



**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$727,940	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$727,940</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# 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 Nos:**

<u>Fund</u> 3600	<u>Dept</u> 582	<u>Unit</u> P925	<u>Object</u> 6504	\$60,000
<u>Fund</u> 3950	<u>Dept</u> 581	<u>Unit</u> T106	<u>Object</u> 6504	\$649,940
<u>Fund</u> 3950	<u>Dept</u> 581	<u>Unit</u> T106	<u>Object</u> 6505	\$18,000
CONSTRUCTION		\$709,940.00		
STAFF COST		\$ 18,000.00		
CONTINGENCY		\$ 0.00		
TOTAL		\$727,940.00		

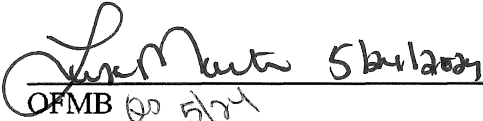

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding for this project is from a SWA grant and the Infrastructure Sales Tax Fund.


C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

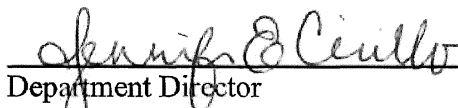
**A. OFMB Fiscal and/or Contract Development Comments:**

 OFMB 00 5/24  
 6/7/24  
 Contract Development and Control  
 Ind 6/5/24

**B. Legal Sufficiency:**

 6/10/24  
 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:** 2021-008776  
**Project Name:** Caloosa Park Racquetball Court Construction  
**Location:** 1300 SW 35th Avenue, Boynton Beach, Florida 33426



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 4/5/24      PHONE: 561-233-0219  
 PROJECT MANAGER: Charlene La Mattina, Project Manager  
 PROJECT TITLE: Caloosa Park - racquetball court construction  
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:  
 BCC RESOLUTION#:  
 DATE:

REQUESTED AMOUNT: \$709,940.00  
 eFDO # / PROJECT NUMBER: 2021-008776  
 W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:  
 SERVICE LOCATION: 1300 SW 35<sup>th</sup> Ave., Boynton Beach, FL  
 BUILDING NUMBER: 1043

CONSULTANT/CONTRACTOR: Ralph Della-Pietra, Inc. (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 demolish and replace sixteen (16) existing racquetball courts.

CONSTRUCTION	\$709,940.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 18,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
<b>TOTAL</b>	<b>\$727,940.00</b>

*\* 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: 3600	DEPT: 582	UNIT: P925	OBJ: 6504 - \$60,000.00
FUND: 3950	DEPT: 581	UNIT: T106	OBJ: 6504 - \$649,940.00
FUND: 3950	DEPT: 581	UNIT: T106	OBJ: 6505 - \$18,000.00

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

- Ad Valorem (Amount \$ \_\_\_\_\_ )       Infrastructure Sales Tax (Amount \$ 667,940 )
- State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_ )       Federal (source/type: \_\_\_\_\_ (Amount \$ \_\_\_\_\_ )
- Grant (source/type: SWA Amount \$ 60,000)       Impact Fees: (Amount \$ \_\_\_\_\_ )
- Other (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_ )

DEPARTMENT: Parks and Recreation

BAS APPROVED BY: Jenny & Ceila      DATE 5/22/2024

ENCUMBRANCE NUMBER: \_\_\_\_\_

**WORK ORDER 24-015 TO  
ANNUAL CONTRACT R2020-1575  
FOR MINOR CONSTRUCTION  
PROJECT NAME: CALOOSA PARK RACQUETBALL COURT CONSTRUCTION  
PROJECT NO. 2021-008776**

**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 Ralph Della-Pietra, Inc., a Florida 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 10/20/2020 (R2020-1575) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$709,940.00** for the construction of demolishing and replacing sixteen (16) existing racquetball courts 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 **150** calendar days of notice to proceed. Liquidated Damages are \$200/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 11.52% SBE subcontracting participation on this Contract. Contractor will provide 26.92% 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

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:*

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

*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 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 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*

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.

*The following General Conditions are added to the General Conditions:*

**GC 84 INTERACTIONS WITH COUNTY STAFF**

*In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.*

**GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

*Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.*

**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: Caloosa Park racquetball court construction**  
**Project Number: 2021-008776**

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

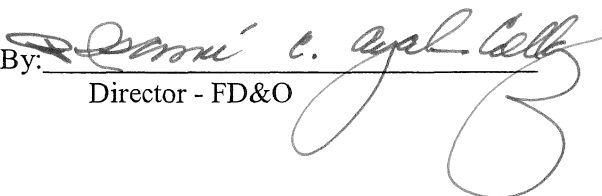
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

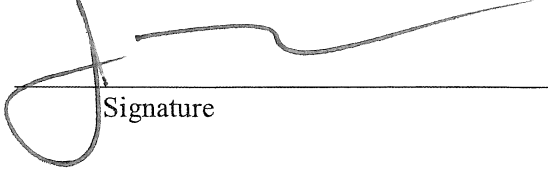
By:   
County Attorney

By:   
Director - FD&O



Project Name: Caloosa Park racquetball court construction  
Project Number: 2021-008776

WITNESS: FOR CONTRACTOR  
SIGNATURE

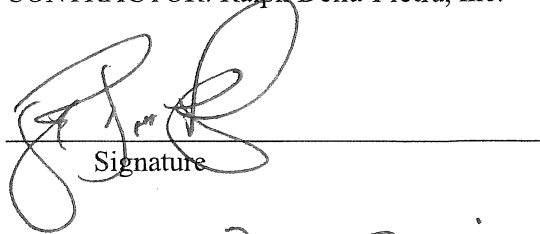


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Signature

Joshua Della-Pietra  
Name (type or print)

CONTRACTOR: Ralph Della-Pietra, Inc.



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Signature

Ralph Della-Pietra, President  
Name (type or print)

President  
Title

(Corporate Seal)

**BID FORM**

PROJECT NUMBER: 2021-008776

PROJECT NAME: Caloosa Park Racquetball Court Construction

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 \$ 709,940.00

Written amount Seven hundred nine thousand nine hundred forty 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.

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes X 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 2/5/24  
Addendum # 2 dated 1/3/24 Addendum # 4 dated 2/23/24  
Addendum # 5 dated 2/27/24

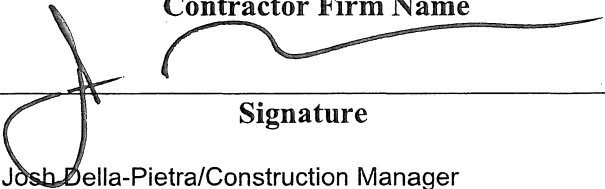
The undersigned has included the signed addenda, if issued, in its bid package.

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:**

3/14/24  
**Date**

Ralph Della-Pietra, Inc.  
**Contractor Firm Name**

  
**Signature**

Josh Della-Pietra/Construction Manager  
**Print Name and Title**

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

**Donna Lynch**

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**From:** FDO-CID-Bids  
**Sent:** Wednesday, March 27, 2024 10:08 AM  
**To:** 'Ralph Della-Pietra'; 'steven@republicbuilds.com'; 'chrisrossi@boromeiconstruction.com'  
**Cc:** Amr Salam; Phyllis Lancaster  
**Subject:** 2021-008776 Caloosa Park Racquetball Court Construction  
**Attachments:** 2021-008776 - Bid Summary Approved.pdf


Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on March 14, 2024.


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


Thanks,



Donna Lynch  
*Capital Improvements Division (CID)*

 2633 Vista Parkway,  
West Palm Beach, FL 33411

 (561) 233-0292

 [DLynch@pbcgov.org](mailto:DLynch@pbcgov.org)

Need Forms? Click on the link below.

[Capital Improvements Forms](#)




PROJECT NUMBER: 2021-008776  
PROJECT NAME: Caloosa Park Racquetball Court Construction  
DATE: Bid Date: 03/14/2024  
Bid Bond Dated: 02/29/2024

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 29th day of February A.D., 2024.

ATTEST:

(SEAL)

  
\_\_\_\_\_  
(Signature)  
Josh Della-Pietra  
Print Name

TITLE: Construction Manager

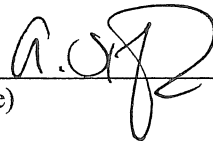
Ralph Della-Pietra Inc.  
\_\_\_\_\_  
(Contractor Firm Name)

By:   
\_\_\_\_\_  
(Signature)

Ralph Della-Pietra President  
Print Name and Title:

ATTEST:

(SEAL)

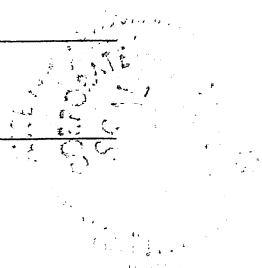
  
\_\_\_\_\_  
(Signature)  
Alane Skaff  
Print Name

TITLE: Witness

Fair American Insurance and Reinsurance Company  
\_\_\_\_\_  
(Surety Name)

By:   
\_\_\_\_\_  
(Signature)

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



*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 Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2<sup>nd</sup> 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 11<sup>th</sup> day of July 2021.

Fair American Insurance and Reinsurance Company

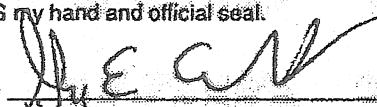
By:   
Christopher O'Gwen, President and CEO

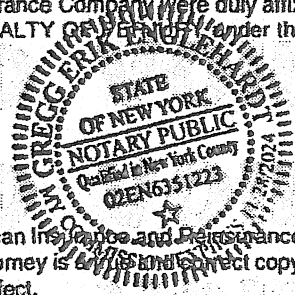
By:   
Paul J. Clauss, Vice President

STATE of NEW YORK  
COUNTY of NEW YORK

On July 11, 2022 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 29<sup>th</sup> day of February 2024

  
Christopher O'Gwen, President and CEO

No. 6988

BND1010743-00

**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.

       **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

SOLICITATION/PROJECT/BID NAME: Caloosa Park Racquetball Court Construction SOLICITATION/PROJECT/BID NO.: 2021-008776

SOLICITATION OPENING/SUBMITTAL DATE: 3/14/2024 COUNTY DEPARTMENT: FDO/CID

**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.: 5617233116 E-MAIL: josh@rdpconst.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$191,085.00 Non-SBE  MBE  WBE  SBE

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

**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 Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. ( <a href="https://www.pbcgov.org/pbcvendors">https://www.pbcgov.org/pbcvendors</a> )									
1. Ironclad Engineering, Inc, 4572 Avocado Blvd. WPB FL 33411	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$74,211.00	_____	_____
2. Superior Fence & Rail 2976 Lark Rd. Palm Springs FL 33406	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$58,357.00	_____	_____
3. Demcon Group, LLC. 4671 NW 103rd Ave. Sunrise FL 33351	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$24,927.00	_____	_____
4. Cook Shell Contractors, LLC. 4712 SE Dixie Hwy. Stuart FL 34994	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$361,360.00	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 709,940.00 Total \$518,855.00

Total Certified S/M/WBE Participation \$ \$191,085.00 26%

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

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 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.
  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: **2021-008776**

SOLICITATION/PROJECT NAME: **Caloosa Park Racquetball Court Construction**

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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	Concrete, Painting, & Construction Management Services	\$191,085.00	1		\$191,085.00

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: \$191,085.00

**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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.

Print Name of Prime

By: [Signature]  
Authorized Signature

Josh Della Pietra  
Print Name

Construction Manager  
Title

Date: 3/14/24

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

Print Name

Title

Date: \_\_\_\_\_

**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: 2021-008776

SOLICITATION/PROJECT NAME: Caloosa Park Racquetball Court Construction

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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

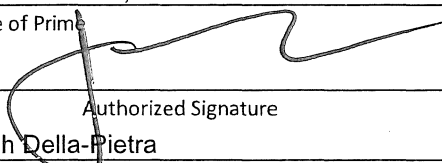
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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.

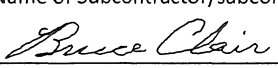
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Earthwork/Paving	\$74,211.00	1		\$74,211.00

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: \$74,211.00

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Josh Della-Pietra  
 Print Name  
Construction Manager  
 Title  
 Date: 2/28/24

Ironclad Engineering, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Bruce Clair  
 Print Name  
V.P.  
 Title  
 Date: 2-28-24

**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: 2021-008776

SOLICITATION/PROJECT NAME: Caloosa Park Racquetball Court Construction

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Superior Fence and Rail

**(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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	Fencing	\$58,357.00	1		\$58,357.00

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: \$58,357.00

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.  
 Print Name of Prime  
 By: \_\_\_\_\_  
 Authorized Signature  
Josh Della-Pietra  
 Print Name  
 \_\_\_\_\_  
 Construction Manager  
 Title  
 Date: 2/27/24

Superior Fence and Rail  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
Eric Stanbra  
 Print Name  
 \_\_\_\_\_  
 President  
 Title  
 Date: 2/28/2024

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2021-008776

SOLICITATION/PROJECT NAME: Caloosa Park Racquetball Court Construction

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Demcon Group, 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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

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Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Demolition - CMU Walls/Footers & Fencing	\$24,927.00	1		\$24,927.00

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: \$24,927.00

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.  
 Print Name of Prime  
 By: \_\_\_\_\_  
 Authorized Signature  
Josh Della-Pietra  
 Print Name  
 \_\_\_\_\_  
 Construction Manager  
 Title  
 Date: 3/12/24

Demcon Group, LLC.  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
CARLOS MOREMENO  
 Print Name  
Partner  
 Title  
 Date: 3/12/24

**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: 2021-008776

SOLICITATION/PROJECT NAME: Caloosa Park Racquetball Court Construction

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Cook Shell Contractors, 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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

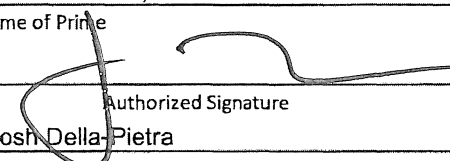
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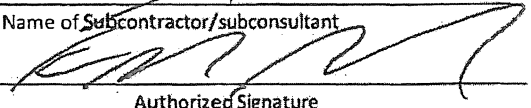
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Racquetball Court Cast in Place Concrete		1		\$ 361,360.00

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: \$ 361,360.00

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<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Josh Della-Pietra  
 Print Name  
Construction Manager  
 Title  
 Date: 2/27/24

Cook Shell Contractors, LLC.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Frank Cook  
 Print Name  
Owner  
 Title  
 Date: 2/28/24

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

Contact: Mitchell Silverman, Project Manager  
Phone: (561)233-2057  
Project Title: Caloosa Park Racquetball Court Construction  
Project #: 2021-008776  
Project Location: 1300 SW 35th Avenue, Boynton Beach, FL

**1. GENERAL**

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work is to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, but subject to no more than one-hour variances, depending on specific Park requirements.
- 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 fifty (150) 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 \$200 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 demolish and replace raquetball courts per the project requirements provided below:

- a. Demolition of sixteen (16) existing (approx. 16 ft. high) Racquetball Courts.
- b. Demolish all existing concrete slabs. Provide new concrete slabs to match existing elevations. Provide striping per racquetball court standards.

- c. The Contractor shall construct five (5) new single wall racquetball courts and seven (7) new 3-walled racquetball courts to match existing dimensions and configurations, including top-of-wall fencing with shade cloth. Courts are to be constructed using the cast-in-place concrete method (no stucco finish). As-built provided by Palm Beach County (PBC). Note: these courts will be 16 ft. high and twelve 12 in. thick cast-in-place concrete.
- d. Geotechnical and structural report for foundation design will also be provided under this proposal (see Exhibit "3").
- e. Grades in the restored / re-built playing surface will be set to match the existing grades as provided by the as-built drawings provided by PBC.
- f. Contractor is responsible for adhering to the Project Requirements detailed within the attached Design and Structural Drawings (Exhibit "1"), and the Technical Specifications (Exhibit "2").
- g. Grades in the restored/rebuilt playing surface will be set to match the existing grades as provided by the as-built drawings provided by PBC.
- h. 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.
- i. In the event that any single court needs to be shut down for any amount of time outside the hours of 4:00 p.m. to 7:00 a.m., the Contractor must notify the Project Manager at least seventy-two (72) hours in advance. The Project Manager and Parks will arrange to accommodate the request (barring a previously scheduled special event). No more than one (1) field/court per park may be rendered unusable at any given time.
- j. Work area shall be established, operated, and maintained to ensure the safety of workers, County staff, and the public.
- k. Contractor shall provide any and all necessary temporary site protection necessary to safeguard and preserve the existing condition(s) of the sports fields, 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 playing surfaces/fields shall be restored to their original conditions prior to substantial completion.
- l. Any damage that has occurred on and/or around playing surfaces / fields, shall be rectified prior to the end of each work day.
- m. Contractor shall not interfere with any parks 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.
- n. 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.



- o. Contractor is responsible for verifying all existing site conditions prior to construction.

### **3. SUBMITTALS**

All submittals shall be sent to the Design Professional for review and 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 its selected products for approval by the Design professional and Project Manager. Such submittals shall include as much detail, and in a format, as required by the Design professional, so as to allow the Design professional 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 Design professional 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 fields, poles, electrical panels/rooms, etc. will be scheduled on what 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.

### **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**

**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: Caloosa Park Racquetball Court Construction

PROJECT NUMBER: 2021-008776

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 12/7/2023

**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 and one (1) attachment.

**CHANGE EXHIBIT "1"** Insert Exhibit "1A", which includes sheets S-001, S-002, S-101, S-201 dated January 27, 2023.

**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: \_\_\_\_\_

END OF ADDENDUM

**ADDENDUM – 1  
Page 1 of 1**

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

PROJECT NAME: Caloosa Park Racquetball Court Construction

PROJECT NUMBER: 2021-008776

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: 1/3/2024

**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 BID/QUOTATION FORM:**

1. Change bid due date from "January 11, 2024 by 2:00 p.m." to read "February 15, 2024 by 2:00 p.m."

**IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2) 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

ADDENDUM – 2  
Page 1 of 1

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

PROJECT NAME: Caloosa Park Racquetball Court Construction

PROJECT NUMBER: 2021-008776

---

**ADDENDUM NUMBER: THREE**

DATE OF ISSUANCE: 2/5/2024

**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 three (3) pages and three (3) Exhibits.

**CHANGE TO BID/QUOTATION FORM:**

Change bid due date from "February 15, 2024 by 2:00 p.m." to read "February 29, 2024 by 2:00 p.m."

**Responses to Requests for Information:**

***RALPH DELLA PIETRA***

**Question #1:** It was discussed at the Pre-Construction meeting that the walls will receive painting in lieu of the waterproofing. Could you please confirm this is correct?

**Response:** Yes, they will require painting in addition to weatherproofing (WP).

**Question #2:** Could you provide the updated drawings that show the correct work in regards to the existing push buttons for the existing lights?

**Response:** See Exhibit "3A", revised sheets D-101 & A.201 addressing the push button issue.

**Question #3:** It was discussed that the owner/engineer will provide a lay-down area and MOT drawing for the removal of debris (Fence Layout). Just want to confirm this is correct?

**Response:** See Exhibit "3A", revised Sheet G-100 for information regarding the designated lay-down area.

**Question #4:** Detail 1 on A-250 calls for a class 2 rubbed finish per spec section 504, Epoxy waterproofing to be applied per 504.03.03. Could you provide these specifications? We cannot seem to find them in the spec. book.

**Response:** See Exhibit "3A", revised sheet A250, Detail 01. Waterproofing shall be: FOUNDATION ARMOR; "SX5000 WB", clear matte water, penetrating based Silane-Siloxane Sealer or approved equal.

**Question #4:** Will the new cast in place walls require painting or just the above waterproofing? Detail 4 on A-250 Note 3 calls out Tan Color to Match Existing at Caloosa Park.

**Response:** Yes, they will require painting in addition to the WP.

**Question #5:** Would you be able to provide the existing drawings? This would be helpful for the demolition that is required for the size and depth of the footers.

**Response:** Copy of available record drawings are attached (4 sheets: Paving, Grading & Drainage Plan; Lighting Plan; Facilities Detail Plan & Site Plan). See Exhibit "3C"

**Question #6:** Sheet A-202 calls for a play court surface by Sport master or equal. I would like to confirm this will only be applied over the new Asphalt and the resurfaced Asphalt area.

**Response:** Yes, this will be applied over resurfaced / new asphalt area.

**Question #7:** A251 Detail 04 shows boulevard brace clamps (blvds) only on mid rail fence, top rail shows loop caps and bottom rail shows rail ends... most jobs use blvds throughout, please confirm

**Response:** See Exhibit "3A", revised sheets A-250 & A251. All connectors shall be boulevard brace connectors.

**Question #8:** A251 Detail 04 Shows Boulevard brace clamps (blvds) only on mid rail fence, top rail shows loop caps and bottom rail shows rail ends... most jobs use blvds throughout, please confirm

**Response:** See Exhibit "3A", revised sheets A-250 & A251. All connectors shall be boulevard brace connectors.

**Question #9:** Detail 04 bottom rail shows about 6" above ground. Please confirm

**Response:** Bottom rail to be set 1-1/2" above grade. Bottom of Fabric to be set 1/2" above grade. See Exhibit "3A" revised sheet A-250.

**REPUBLIC CONSTRUCTION CORP.**

**Question #10:** Asphalt Replacement. Note 1, sheet D-101 requires "Existing Asphalt Surface to be "Milled" in preparation for new overlay". Legend, Sheet A-202, Shows a cross

hatched area to be resurfaced over exiting base which would imply that we are removing the existing asphalt down to the existing rock base and installing a new asphalt surface. Please clarify the asphalt reconstruction requirements at the crossed hatch area on sheet A-202. If milling and re-surfacing please provide depth of exiting asphalt, depth of milling and detail of the cross hatched area including compaction requirements for sub grade, and rock base and detail of joint at cross hatched where it joins the hatched area.

**Response:** See Exhibit "3B", updated specifications with added spec. section 027470 "Asphaltic Concrete Paving for Play courts."

**Question #11:** Plans call to install salvaged shade cloth on exterior fence. There is not enough existing shade cloth to cover proposed exterior fence. There are two different fabrics installed on existing fence. Please clarify.

**Response:** Provide new shade cloth throughout.

**Question #12:** Provide top of footing elevation, or bottom?

**Response:** 1'-6" (see Exhibit "3A", Sheet S-201).

**Question #13:** Verify extent of wall paint and or waterproof coatings on ALL concrete wall surfaces.

**Response:** Waterproof coating "1A" and paint on all surfaces. (See Exhibit "2" and "3")

**CHANGE EXHIBITS:** Remove Exhibit "1" and "2" and insert the following:

1. Exhibit "3A", Revised Caloosa Park Racquetball Courts 95% Drawings, dated 01/02/2024.
2. Exhibit "3B", Revised Caloosa Park Racquetball Courts Specifications, 01/02/2024.
3. Exhibit "3C", Caloosa Park As-Builts.

**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:**

END OF ADDENDUM - 3

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

PROJECT NAME: Caloosa Park Racquetball Court Construction  
PROJECT NUMBER: 2021-008776

---

**ADDENDUM NUMBER: FOUR**

DATE OF ISSUANCE: 2/23/2024

**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.

**Responses to Requests for Information:**

**REPUBLIC CONSTRUCTION**

**Question #1:** Demolition plan sheet D-101 calls to Mill pavement..., cross hatched area on sheet A-202 shows new asphalt surface over existing base.

Confirm if we have to "mill" pavement as per D-101 or if we can simply remove/demo asphalt at contractors' option (means and methods)? We do not see the need to mill the asphalt in this application.

**Response:** Yes, complete removal of asphalt is acceptable.

**Question #2:** Please confirm the AHJ for permitting this project.

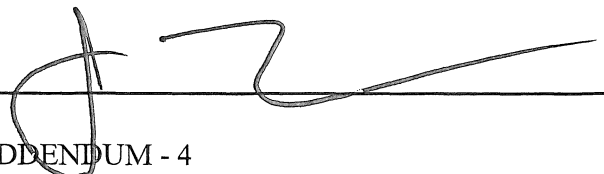
**Response:** City of Boynton Beach Building Division

**Question #3:** Specification states to utilize "Owner's" Geo-Tech firm for testing. Please confirm whom will procure AND PAY for testing the Owner or GC.

**Response:** Owner will procure & pay for testing.

**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 - 4

ADDENDUM - 4

1 of 1



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

PROJECT NAME: Caloosa Park Racquetball Court Construction

PROJECT NUMBER: 2021-008776

---

**ADDENDUM NUMBER: FIVE**

DATE OF ISSUANCE: 2/27/2024

**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 (2) attachments.

**CHANGE TO BID/QUOTATION FORM:**

1. Change bid due date from "February 29, 2024 by 2:00 p.m." to read "March 14, 2024 by 2:00 p.m."
2. **EXHIBIT:** Insert Exhibit "4A" and "4B"
3. **Responses to Requests for Information:**

**REPUBLIC CONSTRUCTION**

**Question #1:** Coating applied over specified waterproofing – need specification of compatible product.

**Response:** FOUNDATION ARMOR, "SX5000 WB" to be deleted from scope (See Exhibit 3A). Water-proofing is to be provided by the painting application (See Exhibit "4A", Section 2.03) which is as follows:

- A. **CONCRETE:** cementitious siding, flex board, transite, non-roof shingles, common brick, stucco, tilt-up, precast, and poured-in-place cement.
  1. Latex Systems:
    - a. Satin Finish:

**ADDENDUM - 5**

**1 of 2**

- 1) 1st Coat: Sherwin-Williams Loxon Concrete and Masonry Primer Sealer  
LX02W50: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle) [[sherwin-williams.com](http://www.sherwin-williams.com)].  
a) 5.3 to 8 mils wet, 2.1 to 3.2 mils dry.
- 2) 2nd and 3rd Coat: Sherwin-Williams A-100 Exterior, Exterior Latex Satin,  
A82 Series: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle) [[sherwin-williams.com](http://www.sherwin-williams.com)].  
a) 4 mils wet, 1.5 mils dry per coat.

**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 - 5

ADDENDUM - 5

2 of 2



RALPDEL-01

BUSHDIECKERL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/15/2023

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: Dawn Brooks
	PHONE (A/C, No, Ext): (561) 721-3750 26035 FAX (A/C, No): (561) 776-0670
	E-MAIL ADDRESS: Dawn.Brooks@ioausa.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Southern-Owners Insurance Company	NAIC # 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 :	

INSURED  
Ralph Della-Pietra, Inc.  
880 Jupiter Park  
Unit 13  
Jupiter, FL 33458

## 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		72733303	8/17/2023	8/17/2024	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/Non-Owned \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4639101502	8/15/2023	8/15/2024	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4776307900	8/17/2023	8/17/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	10660784	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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	8/17/2023	8/17/2024	Incl. Leased/Rented 99,106

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department is Additional Insured with respect to General Liability & is primary and non-contributory when required by written contract, per form: 55373 (5/17)

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County 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 

ACORD 25 (2016/03)

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**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000973	Ralph Della-Pietra, Inc		Compliant						
		A++ , XV	Auto-Owners Insurance Company	4639101502	8/15/2023	8/15/2024	Auto Liability		
		A++g , XV	Southern-Owners Insurance Company	72733303	8/17/2023	8/17/2024	Auto Liability		
		A++ , XV	Auto-Owners Insurance Company	4776307900	8/17/2023	8/17/2024	Excess Liability		
		A++g , XV	Southern-Owners Insurance Company	72733303	8/17/2023	8/17/2024	General Liability		
		NR-5 ,	FCBI	10660784	11/1/2023	11/1/2024	Workers Comp		

**Risk Profile :** Standard - Construction Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**



**ALLSTAR**<sup>™</sup>  
FINANCIAL GROUP

*Discover the Difference.*

April 12, 2024

**To: Palm Beach County Board of County Commissioners**

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

**RE: Caloosa Park – Racquetball Court Construction**

**Bond # BND1010918-00**

To Whom it May Concern:

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

Please return by email a copy of the dated bond documents to [askaff@allstarfg.com](mailto:askaff@allstarfg.com).

---

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

SURETY • FIDELITY • INSURANCE

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

**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 2<sup>nd</sup> 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.

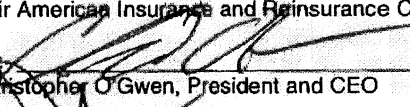
FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding 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 18<sup>th</sup> 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.

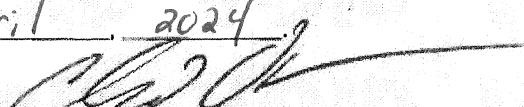
Signature  (Seal)



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 14 day of April, 2024.

Bond # BND1010918-00

  
Christopher O'Gwen, President and CEO

No. 7251

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER      BND1010918-00

BOND AMOUNT      \$709,940.00

CONTRACT AMOUNT      \$709,940.00

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:      365 Northridge Road, Suite 250

Atlanta, GA 30350

SURETY'S PHONE:      800-424-0132

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:      Caloosa Park – racquetball court construction

PROJECT NUMBER:      2021-008776

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK:      Demolish and replace sixteen (16) existing racquetball courts.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

1300 SW 35<sup>th</sup> Ave., Boynton 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 \$709,940.00  
Seven hundred nine thousand nine hundred forty 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: Caloosa Park – racquetball court construction  
Project No.: 2021-008776  
Project Description: Demolish and replace sixteen (16) existing racquetball courts  
Project Location: 1300 SW 35<sup>th</sup> Ave., Boynton Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Song & Associates, Inc.  
LOCATION OF FIRM: 1545 Centrepark Drive No., West Palm Beach, FL 33401  
PHONE: 561-655-2423

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 for the construction of demolishing and replacing sixteen (16) existing racquetball courts, 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.

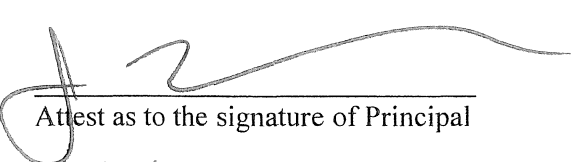
6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on \_\_\_\_\_, 20\_\_

PRINCIPAL: Ralph Della-Pietra, Inc.

By:  \_\_\_\_\_  
Signature

Ralph Della-Pietra, President  
(Print Name and Title)

 \_\_\_\_\_  
Attest as to the signature of Principal

Construction Manager  
Title

(SEAL)

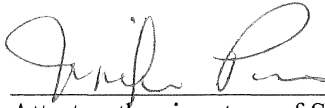
Address of Witness: 880 Jupiter Park Dr.,  
Unit 13, Jupiter, FL 33458

Address of Principal: 880 Jupiter Park Dr.,  
Unit 13, Jupiter, FL 33458

SURETY: Fair American Insurance and Reinsurance Company

By: \_\_\_\_\_  
Signature

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

  
Attest as the signature of Surety

Underwriting Assistant  
Title

(SEAL)

Address of Witness: 18100 Jefferson Park Rd.,  
Suite 104, Middleburg Heights, OH 44130

Address of Surety: 365 Northridge Road, Suite 250  
Atlanta, GA 30350

**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 (Caloosa Park – racquetball court construction; #2021-008776) 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)

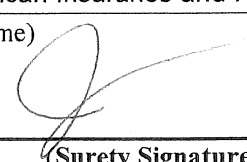
SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

Ralph Della-Pietra, Inc.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)

Ralph Della-Pietra, President  
(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**

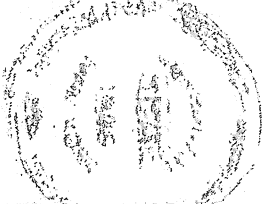
Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. 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 2<sup>nd</sup> 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 18<sup>th</sup> day of August 2023.



STATE of NEW YORK  
COUNTY of NEW YORK

Fair American Insurance and Reinsurance Company

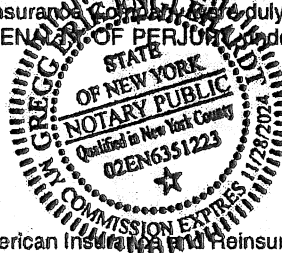
By:   
Christopher O'Gwen, President and CEO

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 \_\_\_\_\_ day of \_\_\_\_\_

Bond # BND1010918-00

  
Christopher O'Gwen, President and CEO

No. 7251

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

API: SBE Subcontracting Program (25% Min)      ANNUAL/TRADE: Minor Construction      MANDATORY PRE-BID DATE: 12/19/2023  
 PROJECT NUMBER: 2021-008776      PROJECT MANAGER: Amr Salam, Project Manager      BID OPENING DATE: 3/14/2024  
 PROJECT NAME: Caloosa Park Racquetball Court Construction

FIRM NAME	Ralph-Della Pietra Inc	Republic Construction Corp	Boromei Construction, Inc.		
PRIME LOCATION	LOCAL	LOCAL	NON-LOCAL		
PRIME SBE STATUS	SBE	SBE	NON-SBE		
BID BOND	Yes	Yes	Yes		
BID	\$709,940.00	\$794,000.00	\$964,282.00		
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 4	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 5	Acknowledged/Signed	Acknowledged/Signed	Not Acknowledged		
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory		
SBE PARTICIPATION	26.92%	52.64%	47.62%		
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory		
NOTES:		The amount listed on Schedule 1 not supported by total price or Schedule 2	The amount listed on Schedule 1 not supported by total price or Schedule 2		

COMMENTS:

Bid Documents Opened By (Print Name): Phyllis Lancaster      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

*Note: Tabulation is not official until checked and certified by Capital Improvements Division.*

**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*      3.26.2024  
 Charlene La Mattina, Project Manager      Date      **POSTED** 3-27-24  
*Donna Lynch*      3-26-2024

*Gigi Jones*      3/22/2024  
 Gigi Jones, Contracts Manager      Date

Annual Contract - Minor Construction #19602: Control Sheet

ORIGINAL CONTRACT CAPACITY INCREASES						25,000,000					
Minor Contract Expires 02/11/2025						25,000,000					
Board Item - Increase Capacity (6/15/2021) (Amendment #1)						\$5,000,000					
Board Item - Increase Capacity 4/5/2022 (Amendment #2)						\$5,000,000					
Board Item - Increase Capacity 12/20/2022 (Amendment #3)						\$10,000,000					
PROJECT INFORMATION						DOLLARS		SBE PARTICIPATION			
PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
2021-008776	Caloosa Park - racquetball court construction	RDP	\$709,940.00	24-015		\$20,446,425.55	\$4,553,574	\$191,085.00	\$191,085.00	26.92%	26.92%
MINOR CONSTRUCTION ANNUAL		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	All Site Construction, Inc. - R2020-0142	All-Site	\$1,811,065.50	\$ 855,809.78	47.25%	\$ 1,089,423.97	60.15%				
2	Andrea Construction, Inc. - R2020-0143	Andrea	\$6,990,235.02	\$ 4,270,047.10	61.09%	\$ 1,351,005.54	19.33%				
3	Anzco Inc. - R2020-0144	ANZCO	\$1,153,111.33	\$ 866,559.70	75.15%	\$ 58,083.00	5.04%				
4	Boromei Construction Inc. R2022-1276	Boromei	\$0.00	\$ -		\$ -					
5	Brothers Construction, Inc. - R2020-0562	Brothers	\$0.00	\$ -		\$ -					
6	Clean Air Restoration, Inc. d/b/a Chandler Construction Co. - R2020-0145	Clean Air	\$293,791.90	\$ 264,412.71	90.00%	\$ -	0.00%				
7	Close Constructions, LLC - R2021-1718	Close	\$0.00	\$ -		\$ -					
8	Cooper Construction Management and Consulting, Inc. - R2021-1719	Cooper	\$0.00	\$ -		\$ -					
9	D.W. Recreation Services, Inc. - R2021-1490	D.W.	\$1,115,057.00	\$ 1,067,042.00	95.69%	\$ -	0.00%				
10	DCOTA Contracting, Inc. - R2020-0146	DCOTA	\$0.00	\$ -		\$ -					
11	Dan Enterprises Team LLC R2023-1086	Dan	\$0.00	\$ -		\$ -					
12	Docks & More Construction Co. - R2020-1686	Docks	\$0.00	\$ -		\$ -					
13	E&F Florida Enterprises Inc. dba Creative Contracting Group - R2020-1687	E&F	\$0.00	\$ -		\$ -					
14	Engineered Comfort Solutions, Inc. - R2021-1236	Engineered	\$0.00	\$ -		\$ -					
15	Family Pools, Inc.	Family	\$0.00	\$ -		\$ -					
16	Florida Mechanical LLC - R2021-1720	Florida	\$0.00	\$ -		\$ -					
17	Garabar, Inc. R2022-0701	Garabar	\$0.00	\$ -		\$ -					
18	Glades Roofing, LLC - R2022-0186	Glades	\$0.00	\$ -		\$ -					
19	Greenview Construction LLC - R2020-0565	Greenview	\$0.00	\$ -		\$ -					
20	Hatcher Construction & Development, Inc. - R2020-0147	Hatcher	\$34,400.00	\$ 34,400.00	100.00%	\$ -	0.00%				
21	Hufcor, Inc. - R2020-0148	Hufcor	\$0.00	\$ -		\$ -					
22	In Depth Inc.	In Depth	\$0.00	\$ -		\$ -					
23	I. Q. Constructions, Inc. - R2021-1062	I. Q.	\$0.00	\$ -		\$ -					
24	JF Acquisition, LLC DBA JF Petroleum Group	JF	\$0.00	\$ -		\$ -					
25	J.I.J. Construction Corp. - R2021-0894	J.I.J.	\$0.00	\$ -		\$ -					
26	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$3,568,835.60	\$ 3,148,331.86	88.22%	\$ 692,426.71	19.40%				
27	Kelly Brothers, Inc. R2020-1344	Kelly	\$0.00	\$ -		\$ -					
28	Lambert Bros., Inc. - R 2020-0563	Lambert	\$0.00	\$ -		\$ -					
29	NYC Development & Construction Group Inc. R2024-0243	NYC	\$0.00	\$ -		\$ -					
30	One Call Florida, Inc. - R2020-0151	One Call	\$77,600.00	\$ 77,600.00	100.00%	\$ -	0.00%				
31	Onel Construction LLC - R2021-0796	Onel	\$114,301.91	\$ 97,993.99	85.73%	\$ -	0.00%				
32	Parsa Corporation - R2020-1029	Parsa	\$0.00	\$ -		\$ -					
33	Poseiden Dredge & Marine, Inc. R2020-0564	Poseiden	\$0.00	\$ -		\$ -					
34	Randolph Construction Group, Inc. - R2020-0566	Randolph	\$1,430,981.20	\$ 997,148.91	69.68%	\$ 97,993.99	6.85%				
35	J. Rawn Enterprises, Inc. - R2020-0149	Rawn	\$45,300.00	\$ 45,300.00	100.00%	\$ -	0.00%				
36	Ralph Della-Pietra, Inc. - R2020-1575	RDP	\$1,750,026.00	\$ 201,625.51	11.52%	\$ 68,136.00	3.89%				
37	Regal Contractors, Inc. - R2021-1491	Regal	\$0.00	\$ -		\$ -					
38	Republic Construction Corp. - R2020-1345	Republic	\$703,400.00	\$ 350,876.00	49.88%	\$ -	0.00%				
39	Solarguard Roofing, Inc. R2022-1115	Solarguard	\$0.00	\$ -		\$ -					
40	T & G Corporation dba T&G Constructors R2024-0244	T & G	\$0.00	\$ -		\$ -					
41	Walker Design & Construction Co. R2022-0702	Walker	\$0.00	\$ -		\$ -					
42	Waypoint Contracting Inc R2022-0846	Waypoint	\$0.00	\$ -		\$ -					
43	West Construction, Inc. - R2021-1721	West	\$0.00	\$ -		\$ -					
<b>TOTAL</b>			<b>\$19,088,105.46</b>	<b>\$12,277,147.56</b>	<b>64.32%</b>	<b>\$ 3,357,069.21</b>	<b>27.34%</b>				