

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-016 to the annual minor construction services contract (R2020-1345) with Republic Construction Corp (Contractor) in the amount of \$470,500 for the Criminal Justice Building A- Mail Room project for a period of 180 calendar days from notice to proceed.

Summary: The project consists of the renovation/buildout of an existing one story approximately 1600 square foot building to serve and function as a department mail receiving/processing facility. The renovation includes, but is not limited to; a complete buildout of the current space to include an office, mail pickup/sorting station, staff work stations, breakroom and a unisex restroom. Work Order 23-016 authorizes the construction services necessary to furnish all material, labor, supervision, permits and supplies necessary for the Criminal Justice Building A- Mail Room project. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 180 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$235 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 August 21, 2019. The Committee applied the following three Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects under \$100,000; or 2) a small business enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project \$100,000 or greater; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project \$100,000 or greater. Since this is a multi-trade project greater than \$100,000, the mandatory 25% SBE subcontracting goal API was applied. SBE participation for this Work Order is 25.07%. Cumulative SBE participation on the annual minor construction services contract is 58.27%. The Contractor is a Palm Beach County business and a graduate from the EBO program. Funding for this project is from the Public Building Improvement Fund. (Capital Improvements Division) District 3 (MWJ)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on January 26, 2023 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 23-016
4. Bid Summary
5. Annual Contract - Minor Construction #19602: Control Sheet

Recommended by:  Department Director 4/13/23 Date

Approved by:  County Administrator 5/3/23 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$470,500	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$470,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No: Fund 3804 Dept 411 Unit B748 Object 4907

CONSTRUCTION	\$470,500.00
STAFF COST	\$ 0.00
CONTINGENCY	<u>\$ 0.00</u>
TOTAL	\$470,500.00

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

Funding for this project will be from the Public Building Improvement Fund.

C. Departmental Fiscal Review: Robert Eric McMillan
RBPM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Laura Mata 4/17/23 Dr. J. Jaworski 4/19/23
 OFMB *4/19* Contract Development and Control
4-17-23 *4/19/23*

B. Legal Sufficiency:

COJ 4/19/23
 Assistant County Attorney

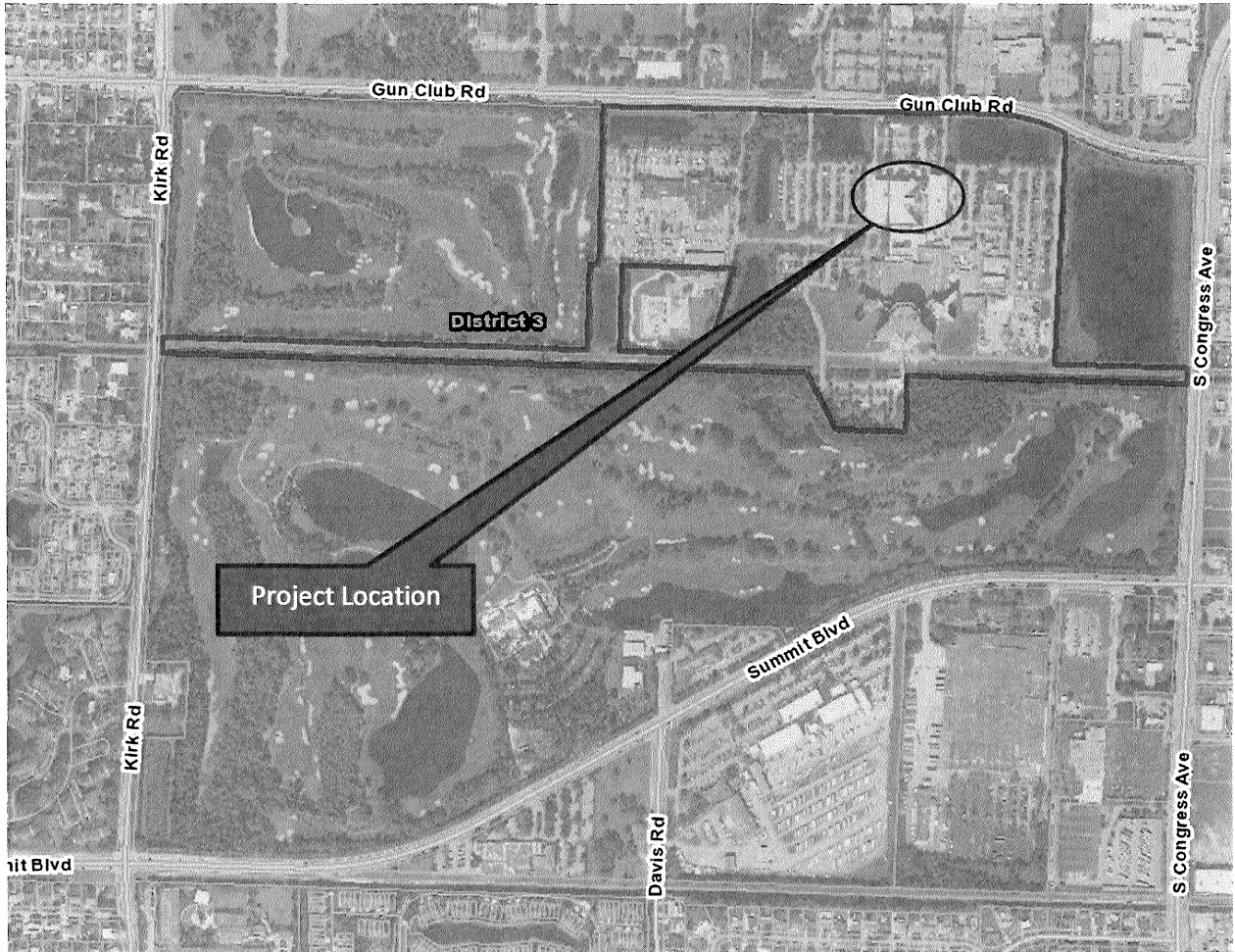
C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 2021-041386
Project Name: Criminal Justice Building A- Mail Room
Location: 3228 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/24/23 PHONE: 561-233-4408
 PROJECT MANAGER: Terri Wolfe, Project Manager
 PROJECT TITLE: Criminal Justice Building A – mail room

(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

REQUESTED AMOUNT: \$470,500.00

BCC RESOLUTION#:

eFDO # / PROJECT NUMBER: 2021-041386

DATE:

W.O. NUMBER: 23-016

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 3228 Gun Club Rd., West Palm Beach

BUILDING NUMBER: 108

CONSULTANT/CONTRACTOR: Republic Construction Corp. (minor)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to install mailroom per project requirements.

CONSTRUCTION	\$470,500.00
PROFESSIONAL SERVICES	\$ N/A
STAFF COSTS*	\$ N/A
EQUIP. / SUPPLIES	\$ N/A
CONTINGENCY	\$ 47,050.00 <i>K She</i>
TOTAL	\$517,550.00
	\$ 470,500.00

** 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: 3804 DEPT: 411 UNIT: B748 OBJ: 4907

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Ad Valorem (Amount \$ _____) | <input type="checkbox"/> Infrastructure Sales Tax (Amount \$ _____) |
| <input type="checkbox"/> State (source/type: _____ Amount \$ _____) | <input type="checkbox"/> Federal (source/type: _____ (Amount \$ _____) |
| <input type="checkbox"/> Grant (source/type: _____ Amount \$ _____) | <input type="checkbox"/> Impact Fees: (Amount \$ _____) |
| <input type="checkbox"/> Other (source/type: _____ Amount \$ _____) | |

DEPARTMENT: FD&O

BAS APPROVED BY: *Terri Wolfe*

DATE 3/6/2023

ENCUMBRANCE NUMBER: _____

Project Name: Criminal Justice Building A – mail room
Project No. 2021-041386

**WORK ORDER 23-016 TO
ANNUAL CONTRACT R2020-1345
FOR MINOR CONSTRUCTION
PROJECT NAME: CRIMINAL JUSTICE BUILDING A – MAIL ROOM
PROJECT NO. 2021-041386**

THIS WORK ORDER is made as of _____ 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 Republic Construction Corp, a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 46-4032559 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 9/15/20 (R2020-1345) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$470,500.00** for the construction costs of supplying all materials and labor to perform the required work set forth in this scope of work as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **180 days of notice to proceed**. Liquidated Damages are \$235/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 25.07% SBE subcontracting participation on this Contract. Contractor will provide 25.07% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs

Project Name: Criminal Justice Building A – mail room
Project No. 2021-041386

Addenda 1-5
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

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

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

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

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

Project Name: Criminal Justice Building A – mail room
Project No. 2021-041386

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

83.3 *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

8. Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Criminal Justice Building A – mail room
Project No. 2021-041386

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

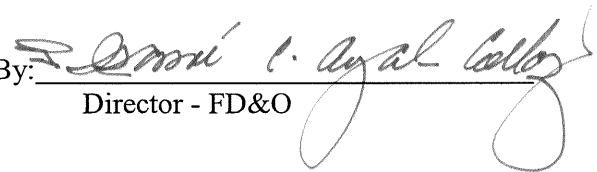
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director - FD&O

Project Name: Criminal Justice Building A – mail room
Project No. 2021-041386

WITNESS: FOR CONTRACTOR

CONTRACTOR: Republic Construction Corp

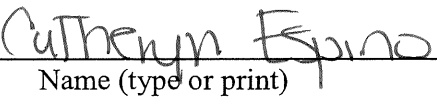
SIGNATURE



Signature



Signature



Name (type or print)



Name (type or print)



Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2021-041386

PROJECT NAME: Criminal Justice Building A - Mail Room

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ ₣ 470,500.00

Written amount Four hundred seventy thousand five hundred
x 7/100

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.

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

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 2017-1770 as amended.

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 12-7-23 Addendum # 3 dated 1-6-23
Addendum # 2 dated 12-19-23 Addendum # 4 dated 1-6-23
" " 5 " 1-18-23

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

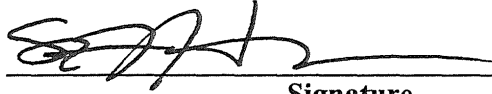
7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall 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:

Republic Construction Corp
Contractor Firm Name

1-26-23

Date



Signature

Steven Neubarth, President
Print Name and Title

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

Donna Lynch

From: Donna Lynch
Sent: Friday, February 10, 2023 12:20 PM
To: 'All-Site Construction, Inc.'; 'All-Site Construction, Inc. - Chalice Washington'; 'Republic Construction Corp.'; 'Ezra Saffold (ezra@allsiteinc.net)'
Cc: Terri Wolfe; Phyllis Lancaster
Subject: 2021-041386 Criminal Justice Building A - Mail Room
Attachments: 2021-041386- Bid Summary Approved.pdf
Importance: High

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on January 26, 2023.


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


Should you have any questions, please let us know.


Thanks,



Donna Lynch
Capital Improvements Division (CID)

 2633 Vista Parkway,
West Palm Beach, FL 33411

 (561) 233-0292

 DLynch@pbcgov.org

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

PROJECT NUMBER: 2021-041386
PROJECT NAME: Criminal Justice Building A - Mail Room
DATE: January 19, 2023

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Republic Construction Corp
_____ (hereinafter called "Principal"), and _____
The Cincinnati Insurance Company (hereinafter called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of Five percent of total amount bid

Dollars, (\$ 5% of total amount bid), (**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: **Criminal Justice Building A - Mail Room, Project Number 2021-041386**, 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: 2021-041386
PROJECT NAME: Criminal Justice Building A - Mail Room
DATE: January 19, 2023

IN WITNESS WHEREOF, the said Republic Construction Corp as "Principal" herein, has caused these presents to be signed in its name, by its President, and attested by its Vice President under the corporate seal, and the said The Cincinnati Insurance 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 17th day of January, A.D., 2023.

ATTEST: (SEAL)

[Signature]

Republic Construction Corp
(Contractor Firm Name)

Catherine Espino
Print Name

By: [Signature]
(Signature)

TITLE: Vice President

Steven Newbarth, President
Print Name and Title:

ATTEST: As per attached power of attorney (SEAL)

[Signature]

The Cincinnati Insurance Company
(Surety Name)

Lily Rafford
Print Name

By: [Signature]
(Signature)

TITLE: Client Relations Manager

Warren M. Alter, Attorney-in-Fact
Print Name and Title:

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

“RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

“RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



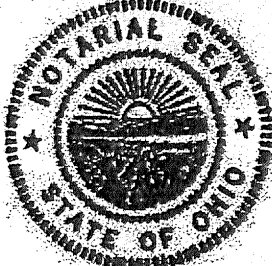
THE CINCINNATI INSURANCE COMPANY

Stephen A. Bursevich

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this 17th day of January, 2023



Steven D. Dan

Secretary

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 Sheltered Market for Small Construction Contracts**

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

 X **SBE Subcontracting Program**

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

OEBO SCHEDULE 1

Criminal Justice Building A - Mail Room

SOLICITATION/PROJECT/BID NAME: _____
 SOLICITATION OPENING/SUBMITTAL DATE: January 26, 2023

SOLICITATION/PROJECT/BID NO.: 2021-041386
 COUNTY DEPARTMENT: Capital Improvements

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: Republic Construction Corp ADDRESS: 7814 Monarch Ct. Delray Beach, 33446
 CONTACT PERSON: Steven Neubarth PHONE NO.: 561-374-0917 E-MAIL: steven@republicconstructioncorp.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$352,524.00
 *SMWBE Prime's 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	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. Knolys Johnson, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5,000.00					
2. Godfrey Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				52,754.00		
3. Brians Carpet & Commercial Flooring	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			15,892.00			
4. Protect Video, Inc	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				44,330.00		
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Total					5,000.00		15,892.00	97,084.00		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 470,500.00
 Total Certified S/m/WBE Participation \$ 117,976.00

I hereby certify that the above information is accurate to the best of my knowledge: Steven Neubarth,  President
 Name & Authorized Signature _____ Title _____

- Note:**
1. 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.
 2. Only those firms certified by Palm Beach County at the time of solicitation 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.
 3. Modification of this form is not permitted and will be rejected upon submittal.

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: 2021-041386

SOLICITATION/PROJECT NAME: Criminal Justice Building A - Mail Room

Prime Contractor: Republic Construction Corp

Subcontractor: Knolys Johnson, Inc

(Check box(s) that apply)

SBE WBE MBE S/M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): June 24, 2023

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

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input checked="" type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input 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
	Stucco				\$5,000.00

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: \$5,000.00

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: 0

Republic Construction Corp

Print Name of Prime

By: [Signature]
Authorized Signature

Steven Neubarth

Print Name

President

Title

Date: 1/17/2023

Knolys Johnson, Inc

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Knolys Johnson

Print Name

President Knolys JOHNSON

Title

Date: 1-17-23

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: 2021-041386

SOLICITATION/PROJECT NAME: Criminal Justice Building A - Mail Room

Prime Contractor: Republic Construction Corp

Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 4/14/25

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
	Electrical				\$52,754.00

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: \$52,754.00

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: _____

Republic Construction Corp

Print Name of Prime

By: [Signature]

Authorized Signature

Steven Neubarth

Print Name

President

Title

Date: 1-20-2023

Godfrey Electric

Print Name of Subcontractor/subconsultant

By: [Signature]

Authorized Signature

Albert A. Godfrey

Print Name

President

Title

Date: 1/18/23

OEBO LETTER OF INTENT – SCHEDULE 2

I, the undersigned, being duly qualified, hereby certify that I am a Subcontractor/subconsultant (for contract and award purposes) and I hereby certify that by signing the Schedule 2, I understand and agree to the terms and conditions of the contract. 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: 2021-041386

SOLICITATION/PROJECT NAME: Criminal Justice Building A - Mall Room

Prime Contractor: Republic Construction Corp Subcontractor: Brian's Carpet & Commercial

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): March 21, 2020

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

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" 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
91444	Flooring - LVP, Transitions, Vinyl Base	1	1	-	\$15,892.00

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: \$15,892.00 / 100%

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: _____

Republic Construction Corp.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Steven Neubarth
 Print Name
President
 Title
 Date: 1/16/2023

Brian's Carpet & Commercial Floorir
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
John Heezen
 Print Name
Vice President
 Title
 Date: January 6, 2023

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: 2021-041386

SOLICITATION/PROJECT NAME: Criminal Justice Building A - Mail Room

Prime Contractor: Republic Construction Corp Subcontractor: Protect Video, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/6/2022

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.

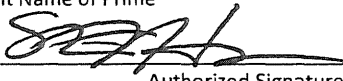
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Install access control, cctv and intercom		1		\$44,330.00

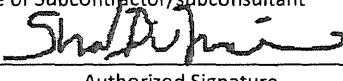
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$44,330.00

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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Republic Construction Corp
 Print Name of Prime
 By: 
 Authorized Signature
Steven Neubarth
 Print Name
President
 Title
 Date: 1/24/2023

Protect Video, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Shad DiMaria
 Print Name
President
 Title
 Date: 1/24/2023

**IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract - Minor Construction**

Contact: Terri Wolfe, PM, Capital Improvements Division
Phone: (561) 233-4408
Project Title: Criminal Justice Building A - Mail Room
Project #: 2021-041386
Project Location: 3228 Gun Club Road, West 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.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) calendar days from notice to proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of “Notice to Proceed” and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$235 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 verifying site conditions and obtaining all measurements during the site inspection and prior to construction.

2. SCOPE OF WORK

To furnish all material, labor, supervision, permits, and supplies necessary to install mailroom per the project requirements provided below:

- a. Contractor is responsible for adhering to the project requirements detailed in the engineer’s drawings and specifications in Exhibit “1”.
- b. Work to be completed during work hours, but subject to no more than two-hour variances, depending on specific security site requirements. Any disrupted facility functions on the site related to this project shall be operational by the end of each

work effort, unless otherwise agreed to in writing with forty eight (48) hour advance notice. The surrounding site should be properly cleared and secured after each work effort.

- c. Certificate of Completion serves as notice of Substantial Completion. Contractor to notify the Project Manager in writing within twenty-four (24) hours of receipt of Certificate of Completion of Substantial Completion date.

3. SUBMITTALS

All submittals shall be sent to engineer for approval. They will seek further review with Palm Beach County (PBC) facilities as required. 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 appropriate design consultant and (PBC) Facilities as required 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 its selected products for approval by the engineer and (PBC) Facilities as required. Such submittals shall include as much detail, and in a format, as required by designated approver, so as to allow the designated approver 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 engineer 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

- a. Work area shall be established, operated and maintained to ensure the safety of workers, County staff and the public.
- b. Contractor shall protect all workers, staff and the general public from injury.
- c. Contractor shall provide any and all necessary temporary site protection necessary to safeguard and preserve the existing condition(s), facilities, parking lots, drives, sidewalks, equipment and any other existing components of the Site throughout the duration of the Project. Any damaged and/or altered items as a result of the Work on and/or around the immediate work/ site area shall be restored to their original conditions prior to Substantial Completion.
- d. Any damage that has occurred to the facility or grounds in the immediate project area shall be rectified prior to the end of each work day. Interior facilities, as well as exterior shall be restored to a safe condition at the end of every work effort each day/evening.

- e. Contractor shall not interfere with any building operations outside of immediate construction limits. Materials and/or vehicles are not permitted to block access roads of County employees performing their daily duties in and around the adjacent construction site without prior written approval.
- f. Contractor shall coordinate and schedule all work with the Project Manager.
- g. Contractors shall adhere to the requirements detailed in Exhibit "1".

6. PROJECT CONDITIONS

Contractor is to review all construction requirements with the Project Manager/ PBC Facilities. 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 required power interruptions, etc. will be scheduled on what approx. days. 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 the Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

If demolished materials are to be kept on-site more than twenty-four (24) hours prior to removal, the Contractor must notify and receive approval from the Project Manager.

This is a 24-7 Critical Function Facility. Per the Contract documents the contractor must submit a detailed construction project schedule identifying power interruptions to the facility or equipment. The Contractor to confirm any upcoming shutdown and provide at least seventy two (72) hours' notice for each event. A detailed power outage sequence plan will need to be provide with each requested shut-down, minimizing power down time. The Project Manager and PBC Facilities will make arrangements to accommodate the request as soon as possible without disruption to critical functions.

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 the Project Manager in writing, will become part of the Contractors' scope. All other items identified in writing, if approved, shall result in a potential 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 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

Contractor personnel are not required to obtain Palm Beach County security clearance in order to perform work.

This project is subject to: Critical Facilities Background Check
 CJI Facilities Background Check
 No Background Check

If Contractor’s employees or subcontractors’ employees are required under this contract to enter a “critical facility” as identified in Resolution R2003-1274, those employees shall undergo a criminal history record check in order to be granted access pursuant to the latest version of Chapter 2, Article IX of the Palm Beach County Code. In addition, for access to a Palm Beach County Sheriff’s Office facility, an additional criminal history records check will be required.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County’s Electronic Services and Security Division/Access section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDEL/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

All contractor and sub-contractor employees will be required to attend a three (3) hour “Working among the Inmates” class given by PBSO Corrections personnel prior to working in the inmate housing area.

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.

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

PROJECT NAME: Criminal Justice Building A - Mail Room

PROJECT NUMBER: 2021-041386

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 12/7/2022

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. 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 one (1) page.

CHANGE TO INVITATION FOR QUOTE/BID

1. **Mandatory Pre-Bid Conference** – delete and replace with the following:

Mandatory Pre-Bid Conference. There will be a *Mandatory Pre-Bid Meeting* at **Criminal Justice Building** (meeting main entrance), located at **3228 Gun Club Road, West Palm Beach, FL** at **10:30 a.m. on December 21, 2022**. The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid. **The work is to be done under the terms and conditions of Palm Beach County's Annual Contract – Minor Construction as supplemented by this Invitation for Quote/Bid. You must attend this meeting if you intend to bid this work.**

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM

ADD1-1

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

PROJECT NAME: Criminal Justice Building A - Mail Room

PROJECT NUMBER: 2021-041386

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 12/19/2022

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. 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 one (1) page and one attachment.

ADDITION TO IFQ/BID – EXHIBIT 2

1. Insert Exhibit "2"

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

ACKNOWLEDGMENT OF RECEIPT: _____



END OF ADDENDUM

ADD1-1

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

PROJECT NAME: Criminal Justice Building A-Mail Room

PROJECT NUMBER: 2021-041386

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 1/6/2023

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 one (1) page.

1. RFI QUESTIONS/RESPONSES:

QUESTION: During the estimating phase on this project with JLRD, we quoted (2) sizes – a 48" and 60" wide.

The Drawing shows a 60" downdraft booth

The Spec calls out a 48" downdraft booth

Which size should we quote?

RESPONSE: #1 - Sheet M-1 and M-3 indicate a 48" wide booth be provided.

QUESTION: During estimating, we also quoted integrated sensors into the downdraft table for:

Biological hazards such as anthrax, Chemicals such as sarin gas, Radiological detection for dirty bombs, I did not see any of these listed on the spec. Do we need to include in our quote?

RESPONSE: #2 - Provide add alt cost to include integrated sensors for owner review and approval. Sensors not required in base bid.

QUESTION: The downdraft booth is designed to be self-contained – no ducting required and exhaust is recycled after going through a multi stage HEPA filter system.

There a lot of verbiage about ducting, are they planning to connect duct to the downdraft table too?

RESPONSE: #3 - Booth does not require duct connections.

QUESTION: It appears that it is asking for 5 years of warranty and one year of preventative maintenance. These are tied together and are not separated – we extend an annual warranty once we service the unit and are able to give it a clean bill of health for another year.

RESPONSE: #4 - Manufacturer to provide preventative maintenance and equipment warranties to be transferred to owner.

2. CLARIFICATION:

On Sheet LS-101, Life Safety Legend, at the end of “New Fire Extinguisher” delete the words “None req’d”.

On Sheet A-101, in Space MR 01, change “60” Downdraft Unit” to read “48” Downdraft Unit”.

On Sheet A-106, detail 08 Revised West Exterior Elevation, Change the note regarding the wall infill to read “ Wall infill shall be reinforced masonry as indicated in Wall Type W2 and as indicated on the structural drawings”.

3. CHANGE TO BID/QUOTATION FORM:

Change bid due date from “January 12, 2023”, by 2:00 PM” to read “January 19, 2023, by 2:00 PM”

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), 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, appearing to be 'S. J. H.', written over a horizontal line.

END OF ADDENDUM

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

PROJECT NAME: Criminal Justice Building A-Mail Room

PROJECT NUMBER: 2021-041386

ADDENDUM NUMBER: FOUR

DATE OF ISSUANCE: 1/6/2023

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 and one (1) attachment.

1. RFI QUESTIONS/RESPONSES:

QUESTION: 1. Please confirm the exterior finished product adjacent to drive/ramp to be compacted rock base as indicated on C1 & C2.

RESPONSE: #1 Confirmed - this is intended to be used for "unofficial parking" and was requested to be shell-rock by PBC. AG 1-9-23

QUESTION: 2. Life safety plan LS- 101 shows a Fire Extinguisher and cabinet on floor plan and in legend, however legend shows (none req'd). Please confirm if FE with cabinet is required, provided specifications and size of FE.

RESPONSE: #2 Delete the words "not required" from legend. One is required as indicated on drawings.

QUESTION: 3. Demo Plan AE-101 does not address the interior side of the exterior walls as requiring any demolition. As per the site visit it appears there is drywall and furring on the exterior walls. Please confirm if to be removed.

RESPONSE: #3 Interior finish on all exterior walls shall be removed so the exterior wall insulation can be installed directly to the interior face of the exterior block as required. Note that there is no indication of existing interior wall finish remaining on any wall type detail as the insulation is required to be installed directly and continuously to the interior face of the exterior wall.

QUESTION: 4. Finish Legend sheet A-102 calls for "All overhead existing structure to be painted with drywall paint." Please confirm.

RESPONSE: #4 Finish Schedule on Sheet A-102 indicates DF finish for the Electrical Room. The Electrical Room has exposed structure as indicated in the Reflected Ceiling Plan.

QUESTION: 5. Same Finish legend notes to use LVT adhesive rated for 100% RH min. Please provide product specification to use in the event of RH reading at 100%.

RESPONSE: #5 The RH can be reduced to 95% in lieu of 100%. Tarkett 959HM or Henry 695 High RH, or Palm Beach County approved equal, would be acceptable adhesives.

QUESTIONS: 6 FA System General Notes Sheet E-10 states that all FACP and devices shall comply with Specification section 28 31 00. We do not have written specifications for this project. Please confirm the specifications for the FA system panel & devices.

RESPONSE: #6 Confirm system requirements for all Palm Beach County facilities with ESS. ESS shall supply FA system panel & devices.

QUESTIONS: 7. Riser Key Notes 6 Sheet E-10 states for contractor to provide network rack. It was my understanding the Owner will provide all Data and Communication work. If we provide network rack, provide specification. Per site visit it seemed as though the owner would provide.

RESPONSE: #7 Confirm system requirements for all Palm Beach County facilities with ESS. ESS shall supply all Data and Communication work.

QUESTIONS: 8. Riser Key Note 7 Sheet E-10 states "Provide Fiber Optic Cabling...." Please confirm the contractor is to provide the Fiber Optic Cabling per note.

RESPONSE: #8 Confirm system requirements for all Palm Beach County facilities with ESS. ESS shall supply Fiber Optic Cabling.

FIRE DETECTION AND ALARM GUIDELINES See Exhibit "3"

IT IS REQUIRED THAT THIS ADDENDUM NO. FOUR (4), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:



END OF ADDENDUM

ADD 1-2

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

PROJECT NAME: **Criminal Justice Building A - Mail Room**

PROJECT NUMBER: **2021-041386**

ADDENDUM NUMBER: FIVE

DATE OF ISSUANCE: January 18, 2023

TO: Prospective Bidders

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

This Addendum consists of one (1) page one (1) attachment.

A. CHANGE TO ATTACHMENTS

1. Insert Exhibit "4"

B. CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "January 26, 2023 by 2:00 PM" to read "January 26, 2023 by 2:00 PM".

IT IS REQUIRED THAT THIS ADDENDUM NO. FIVE (5), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:  _____

END OF ADDENDUM



www.altersurety.com

March 8, 2023

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Republic Construction Corp
Project: Criminal Justice Building A - Mail Room, Project Number 2021-041386
Bond No. B-9127234

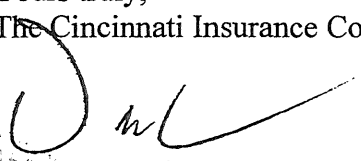
To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Palm Beach County. Please note that we have not dated the bonds, the Power of Attorney or the Form of Guarantee. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

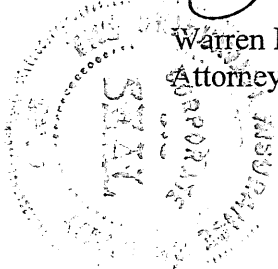
Please accept this letter as authorization to date the enclosed Public Construction Bond, and the attached Power of Attorney concurrently with the date of the contract and to date the form of guarantee upon substantial completion for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email lily@altersurety.com **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
The Cincinnati Insurance Company



Warren M. Alter,
Attorney-in-Fact



5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

PUBLIC CONSTRUCTION BOND

BOND NUMBER B-9127234

BOND AMOUNT Four Hundred Seventy Thousand Five Hundred & 00/100 (\$470,500.00)

CONTRACT AMOUNT Four Hundred Seventy Thousand Five Hundred & 00/100 (\$470,500.00)

CONTRACTOR'S NAME: Republic Construction Corp

CONTRACTOR'S ADDRESS: 55 SE 2nd Avenue, Delray Beach, FL 33445

CONTRACTOR'S PHONE: 561-900-3330

SURETY COMPANY: The Cincinnati Insurance Company

SURETY'S ADDRESS: PO Box 145496, Cincinnati, OH 45250

SURETY'S PHONE: 513-870-2000

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: Criminal Justice Building A – mail room

PROJECT NUMBER: 2021-041386

CONTRACT NUMBER (to be provided after Contract award): R2020-1345

DESCRIPTION OF WORK: Install mailroom per project requirements.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

3228 Gun Club Rd., West Palm Beach

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

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

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

Dollars \$470,500.00
Four hundred seventy thousand five hundred 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: Criminal Justice Building A – mail room
Project No.: 2021-041386
Project Description: Install mailroom per project requirements
Project Location: 3228 Gun Club Rd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD, Inc.
LOCATION OF FIRM: 1450 Centrepark Blvd., #350, West Palm Beach, FL 33401
PHONE: 561-689-2303

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of installing mailroom per project requirements, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the

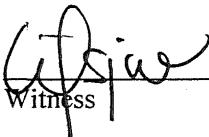
Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.


7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.

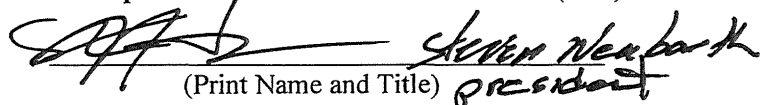


Witness



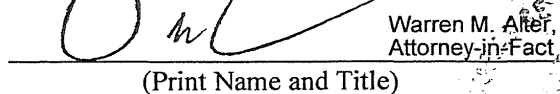
Witness

Republic Construction Corp
Principal (Seal)



(Print Name and Title) *Steven Neufarth*
president

The Cincinnati Insurance Company
Surety (Seal)



(Print Name and Title) *Warren M. Alter*
Attorney-in-Fact

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: Republic Construction Corp and Surety Name: The Cincinnati Insurance Company.

We the undersigned hereby guarantee that the (Criminal Justice Building A – mail room; #2021-041386) 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

Republic Construction Corp
(Contractor Name) (Seal)

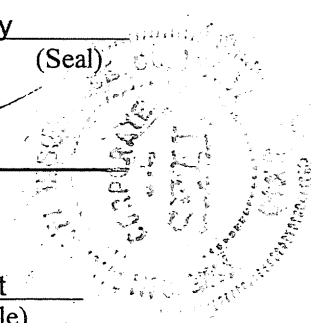
By: [Signature]
(Contractor Signature)

Steven Newbark President
(Print Name and Title)

The Cincinnati Insurance Company
(Surety Name) (Seal)

By: [Signature]
(Surety Signature)

Warren M. Alter, Attorney-in-Fact
(Print Name and Title)



MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint:

Warren M. Alter; David T. Satine and/or Jonathan A. Bursevich

of Miami Lakes, Florida

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this _____ day of _____



Steven D. Dan

Secretary

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

SBE Subcontracting Program
API: (25% Min)

ANNUAL/TRADE: Minor Construction

MANDATORY PRE-BID DATE: 12/21/2022

PROJECT #: 2021-041386

PROJECT MANAGER: Terri Wolfe, Project Manager

BID OPENING DATE: 1/26/2022

PROJECT NAME: Criminal Justice Building A - Mail Room

FIRM NAME	Republic Construction Corp	All-Site Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	NON-SBE	SBE			
BID BOND	Yes	Yes			
BID	\$470,500.00	\$530,620.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 4	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 5	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	25.07%	91.91%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:					

COMMENTS:

Bid Documents Opened By (Print Name): Rachel Richards

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:

Republic Construction Corp

Charlene La Mattina, Project Manager 2.9.2023
Date

Gigi Jones, Contract Manager 2/6/2023
Date

