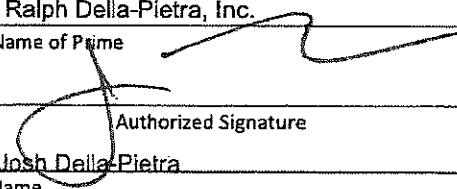
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Landscaping & Irrigation	\$271,512.00	1		\$271,512.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$271,512.00**

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.

N/A	Price or Percentage: N/A
Name of 2 nd /3 rd tier Subcontractor/subconsultant	

Ralph Della-Pietra, Inc.
Print Name of Prime
By: 
Authorized Signature
Josh Della-Pietra
Print Name
Construction Manager
Title
Date: **2/26/25**

Empire Landcape, Inc
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Dustin Leserra
Print Name
Executive Director
Title
Date: **02/25/2025**

OEBO LETTER OF INTENT – SCHEDULE 2

*This Contract, including all Schedules, Forms, and attachments, is subject to the County Emergency Ordinance 2025-014, approved by the BCC on June 3, 2025. As a result, the M/WBE participation will not be enforced.

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: P-2024-001817
SOLICITATION/PROJECT NAME: Bert Winters Park Phase II

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Ironclad Engineering, Inc.

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-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
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier	
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	SiteWork, Utilities, and Paving	\$596,883.61	1		\$596,883.61

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$596,883.61

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.

<u>n/a</u> Name of 2 nd /3 rd tier Subcontractor/subconsultant	Price or Percentage: <u>n/a</u>
---	---------------------------------

Ralph Della-Pietra, Inc.
Print Name of Prime
By: _____
Authorized Signature
Josh Della-Pietra
Print Name
Construction Manager
Title
Date: 2/26/25

Ironclad Engineering, Inc.
Print Name of Subcontractor/subconsultant
By: _____
Authorized Signature
Ben ricciardi
Print Name
President
Title
Date: 2/26/25

ATTACHMENT "A"
(for Minor Construction - MultiTrade)

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION
PROCUREMENT**

The API(s) approved for this project are selected below by ☒. 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 Subcontracting Program**

A minimum mandatory goal of 25% SBE participation is established for this contract. 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.

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

PROJECT NUMBER: P-2024-001817-R1
PROJECT NAME: Bert Winters Park Phase II (RE-BID)
DATE: 2-27-25

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 Two Hundred Fifty Thousand and no/100 Dollars, (\$ 250,000.00), **(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: **(Project Name: Bert Winters Park Phase II (RE-BID) and Number: P-2024-001817-R1)**, 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.

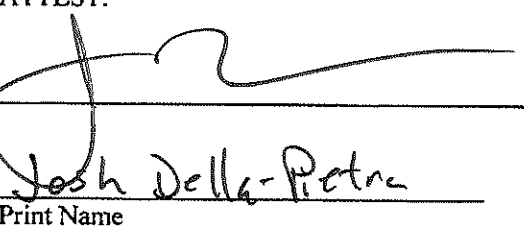
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes 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.

PROJECT NUMBER: P-2024-001817-R1
PROJECT NAME: Bert Winters Park Phase II (RE-BID)
DATE: 2-27-25

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 Insurance and Reinsurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
_____, and attested by its corporate Seal, this 27th day of February A.D., 20 25.

ATTEST: (SEAL)

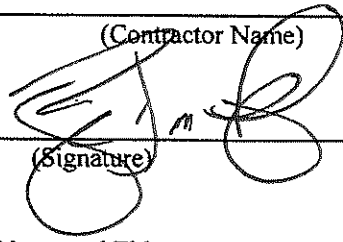


Print Name

TITLE: Construction Manager

Ralph Della-Pietra, Inc.

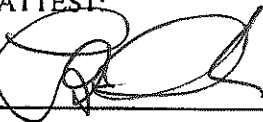
(Contractor Name)

By: 

(Signature)

Print Name and Title:
Ralph Della-Pietra, President

ATTEST: (SEAL)



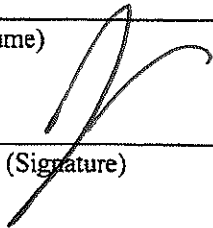
Laurie Krokos

Print Name

TITLE: Witness

Fair American Insurance and Reinsurance Company

(Surety Name)

By: 

(Signature)

Print Name and Title:
Jason S. Centrella, Attorney-in-Fact

Bid Bond 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, 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; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, 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 \$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.

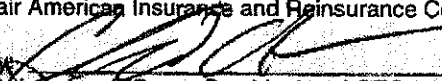

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf 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 Vice President this 18th day of August 2023.



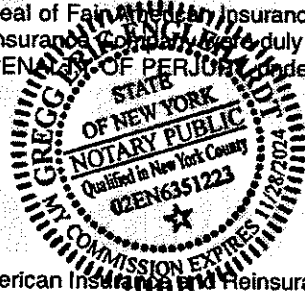
STATE of NEW YORK
COUNTY of NEW YORK

Fair American Insurance and Reinsurance Company
By: 
Christopher O'Gwen, President and CEO
By: 
Paul J. Claus, Vice President

On August 18, 2023 before me, the above named President and 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.

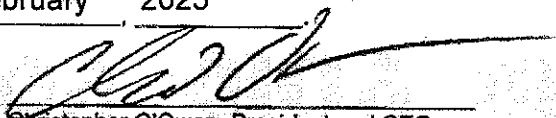
WITNESS my hand and official seal.

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 27th day of February, 2025


Christopher O'Gwen, President and CEO

No. 9021 For Bond# BND1011514-00

**CAPITAL IMPROVEMENTS DIVISION
IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
ANNUAL CONTRACT – MINOR CONSTRUCTION SERVICES**

Contact: Sunil Jagoo, Project Manager
Phone: (561) 233-0271
Project Title: Bert Winters Park Phase II (RE-BID)
Project #: P-2024-001817-R1
Project Location: 13419 Ellison Wilson Road, North Palm 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.
- a. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- b. Contractor shall contact the Project Manager, within seventy-two (72) hours of "Notice to Proceed" to establish scheduling etc. required for project implementation.
- c. The work must be completed within three hundred sixty (360) calendar days from notice to proceed. The permit application has been submitted and is ready to be issued once the contractor change is finalized. The contractor is responsible for the change-of-contractor fees as well as any additional sub-permits required for this project.
- d. Liquidated damages will accrue in the amount of \$275 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

To renovate the picnic area at Bert Winters Park in accordance with the approved plans and specifications (See Exhibit "1").

- a. Privacy windscreen will not be required
- b. All sub-permit fees will be the contractor's responsibility. Main building permit fees will be paid by the County. No impact fees on this project and all other fees associated with the scope of work will be the contractor's responsibility.
- c. Note 7. is related to Environmental Surveys like marking trees, wetland areas, etc. or assessments of the area in relation to land clearing and what can/can't be removed during

the land clearing process. It also covers that any demolition permits and or construction surveying that need to be obtained by the contractor.

- d. The owner will be responsible for density/material testing on this project.
- e. Wear deck is acceptable for the top rail. Will need to match colors during the submittal process.

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

All bidders must have badged employees as identified below prior to commencement of work.

This project is subject to:

- ☐ Critical Facilities Background Check
- ☐ CJI Facilities Background Check
- ☒ No Background Check

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

PROJECT NAME: Bert Winters Park Phase II (RE-BID)
PROJECT NUMBER: P-2024-001817-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 2/25/2025

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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of two (2) pages.

RESPONSES TO REQUESTS FOR INFORMATION:

PTM ELECTRIC, INC.

Question #1: A) looking at the cut away from Drawing E-1 Site, Electrical Keynote #6 says to:

“CUT AND REMOVE EXISTING SECTION OF FEEDERS, REFER TO SHEET E-2 FOR NEW FEEDER ROUTING”

- a. Is the intent for the change to be FP & L Utility, as their responsible for furnishing the two (2) Pull Boxes, on either side, plus Conduit, 90-degree elbows or various fittings as needed?

Response: The re-routing of this line and all conduits, wire, pull boxes labor, surveying, sketch and legal for moving the easement if required etc is the contractor's responsibility. Contractor to contact Palm Beach County (PBC) Parks and Recreation to obtain sports lighting as-builts prior to start of work.

B) In the statement it says above: “Existing Section of Feeders”:

- a. Are they individual conductors directly buried OR, are there more conduits that what is illustrated by the single dotted line?

Response: The dotted line represents the approximate location of the feeders; the number of conduits are not known.

- b. Are there more recent drawings showing what is there now?

Response: No

Question #2: Are all the Light Poles including conduit, wire, 10" X 12" Pull Boxes all new to be furnished and Installed by F.P. & L. Utility Company?

Reference Drawing: E2. For the Total of 12 Concrete poles @ 29'.total height each.
Reference Drawing: E3 and Detail #8 Pole Mounted Fixture Detail.

Response: All site light poles, light fixtures, conduit, pull boxes, wiring, labor, shop drawings, engineering etc. is the CONTRACTORS responsibility to provide and install for a complete functioning system.

Question #3: Can we use power at the bathroom to the left of the playground for temporary power?

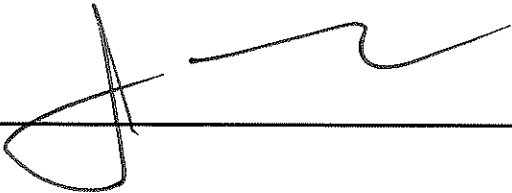
Response: Temporary power source needs to be resolved with FP & L. Contact and coordinate with FP & L to set a temporary meter and panel.

Question #4: Looking at the cut away from Drawing E-1 Site, Electrical Keynote #4 says to "remove existing receptacle back to point of origin. Refer to demolition notes below". Where is this cut away item as shown below, fed from?

Response: Fed out of the existing restroom building to the north.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), 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: _____

A handwritten signature in black ink, consisting of a large, stylized 'J' or 'L' shape followed by a horizontal line and a wavy flourish.

END OF ADDENDUM -1



Discover the Difference

June 13, 2025

To: Palm Beach County

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

RE: Project P-2024-001817-R1, Bert Winters Park, Phase II

Bond # BND1011620-00

To Whom it May Concern:

We authorize the Palm Beach County Board of County Commissioners to date the caption bond, the power of attorney with the contract date, and the form of guarantee upon substantial completion.

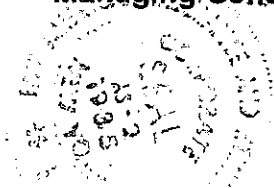
Please return a copy of the dated bond documents by email to our office to askaff@allstarfg.com.



Jason S. Centrella, Attorney-in-Fact

Allstar Surety Company

Managing General Agent for Fair American Insurance & Reinsurance Company



SURETY • FIDELITY • INSURANCE

232 Canal Blvd, Ste 4, Ponte Vedra Beach, FL 32082
904.230.1324
904.230.0921

PUBLIC CONSTRUCTION BOND

BOND NUMBER	BND1011620-00
BOND AMOUNT	\$2,646,000.00
CONTRACT AMOUNT	\$2,646,000.00
CONTRACTOR'S NAME:	Ralph Della-Pietra, Inc.
CONTRACTOR'S ADDRESS:	880 Jupiter Park Dr., Unit 13, Jupiter, FL 33458
CONTRACTOR'S PHONE:	(561) 745-8555
SURETY COMPANY:	Fair American Insurance and Reinsurance Company
SURETY'S ADDRESS:	One Metroplex Drive, Suite 400 Birmingham, AL 35209
SURETY'S PHONE:	(205) 969-7684
OWNER'S NAME:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CAPITAL IMPROVEMENTS DIVISION
OWNER'S ADDRESS:	2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER'S PHONE:	(561) 233-0261
PROJECT NAME:	<u>Bert Winters Park Phase II (RE-BID)</u>
PROJECT NUMBER:	<u>P-2024-001817-R1</u>
CONTRACT NUMBER (to be provided after Contract award):	_____
DESCRIPTION OF WORK:	Renovate the picnic area at Bert Winters Park
PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:	<u>13419 Ellison Wilson Rd , West Palm Beach , FL</u>

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

Page 1 of 4

Form Rev. 1/8/24 Public Construction Bond

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 \$ 2,646,000.00

Two million, six hundred forty-six thousand dollars 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: Bert Winters Park Phase II (RE-BID)
Project No.: P-2024-001817-R1
Project Description: Renovate the picnic area at Bert Winters Park
Project Location: 13419 Ellison Wilson Rd , West Palm Beach , FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Architecture Green
LOCATION OF FIRM: 1818 S Australian Ave. Suite 245, West Palm Beach, FL
PHONE: 561-398-2109

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

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract between Principal and County to complete the Bert Winters Park Phase II the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. 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
- c. 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
- d. 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.

2. 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, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.


3. 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.

4. 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.

5. 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.


6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20____


Attest as to the signature of Principal
Construction Manager
Title

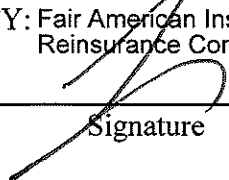
Address of Witness: 3255 Danning Dr
Royal Palm Beach FL 33411

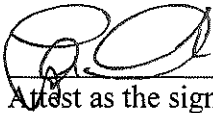
PRINCIPAL: RALPH DELLA-PIETRA
INC.

By: 
Signature
Ralph Della-Pietra, Pres.
(Print Name and Title)

(SEAL)

Address of Principal: 1445 Barlowe Ct.
Palm Beach Gardens, FL 33410

SURETY: Fair American Insurance and
Reinsurance Company
By: 
Signature



Attest as the signature of Surety

Underwriting Assistant

Title

Address of Witness: 18100 Jefferson Park Rd.

Suite 104, Middleburg Heights, OH 44130

Jason S. Centrella, Attorney-in-Fact

(Print Name and Title)

(SEAL)

Address of Surety: One Metroplex Drive,

Suite 400, Birmingham, AL 35209

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



FORM OF GUARANTEE

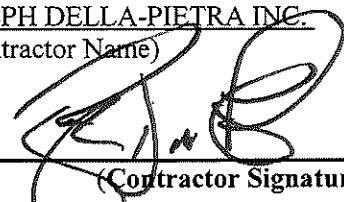
GUARANTEE FOR Contractor Name: Ralph Della-Pietra Inc. and Surety Name:
Fair American Insurance and Reinsurance Company.

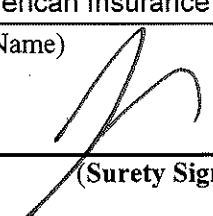
We the undersigned hereby guarantee that the (Bert Winters Park Phase II (RE-BID), Project No. P-2024-001817-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

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

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

RALPH DELLA-PIETRA INC.
(Contractor Name) (Seal)
By: 
(Contractor Signature)
Ralph Della-Pietra, Pres.
(Print Name and Title)

Fair American Insurance and Reinsurance Company
(Surety Name) (Seal)
By: 
(Surety Signature)
Jason S. Centrella, Attorney-in-Fact
(Print Name and Title)

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, 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; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, 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 \$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 Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, President and CEO

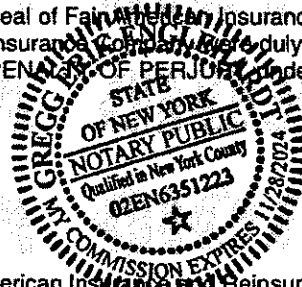
By: 
Paul J. Claus, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and 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.


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 _____


Christopher O'Gwen, President and CEO

Bond # BND1011620-00

No. 9139



RALPDEL-01

GLOVERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2025

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

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

PRODUCER Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458		CONTACT NAME: Turkessa (Kessa) Glover PHONE (A/C, No, Ext): (561) 472-0598 FAX (A/C, No): (561) 776-0670 E-MAIL ADDRESS: Kessa.Glover@ioausa.com		
INSURED Ralph Della-Pietra, Inc. 880 Jupiter Park Dr., Unit 13 Jupiter, FL 33458		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Southern-Owners Insurance Company		10190
		INSURER B : Auto-Owners Insurance Company		18988
		INSURER C : Florida Citrus, Business & Industries Fund		15764
		INSURER D : Federal Insurance Company		20281
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:</div>	X		72733303	8/17/2024	8/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED AND NONOW \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY</div>			4639101502	8/15/2024	8/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <div><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000</div>	X		4776307900	8/17/2024	8/17/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below</div>		N/A	10660784	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Equipment Floater			45468825	8/17/2024	8/17/2025	Incl. Leased/Rented 99,106

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: P-2024-001817-R1 Bert Winters Park Phase II (RE-BID)
Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees is included as Additional Insured with respect to the General Liability and Umbrella Liability policies, and is Primary and Non-contributory when required by written contract, per form: 55373 (5/17).

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County, Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

 1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B.** **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

 1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,
- in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

 2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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

SBE Subcontracting Program (25%
API: Min)

ANNUAL/TRADE: Minor Construction

November 20, 2024;
MANDATORY PRE-BID DATE: February 7, 2025

PROJECT NUMBER: P-2024-001817-R1
PROJECT NAME: Bert Winters Park Phase II (RE-BID)

PROJECT MANAGER: Sunil Jagoo, Project Manager

BID OPENING DATE: February 27, 2025

FIRM NAME	Ralph Della-Pietra Inc.	Randolph Construction Group, Inc.	West Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE	NON-SBE			
BID BOND	Yes	Yes	Yes			
BID	\$2,646,000.00	\$2,832,350.08	\$3,181,098.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory			
SBE PARTICIPATION	35.68%	59.85%	25.81%			
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory	Satisfactory			
NOTES:						

COMMENTS:

Bid Documents Opened By (Print Name): Diana Del Rio Cabrera

Bid Documents Recorded By (Print Name): Donna Lynch

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed. YES

The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor. YES

The recommended firm is registered in VSS. YES

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid: Ralph Della-Pietra Inc.

Charlene La Mattina, Project Manager

3.6.25
Date

David Hawke, Assistant Director

3.6.25
Date

POSTED
3-7-25

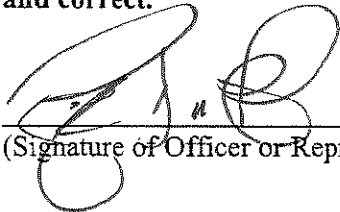
ATTACHMENT #6

***Subject to Emergency Ordinance 2025-014 approved by the BCC on June 3, 2025; as a result, the W/MBE participation is not enforceable.

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ralph Delle-Pietra, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.


(Signature of Officer or Representative)

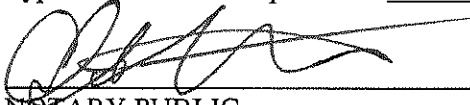
Ralph Delle-Pietra
(Printed Name of Officer or Representative)

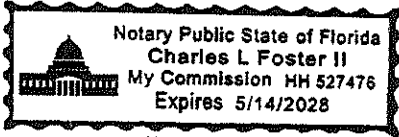
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 10th day of September 2024, by Ralph Delle-Pietra.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

July 2, 2025



Facilities Development &
Operations Department

Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0261
www.pbc.gov/fdo

**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

**Interim
County Administrator**

Todd J. Bonlarron

"An Equal Opportunity Employer"

Ralph Della-Pietra, Inc.
880 Jupiter Park Dr. #13
Jupiter, FL 33458

Re: P-2024-001817-R1
Bert Winters Park Phase II (Re-Bid) Project
Notification of Contract Clauses No Longer Being Enforced
Pursuant to Emergency Ordinance 2025-014

Dear Ralph Della-Pietra,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. As a result, the provisions contained on section 5 of the Invitation to Bid will not apply to the contract to be recommended for approval, only the small business enterprise (SBE) provisions will apply. To avoid delaying processing of this contract, rather than require your company to submit new EBO Schedule 1s and Schedule 2s, County staff has stamped the ones already submitted with the following statement "This Schedule is subject to the provisions of Emergency Ordinance 2025-014 approved by the BCC on June 3, 2025. As a result, the W/MBE participation is not enforceable.


Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,


Fernando DelDago
Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:


Ralph Della-Pietra, Inc.

Date

7/3/25

EC: Mark Broderick, Business Operations Division Director
Shethal Sinanan, CID Contract Manager

July 2, 2025



Facilities Development &
Operations Department

Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0261
www.pbc.gov/fdo

**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

**Interim
County Administrator**

Todd J. Bonlarron

Ralph Della-Pietra, Inc.
880 Jupiter Park Dr. #13
Jupiter, FL 33458

Re: Contract # R2025-0473
Minor Construction Services Annual Contract
Notification of Contract Clauses No Longer Being Enforced Pursuant
to Emergency Ordinance 2025-014

Dear Ralph Della-Pietra,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained on section 5.3 of contract number R2025-0473 **will not be enforced** as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.


Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,


Fernando DelDago
Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:


Ralph Della-Pietra, Inc.

Date 7/3/25

EC: Mark Broderick, Business Operations Division Director
Shethal Sinanan, CID Contract Manager

"An Equal Opportunity Employer"