

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

Meeting Date: August 20, 2024

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

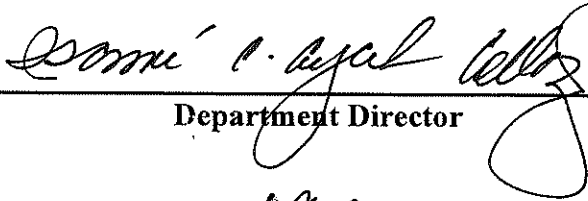
Motion and Title: Staff recommends motion to approve: Work Order No. 24-018 (Work Order) to the annual minor construction services contract (R2020-1575) with Ralph Della-Pietra Inc. (Contractor) in the amount of \$1,073,958 for the Peanut Island-Floating Dock Replacement (Re-bid) project for a period of 180 calendar days from notice to proceed.

Summary: The project consists of the replacement of the Peanut Island floating dock. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary for the Peanut Island-Floating Dock Replacement (Re-bid) project. The new floating dock system will better serve the public who utilize Peanut Island for recreational activities. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 180 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This Work Order was solicited pursuant to the annual minor construction services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual minor construction services contract was presented to the Goal Setting Committee on August 21, 2019. The Committee applied the following three Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects under \$100,000; or 2) a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project \$100,000 or greater; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project \$100,000 or greater. Since this is a single-trade project greater than \$100,000, the SBE price preference API was applied. The SBE participation for this Work Order is 57.94%. To date, the Contractor's overall SBE participation is 29.34%. To date, the overall SBE participation on the annual minor construction services contract is 62.46%. The Contractor is a certified SBE company. Funding for this project is from the 50.0M GO 06. Waterfront Access Fund. **(Capital Improvements Division) Districts 1 & 7 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 18, 2024 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received. The new floating dock system will better serve the public who utilizes Peanut Island for recreational activities.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-018
4. Bid Summary
5. Annual Contract-Minor #19602: Control Sheet

DMH Recommended by:  7/16/24
Department Director Date

Approved by:  7/30/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$1,100,758	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,100,758	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account Nos:

Fund 3038 Dept 581 Unit P922 Object 6504 \$1,073,958
Fund 3038 Dept 581 Unit P922 Object 6505 \$26,800 (staff cost)

CONSTRUCTION	\$1,073,958.00
STAFF COST	\$ 26,800.00
CONTINGENCY	\$ 0.00
TOTAL	\$1,100,758.00

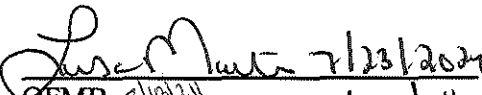
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the 50.0M GO 06. Waterfront Access Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/23/2024
 OFMB 7/19/24 CB 7/23/24  7/25/24
 Contract Development and Control
 And 7/25/24

B. Legal Sufficiency:

 7/26/24
 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: 2021-030498-R1
Project Name: Peanut Island-Floating Dock Replacement (Re-bid)
Location: 6500 Peanut Island Road, West Palm Beach, Florida 33404



E-MAILED
5-10-24

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/9/24 PHONE: 561-233-0283
PROJECT MANAGER: Terry Hearn, Facilities Systems Project Manager
PROJECT TITLE: Peanut Island – floating dock replacement (re-bid)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#: _____
DATE: _____

REQUESTED AMOUNT: \$1,073,958.00
eFDO # / PROJECT NUMBER: P-2024-002247 / 2021-030498-R1
W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 6500 Peanut Island Rd., West Palm Beach, FL

BUILDING NUMBER: 1345

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 replace floating dock.

CONSTRUCTION	\$1,073,958.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 26,800.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$1,100,758.00

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

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

FUND: 3038	DEPT: 581	UNIT: P922	OBJ: 6504 - \$1,073,958
FUND: 3038	DEPT: 581	UNIT: P922	OBJ: 6505 - \$26,800 - staff costs

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

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ (Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: Waterfront Bond Amount \$ 1,100,758)

DEPARTMENT: Parks and Recreation

BAS APPROVED BY: [Signature] DATE 5/10/24 7/16/24

ENCUMBRANCE NUMBER: _____

PALM BEACH COUNTY, FLORIDA
EXPENDITURE STATEMENT OF ACCOUNTS
FISCAL YEAR: 2024

FUND	DEPT	OBJECT	OBJECT NAME	APPROVED BUDGET	CURRENT BUDGET	ACCRUED EXPENDED	CASH EXPENDED	PRE ENCUMBERED	ENCUMBERED	UNCOMMITTED BALANCE
FUND: 3038 50.0M GO 06, Waterfront Access P922										
3038	581	3401	Other Contractual Service	0	226,900	0.00	0.00	169,400.00	57,500.00	0.00
3038	581	4421	Rent-Non-Motor Pool Vehi	0	0	0.00	0.00	0.00	0.00	0.00
3038	581	4607	Repair/Maint-Outside Serv	0	8,166	0.00	8,165.30	0.00	0.00	0.70
3038	581	4610	Repair/Maint-Buildings	0	28,162	0.00	9,635.06	0.00	16,760.00	1,766.94
3038	581	4611	Rep/Renov-Parks+Recrea	48,167	151,000	0.00	138,860.30	0.00	14,079.75	-1,940.05
3038	581	4674	Rep/Maint-Dp Equip & Sol	0	39,236	0.00	0.00	0.00	39,235.54	0.46
3038	581	6401	Machinery & Equipment	0	254,421	0.00	47,118.70	0.00	207,302.00	0.30
3038	581	6502	Building Construction - Cip	0	302,150	0.00	0.00	0.00	302,150.00	0.00
3038	581	6504	lotb Non Infrastructure	2,167,685	1,109,749	0.00	0.00	0.00	0.00	1,109,749.00
3038	581	6505	Design/Eng/Mgmt- Cip Ad	177,675	83,887	0.00	75,324.75	0.00	8,561.57	0.68
P922 Peanut Island Park Improvements				2,393,527	2,203,671	0.00	279,104.11	169,400.00	645,588.86	1,109,578.03
FUND: 3038				2,393,527	2,203,671	0.00	279,104.11	169,400.00	645,588.86	1,109,578.03
Grand Totals				2,393,527	2,203,671	0.00	279,104.11	169,400.00	645,588.86	1,109,578.03

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WORK ORDER 24-018
ANNUAL CONTRACT R2020-1575
FOR MINOR CONSTRUCTION
PROJECT NAME: PEANUT ISLAND – FLOATING DOCK REPLACEMENT (RE-BID)
PROJECT NO. 2021-030498-R1

THIS WORK ORDER is made as of August 20, 2024 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 **\$1,073,958.00** for the construction costs of replacing a floating dock as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **180** calendar days from Notice to Proceed. Liquidated Damages are \$120/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 29.34% SBE subcontracting participation on this Contract. Contractor will provide 57.94% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs
Bid Bond/Security

Project Name: Peanut Island – floating dock replacement (re-bid)
Project Number: 2021-030498-R1

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

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

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

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

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

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and 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

Project Name: Peanut Island – floating dock replacement (re-bid)
Project Number: 2021-030498-R1

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: Peanut Island – floating dock replacement (re-bid)
Project Number: 2021-030498-R1

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

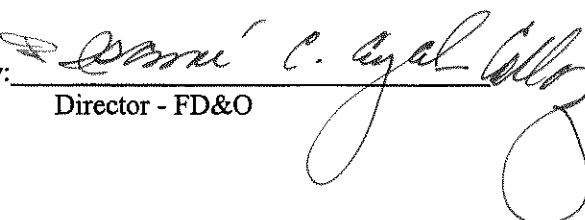
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

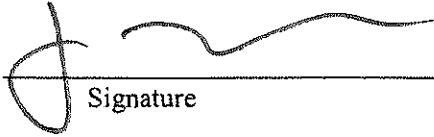
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Peanut Island – floating dock replacement (re-bid)
Project Number: 2021-030498-R1

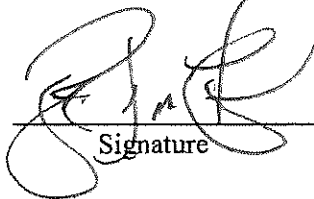
WITNESS: FOR CONTRACTOR
SIGNATURE



Signature

Josh Della-Pietra
Name (type or print)

CONTRACTOR: Ralph Della-Pietra Inc.



Signature

Ralph Della-Pietra
Name (type or print)

PRESIDENT
Title

(Corporate Seal)

QUOTE/BID FORM

PROJECT NUMBER: 2021-030498-R1

PROJECT NAME: Peanut Island - Floating Dock Replacement

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. Base Bid (All costs associated with replacement of floating dock) \$ 1,006,822.00

Written amount One million six thousand eight hundred twenty-two dollars and zero cents

1a. Alternate Bid (All costs associated with temporary dock) \$ 67,136.00

Written amount Sixty-seven thousand one hundred thirty-six dollars 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 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 04/05/2024 Addendum # _____ dated _____
Addendum # 2 dated 04/10/2024 Addendum # _____ dated _____

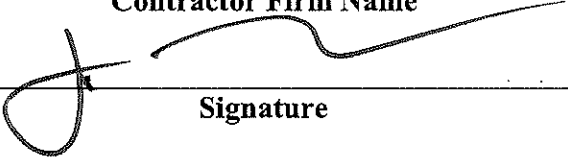
The undersigned has included the signed addenda, if issued, in its bid package.

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

QUOTE/BID PROVIDED BY:

4/17/24
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

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

PROJECT NUMBER: 2021-030498-R1

PROJECT NAME: Peanut Island - Floating Dock Replacement (RE-BID)

DATE: 04/11/2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Ralph Della-Pietra Inc.
(hereinafter called "Principal"), and Fair American Insurance and Reinsurance Company
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of FIVE PERCENT OF AMOUNT BID Dollars, (\$ 5% OF AMOUNT BID), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **(Project Name: Peanut Island - Floating Dock Replacement (RE-BID) and Number: 2021-030498-R1)**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 2021-030498-R1

PROJECT NAME: Peanut Island - Floating Dock Replacement (RE-BID)

DATE: 04/11/2024

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 25th day of March, A.D., 20 24.

ATTEST:

(SEAL)

[Signature]

(Witness Signature)
Joshua Della-Pietra

Print Name

Ralph Della-Pietra Inc.

(Contractor Firm Name)
By: [Signature]

(Signature)
Ralph Della-Pietra, Inc.

Print Name and Title:

TITLE: Construction Manager

ATTEST:

(SEAL)

[Signature]

(Witness Signature)
Alane Skaff

Print Name

Fair American Insurance and Reinsurance Company

(Surety Name)
By: [Signature]

(Signature)
Jason S. Centrella, Attorney in Fact

Print Name and Title:
FL Resident Agent # A300489
11481 Old St Augustine Rd. # 104
Jacksonville, FL 32258
904-230-1324

TITLE: Witness

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

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

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

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

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

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

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, President and CEO

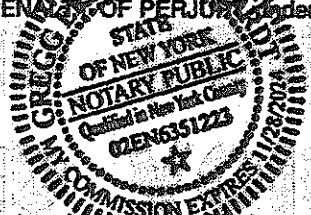
By: 
Paul J. Claus, Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature  (Seal)



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

Signed and sealed at the City of New York. Dated the 25th day of March 2024


Christopher O'Gwen, President and CEO

No. 4780

BND1010820-00

ATTACHMENT "A"
(for Minor Construction – Single Trade)

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

The API(s) approved for this project are selected below by . 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 Price Preference For Single Trade Construction**

The work orders under this contract for single trade construction shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

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: 2021-030498-R1

SOLICITATION/PROJECT NAME: Peanut Island - Floating Dock Replacement (RE-BID)

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): 02/27/24

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

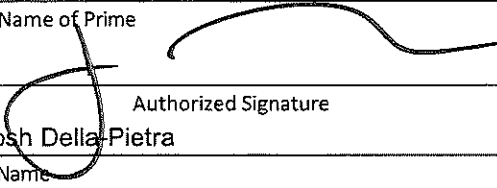
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1 Base	Construction Management Services	LS	1		\$611,439.85
1A Alt.	Construction Management Services	LS	1		\$10,836.50

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: \$622,276.35

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 2nd/3rd tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Josh Della Pietra
 Print Name
Construction Manager
 Title
 Date: 4/17/24

 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: 2021-030498-R1

SOLICITATION/PROJECT NAME: Peanut Island - Floating Dock Replacement (RE-BID)

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Custom Built Marine Construction, Inc

(Check box(s) that apply)

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

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

Column 1 **Column 2** **Column 3**

Male Female African-American/Black Asian American Caucasian American Supplier
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any 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	Base Bid (All costs associated with replacement of floating docks per Exhibit 1 & 2)	LS	1		\$395,382.15
1A	Alternate Bid (All costs associated with temporary dock Exhibit 3)	LS	1		\$56,299.50

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: \$451,681.65

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 2nd/3rd tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.
 Print Name of Prime

Custom Built Marine Construction, Inc
 Print Name of Subcontractor/subconsultant

By: [Signature]
 Authorized Signature

By: David Corrigan
 Authorized Signature

Josh Della-Pietra
 Print Name

[Signature]
 Print Name

Construction Manager
 Title

President
 Title

Date: 4/17/24

Date: April 15, 2024

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

Contact: David Lavinsky, Facilities Systems Project Manager
Phone: (561)233-0280
Project Title: Peanut Island - Floating Dock Replacement (RE-BID)
Project #: 2021-030498-R1
Project Location: 6500 Peanut Island Road, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work is to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 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 replace the floating dock at Peanut Island per the project requirements provided below:

- a. Supply and install a new Marina Technologies floating dock system, or Palm Beach County (PBC) approved equal, as per Exhibits "1" and "2". Contractor to provide

and install all equipment and material as listed in Exhibits "1" and "2". All notes and design requirements in Exhibit "1" and "2" shall be performed in accordance with the engineers' drawings and specifications.

- b. Anchoring, moorings, connectors, floatation, corners, fenders, decking, and all associated hardware are to be included.
- c. Contractor is to field verify all dimensions.
- d. Contractor shall supply manufacturers shop drawings.
- e. Contractor to perform the dock replacement portion of the project in a timely manner minimizing the downtime for usage by the client.
- f. Contractor to include removal and proper disposal of the existing dock.
- g. Provide and install a temporary dock system, per Exhibit "3", which will provide client with equal docking capability while project is in process. This floating dock system will be in place and operational prior to the removal of the existing dock.

3. SUBMITTALS

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

4. MATERIALS

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

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

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

7. PREPARATION

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

8. EXAMINATION

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

9. INSTALLATION

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

10. WARRANTY

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

11. CLEAN UP

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

12. SECURITY

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

This project is subject to:

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check

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

PROJECT NAME: Peanut Island - Floating Dock Replacement

PROJECT NUMBER: 2021-030498-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 4/5/2024

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 one (1) page and one (1) attachment.

CHANGE TO INVITATION FOR QUOTE/BID

1. **QUOTE/BID FORM**

Contractors to submit revised Quote/Bid form which now reflects a base and alternate bid.

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 - 1

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

PROJECT NAME: Peanut Island - Floating Dock Replacement

PROJECT NUMBER: 2021-030498-R1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 4/10/2024

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 (2) pages.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "April 11, 2024 by 2:00 p.m." to read "April 18, 2024 by 2:00 p.m."

RESPONSES TO REQUEST FOR INFORMATION:

Ralph Della-Pietra, Inc.

Question 1. With this change to the bid docs, is the alternate price for the temporary floating dock an add alternate to the new work? This is important to know due to the mobilization cost for the barge. Or should the project be figured as two separate mobilization as the county could award one alternate and not the other.

Response: The temporary dock was always included in the scope of work. We are requesting the temporary dock to be separated as this item may not be awarded.

Question 2. Is the base bid to only include work there that pertains to Exhibits 1 & 2? And the alternate bid is for Exhibit 3?

Response: Exhibit 1 and 2, do not make any reference to the temporary floating dock. However, Exhibit 3 does make a back reference to Exhibit 2. Exhibit 3 states that the temporary floating dock needs to meet the design loading specified in Exhibit 2.

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 - 2



**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
FINANCIAL GROUP

Discover the Difference.

June 12, 2024

To: Palm Beach County Board of County Commissioners

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

RE: Peanut Island, Floating Dock Replacement (re-bid)

Bond # BND1011113-00

To Whom it May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize **Palm Beach County Board of County Commissioners** to date the following documents for the captioned bond to match the contract date:

1. Contract date on the bond
2. Bond date on the bond
3. Date on the Power of Attorney
4. Date on Form of Guarantee Upon Substantial Completion

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



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

SURETY • FIDELITY • INSURANCE

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

PUBLIC CONSTRUCTION BOND

BOND NUMBER BND1011113-00

BOND AMOUNT \$1,073,958.00

CONTRACT AMOUNT \$1,073,958.00

CONTRACTOR'S NAME: Ralph Della-Pietra, Inc.

CONTRACTOR'S ADDRESS: 880 Jupiter Park Drive #13 Jupiter, FL 33458

CONTRACTOR'S PHONE: 561-745-8555

SURETY COMPANY: Fair American Insurance and Reinsurance Company

SURETY'S ADDRESS: 365 Northridge Rd. Ste 250
Atlanta GA 30350

SURETY'S PHONE: 800-424-0132

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: Peanut Island – floating dock replacement (re-bid)

PROJECT NUMBER: 2021-030498-R1

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replace floating dock.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
6500 Peanut Island Rd., West Palm Beach

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

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

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

Dollars \$1,073,958.00
One million seventy-three thousand nine hundred fifty-eight 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: Peanut Island – floating dock replacement (re-bid)
Project No.: 2021-030498-R1
Project Description: Replace floating dock
Project Location: 6500 Peanut Island Rd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ENGINEERING FIRM: WGI, Inc.
LOCATION OF FIRM: 2035 Vista Parkway, West Palm Beach
PHONE: 561-687-2220

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

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

- a. Performs the contract between Principal and County for the construction of replacing floating dock, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

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

2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

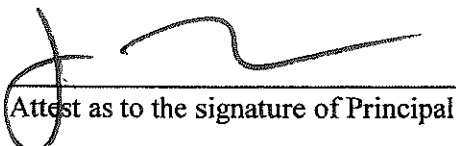
3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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

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

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

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

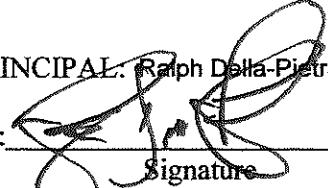
Dated on _____, 20__



Attest as to the signature of Principal
Construction Manager
Title

Address of Witness: _____
880 Jupiter Park Dr, #13, Jupiter, FL 33458

PRINCIPAL: Ralph Della-Pietra, Inc.

By: 

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

(SEAL)

Address of Principal: 880 Jupiter Drive, #13

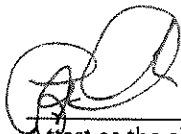
Jupiter, FL 33458

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

Address of Witness: 18100 Jefferson Park Rd. #104
Middleburg Hts., OH 44130

(SEAL)

Address of Surety: 365 Northridge Rd. Ste 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 (Peanut Island – floating dock replacement (re-bid); #2021-030498-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

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

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

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

By: 
(Contractor Signature)

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

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

By: 
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

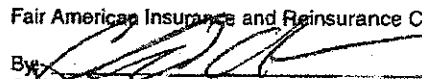

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skalf of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

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

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

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

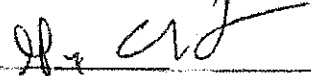
IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.

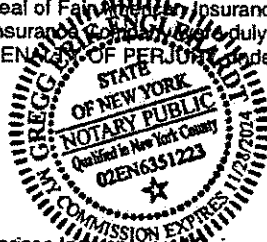
Fair American Insurance and Reinsurance Company
 By: 
 Christopher O'Gwen, President and CEO
 By: 
 Paul J. Claus, Vice President

STATE of NEW YORK
 COUNTY of NEW YORK


On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



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

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

 Christopher O'Gwen, President and CEO

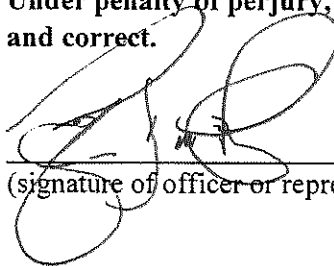
No. **7302** For Bond# BND1011113-00

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

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

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



(signature of officer or representative)

Ralph Della-Pietra, President

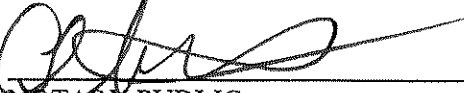
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

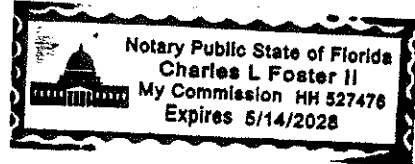
Sworn to and subscribed before me by means of physical presence or online notarization
this, 10th day of July, 2024, by Ralph Della-Pietra.

Personally known OR produced identification .

Type of identification produced N/A.



NOTARY PUBLIC
My Commission Expires: 5/14/28
State of Florida at large



(Notary Seal)

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

API: SBE Price Preference

ANNUAL/TRADE: Minor Construction

MANDATORY PRE-BID DATE: 11/21/2023; 3/20/2024

PROJECT NUMBER: 2021-030498-R1 PROJECT MANAGER: David Lavinsky, Facilities Systems Project Manager

BID OPENING DATE: 4/18/2024

PROJECT NAME: Peanut Island - Floating Dock Replacement (RE-BID)

FIRM NAME	Ralph-Della Pietra Inc	Underwater Engineering Services, Inc.	Boromei Construction, Inc.	
PRIME LOCATION	LOCAL	NON-LOCAL	NON-LOCAL	
PRIME SBE STATUS	SBE	NON-SBE	NON-SBE	
BID BOND	Yes	Yes	Yes	
Base Bid (All costs associated with replacement of floating dock)	\$1,006,822.00	\$1,112,677.00	\$1,186,356.00	
Alternate Bid (All costs associated with temporary dock)	\$67,136.00	\$150,445.00	\$176,250.00	
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 2	Acknowledged/Signed	*Not Acknowledged	Acknowledged/Signed	
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	57.94%	0%	0%	
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory	
NOTES:		*Minor irregularity due to short notice-addendum issued less than 24 hours of bid due date. Firm on the Pre-qual list.		

COMMENTS:

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

Bid Documents Recorded By (Print Name): Donna Lynch

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

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

The recommended firm is registered in VSS. YES

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, Project Manager

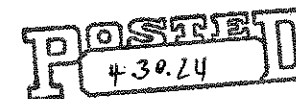
4.29.2024
Date


Gigi Jones, Contracts Manager

4/23/2024
Date


David Hawke, Assistant Director

APRIL 29, 2024
Date



Annual Contract - Minor Construction #19602: Control Sheet

ORIGINAL CONTRACT + CAPACITY INCREASES						\$25,000,000					
Minor Contract Expires 02/11/2025						\$5,000,000					
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					
CAPACITY INCREASES ABOVE THIS LINE											
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	% SBE W.O.	% M/WBE W.O.	% M/WBE W.O.
2021-030498-R1	Peanut Island - floating dock replacement (re-bid)	RDP	\$1,073,958.00	24-018		\$22,195,649.11	\$2,804,351	\$622,276.35		57.94%	
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	\$7,415,316.69	\$ 4,573,842.13	61.68%	\$ 1,634,506.54	22.04%				
3	Anzco Inc. - R2020-0144	ANZCO	\$1,428,993.22	\$ 1,128,541.59	78.97%	\$ 58,083.00	4.06%				
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	Florida Mechanical LLC - R2021-1720	Florida	\$0.00	\$ -		\$ -					
16	Garabar, Inc. R2022-0701	Garabar	\$0.00	\$ -		\$ -					
17	Glades Roofing, LLC - R2022-0186	Glades	\$0.00	\$ -		\$ -					
18	Greenview Construction LLC - R2020-0565	Greenview	\$0.00	\$ -		\$ -					
19	Hatcher Construction & Development, Inc. - R2020-0147	Hatcher	\$34,400.00	\$ 34,400.00	100.00%	\$ -	0.00%				
20	Hufcor, Inc. - R2020-0148	Hufcor	\$0.00	\$ -		\$ -					
21	In Depth Inc.	In Depth	\$0.00	\$ -		\$ -					
22	I. Q. Constructions, Inc. - R2021-1062	I. Q.	\$0.00	\$ -		\$ -					
23	JF Acquisition, LLC DBA JF Petroleum Group	JF	\$0.00	\$ -		\$ -					
24	J.J.J. Construction Corp. - R2021-0894	J.J.J.	\$0.00	\$ -		\$ -					
25	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$4,024,646.06	\$ 3,284,981.39	81.62%	\$ 692,426.71	17.20%				
26	Kelly Brothers, Inc. R2020-1344	Kelly	\$0.00	\$ -		\$ -					
27	Lambert Bros., Inc. - R 2020-0563	Lambert	\$0.00	\$ -		\$ -					
28	Leonard Graham Inc. dba LGI Construction	LGI	\$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	\$3,688,948.00	\$ 1,082,398.08	29.34%	\$ 68,136.00	1.85%				
37	Regal Contractors, Inc. - R2021-1491	Regal	\$0.00	\$ -		\$ -					
38	Republic Construction Corp. - R2020-1345	Republic	\$715,247.63	\$ 353,957.55	49.49%	\$ 7,517.00	1.05%				
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	\$ -		\$ -					
TOTAL			\$22,195,649.11	\$13,863,428.13	62.46%	\$ 3,648,087.21	26.31%				