

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

Meeting Date: **October 22, 2024**

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-022 (Work Order) to the annual minor construction services contract (R2020-1575) with Ralph Della-Pietra Inc. (Contractor) in the amount of \$670,000 for the Juno Park-Septic to Sewer project for a period of 270 calendar days from notice to proceed.

Summary: The project consists of converting Juno Park’s sanitary sewage system from septic to sewer. 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 Juno Park-Septic to Sewer project. The new sewer system will require less maintenance and be more reliable to satisfy the sanitary needs of the Juno Park facility. 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 270 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 (3) Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects under \$100,000; or 2) a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project \$100,000 or greater; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project \$100,000 or greater. Since this is a multi-trade project greater than \$100,000, the mandatory 25% SBE subcontracting goal API was applied. The SBE participation for this Work Order is 30.58%. To date, the Contractor’s overall SBE participation is 29.53%. To date, the overall SBE participation on the annual minor construction services contract is 62.12%. The Contractor is a certified SBE company. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 1 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 25, 2024 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received. The new sewer system will require less maintenance and be more reliable to satisfy the sanitary needs of the Juno Park facility.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-022
4. Bid Summary
5. Annual Contract-Minor #19602: Control Sheet

Recommended by:  9/30/24
Department Director Date

Approved by:  10/4/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$686,750	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$686,750	-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 3950 Dept 581 Unit T056 Object 6504 \$670,000
Fund 3950 Dept 581 Unit T056 Object 6505 \$16,750 (staff cost)

CONSTRUCTION	\$670,000.00
STAFF COST	\$ 16,750.00
CONTINGENCY	\$ 0.00
TOTAL	\$686,750.00

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

Funding for this project is from the Infrastructure Sales Tax Fund.

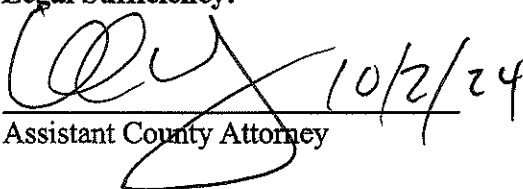
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<u></u> 9/24/24 OFMB <u>OB 9/24</u> <u>QA 9/24</u> <u>ESW 9-24</u>	<u></u> 9/27/24 Contract Development and Control
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B. Legal Sufficiency:

 10/2/24
 Assistant County Attorney

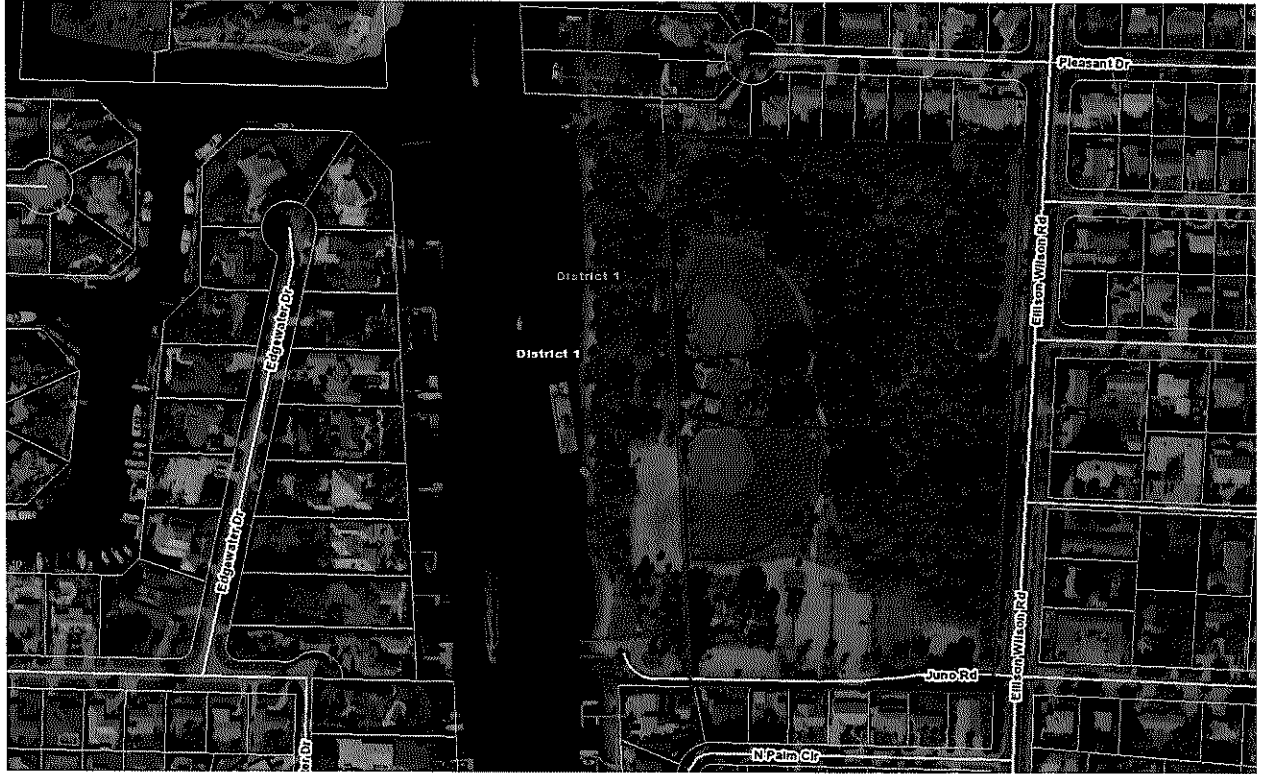
C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 2022-028758
Project Name: Juno Park-Septic to Sewer
Location: 2090 Juno Road, North Palm Beach, Florida 33408



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/31/2024

PHONE: (561)233-2059

PROJECT MANAGER: Ben Carroll, Facilities Systems Project Manager

PROJECT TITLE: Juno Park- Septic to Sewer
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:

REQUESTED AMOUNT: \$686,750.00

BCC RESOLUTION#: R2020-1575

DATE:

eFDO # / PROJECT NUMBER: 2022-028758 / P-2024-005384

W.O. NUMBER: 24-022

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 2090 Juno Road, North Palm Beach, FL

BUILDING NUMBER: 1068

CONSULTANT/CONTRACTOR: Ralph Della-Pietra Inc. (Minor Construction)

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 convert Juno Park from septic to sewer per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division.

CONSTRUCTION	\$670,000.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 16,750.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$ _____
TOTAL	\$686,750.00

* 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: 3950	DEPT: 581	UNIT: T056	OBJ: 6504 – \$670,000.00
FUND: 3950	DEPT: 581	UNIT: T056	OBJ: 6505 – \$16,750.00

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

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 686,750.00)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ (Amount \$ _____))
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

DEPARTMENT: Parks and Recreation

BAS APPROVED BY: [Signature]

DATE 8/9/24

ENCUMBRANCE NUMBER: _____

**WORK ORDER 24-022 TO
ANNUAL CONTRACT R2020-1575
FOR MINOR CONSTRUCTION
PROJECT NAME: JUNO PARK- SEPTIC TO SEWER
PROJECT NO. 2022-028758**

THIS WORK ORDER is made as of October 22, 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 Profit Corporation, authorized to do business in the State of Florida, whose Federal ID# is 59-2554716 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 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 **\$670,000.00** for the construction costs of to convert Juno Park from septic to sewer 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 **270 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 29.53% SBE subcontracting participation on this Contract. Contractor will provide 30.58% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
Addenda 1 and 2

APIs
 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:

Pursuant to section 255.0992, Florida Statutes, the County’s Living Wage Ordinance shall not apply to this Invitation for Quote/Bid and any resulting Work Order(s), notwithstanding any provision of an existing Annual Contract to the contrary, including, but not limited to, the Instructions to Bidders, the General Conditions to the Annual Contract and the Certification of Compliance with the Living Wage Ordinance.

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 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: Juno Park- Septic to Sewer
Project Number: 2022-028758

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

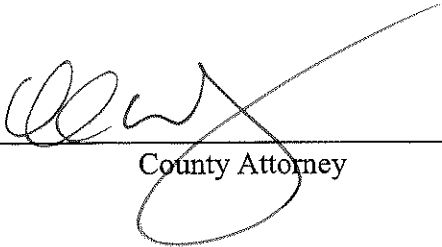
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

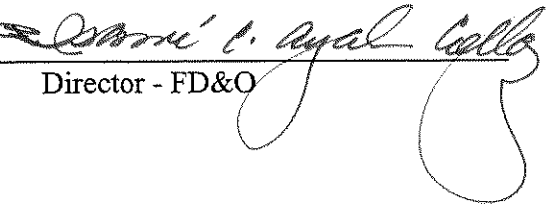
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

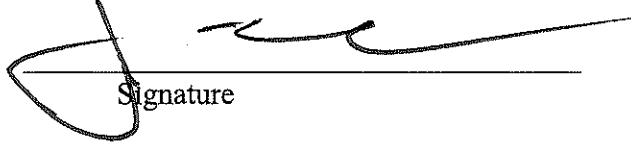
By:  _____
Director - FD&O

Project Name: Juno Park- Septic to Sewer
Project Number: 2022-028758

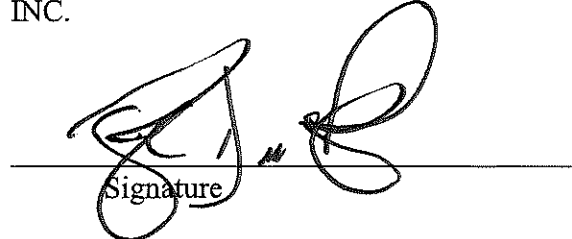
WITNESS: FOR CONTRACTOR

CONTRACTOR: RALPH DELLA-PIETRA
INC.

SIGNATURE


Signature

Dash Della-Pietra
Name (type or print)


Signature

Ralph Della-Pietra
Name (type or print)

President
Title

(Corporate Seal)



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

Detail by Entity Name

Florida Profit Corporation
RALPH DELLA-PIETRA INC.

Filing Information

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

Principal Address

880 JUPITER PARK DRIVE #13
JUPITER, FL 33458

Changed: 04/11/2001

Mailing Address

880 JUPITER PARK DRIVE #13
JUPITER, FL 33458

Changed: 04/11/2001

Registered Agent Name & Address

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

Name Changed: 04/13/2016

Address Changed: 06/03/2020

Officer/Director Detail

Name & Address

Title PSD

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

Annual Reports

Report Year	Filed Date
2022	03/03/2022
2023	03/02/2023
2024	02/01/2024

Document Images

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

QUOTE/BID FORM

PROJECT NUMBER: 2022-028758
PROJECT NAME: Juno Park- Septic to Sewer

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 \$ 670,000.00

Written amount Six hundred seventy thousand 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 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 7/8/24 Addendum # _____ dated _____
Addendum # 2 dated 7/22/24 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:

7/25/24
Date

Ralph Della Pietra, Inc
Contractor Firm Name

[Signature]
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

Diana Delrio Cabrera D.

From: FDO-CID-Bids
Sent: Tuesday, July 30, 2024 2:06 PM
To: 'West Construction, Inc.'; 'Racquel Barrett'; 'Ralph Della-Pietra'
Cc: Benjamin Carroll M.; Gigi Jones
Subject: 2022- 028758 Juno Park - Septic to Sewer Bid Summary
Attachments: 2022-028758 Approved Bid Summary.pdf

Importance: High

Good afternoon,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on July 25, 2024.

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



Kind regards,

Diana Del Rio Cabrera
Procurements Specialist | Capital Improvements Division
Palm Beach County Facilities Development & Operations
2633 Vista Parkway | West Palm Beach, FL 33411

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

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

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

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

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

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

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

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



STATE of NEW YORK
COUNTY of NEW YORK

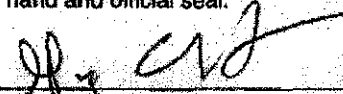
Fair American Insurance and Reinsurance Company

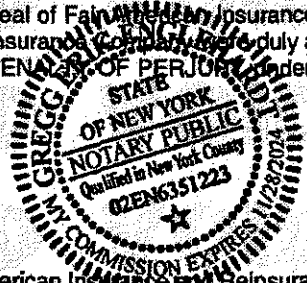
By: 
Christopher O'Gwen, President and CEO

By: 
Paul J. Claus, Vice President

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

WITNESS my hand and official seal.

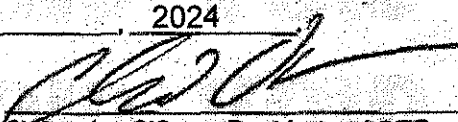
Signature  (Seal)



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

Signed and sealed at the City of New York. Dated the 10th day of July, 2024

Bond # BND1011037-00


Christopher O'Gwen, President and CEO

No. 7442

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: Juno Park- Septic to Sewer

SOLICITATION/PROJECT/BID NO.: 2022-028758

SOLICITATION OPENING/SUBMITTAL DATE: 7/25/24

COUNTY DEPARTMENT: _____

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

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

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

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$204,858.00
 *SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.
 Non-SBE MBE WBE SBE

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

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Elite Electrical Concepts, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$11,642.00		
2. Ironclad Engineering, Inc. 9100 Belvedere Rd. #204 West Palm Beach FL 33411	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$453,500.00		
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary) Total \$465,142.00

Total Bid/Offer Price \$ 670,000.00 Total Certified S/M/WBE Participation \$ 204,858.00 / 30%

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-028758

SOLICITATION/PROJECT NAME: Juno Park- Septic to Sewer

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):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<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.

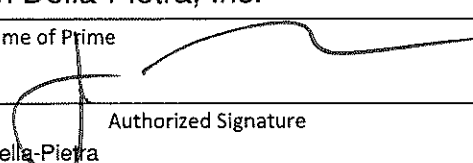
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Concrete, Const. Management Services	\$204,858.00	1	-	\$204,858.00

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: \$204,858.00

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: _____

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: 7/25/24

 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: 2022-028758
 SOLICITATION/PROJECT NAME: Juno Park- Septic to Sewer

Prime Contractor: Ralph Della-Pietra, Inc. Subcontractor: Elite Electrical Concepts, LLC

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

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian 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
001	Electrical Scope				\$11,642.00

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: \$11,642.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

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

Ralph Della-Pietra, Inc
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Joseph Della-Pietra
 Print Name
Construction Manager
 Title
 Date: 7/25/24

Elite Electrical Concepts, LLC
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Jonathan Edwards II
 Print Name
Owner
 Title
 Date: 7.24.2024

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: 2022-028758

SOLICITATION/PROJECT NAME: Juno Park- Septic to Sewer

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

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Underground Utilities	\$453,500.00	1	-	\$453,500.00

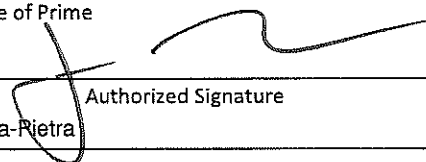
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$453,500.00

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: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Ralph Della-Pietra, Inc.
 Print Name of Prime

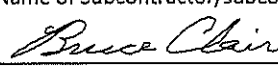
By: 
 Authorized Signature

Josh Della-Pietra
 Print Name

Construction Manager
 Title

Date: 7/25/24

Ironclad Engineering, Inc.
 Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

Bruce Clair
 Print Name

V.P.
 Title

Date: 7/25/24

**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: Juno Park- Septic to Sewer
Project #: 2022-028758
Project Location: 2090 Juno Road, North Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within two hundred seventy (270) 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 convert Juno Park from septic to sewer per the project requirements provided below:

- a. The contractor shall convert the existing septic system at Juno Park to a new sanitary sewer system in accordance with the engineered drawings and specifications and all necessary permits per Exhibit "1".

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: Juno Park- Septic to Sewer

PROJECT NUMBER: 2022-028758

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 7/8/2024

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 "July 11, 2024 by 2:00 p.m." to read "July 25, 2024 by 2:00 p.m."

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND 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: Juno Park – Septic to Sewer

Project Number: 2022-028758

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 7/22/24

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 REQUEST FOR INFORMATION

Ralph Della-Pietra, Inc.

Question 1. This project falls under Palm Beach County unincorporated. Will the owner pay for all permit fees?

Response: Contractor is responsible for all associated permitting fees.

Question 2. Will the owner pay for construction materials and density testing on the project?

Response: No, the contractor is responsible for all construction materials and testing. Refer to Exhibit 1.

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	8/15/2024	8/15/2025	Auto Liability		
		A++g , XV	Southern-Owners Insurance Company	72733303	8/17/2024	8/17/2025	Auto Liability		
		A++ , XV	Auto-Owners Insurance Company	4776307900	8/17/2024	8/17/2025	Excess Liability		
		A++g , XV	Southern-Owners Insurance Company	72733303	8/17/2024	8/17/2025	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 :



Discover the Difference.

August 22, 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: Juno Park- Septic to Sewer

Bond # BND1011073-00

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 captioned bond, power of attorney with the contract date and date the 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 BND1011073-00

BOND AMOUNT \$670,000.00

CONTRACT AMOUNT \$670,000.00

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

CONTRACTOR'S ADDRESS: 880 Jupiter Park Dr., Unit 13, Jupiter, FL 33458

CONTRACTOR'S PHONE: 561-745-8555

SURETY COMPANY: Fair American Insurance and Reinsurance Company

SURETY'S ADDRESS: 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: Juno Park- Septic to Sewer

PROJECT NUMBER: 2022-028758

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

DESCRIPTION OF WORK: To convert Juno Park from septic to sewer.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 2090 Juno Road, North Palm Beach, FL

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 \$ \$670,000.00

[Six Hundred Seventy Thousand]

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: Juno Park- Septic to Sewer
Project No.: 2022-028758
Project Description: To convert Juno Park from septic to sewer
Project Location: 2090 Juno Road, North Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Civil Design, Inc.
LOCATION OF FIRM: 1400 Centrepark Blvd., West Palm Beach 33401
PHONE: (561) 815-8997

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 converting Juno Park from septic to sewer, 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)

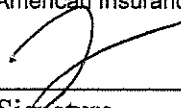
Attest as to the signature of Principal
Construction Manager
Title

(SEAL)

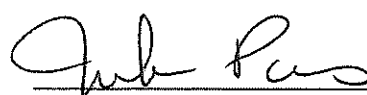
Address of Witness: 880 Jupiter Park Dr.,
Unit 13, Jupiter, FL 33458

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 (Juno Park- Septic to Sewer, Project No. 2022-028758) 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 - Construction Manager
(Print Name and Title)

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

By: _____
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

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

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

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

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

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



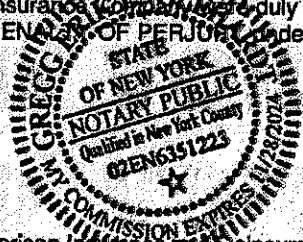
Fair American Insurance and Reinsurance Company
By: [Signature]
Christopher O'Gwen, President and CEO
By: [Signature]
Paul J. Claus, Vice President

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 [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 # BND1011073-00
No. 7482

[Signature]
Christopher O'Gwen, President and CEO

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

API: SBE Subcontracting Program (25% Min)
 PROJECT NUMBER: 2022-028758
 PROJECT NAME: Juno Park- Septic to Sewer

ANNUAL/TRADE: MINOR
 PROJECT MANAGER: Benjamin Carroll, FSPM

MANDATORY PRE-BID DATE: 6/18/2024
 BID OPENING DATE: 7/25/2024

FIRM NAME	Ralph Della-Pietra Inc.	West Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	NON-SBE			
BID BOND	Yes	Yes			
BID	\$670,000.00	\$878,730.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	30.58%	46.44%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:					

COMMENTS:

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

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

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

The recommended firm is registered in VSS. **YES**

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Ralph Della-Pietra Inc.



Charlene La Mattina 7.25.24
 Charlene La Mattina, Project Manager Date

Gigi Jones 7/24/2024
 Gigi Jones, Contract Manager Date

Del M. Hule July 29, 24

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					
PROJECT INFORMATION							DOLLARS			SBE PARTICIPATION		
DATE APPROVED	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.
	2022-028758	Juno Park- Septic to Sewer	RDP	\$670,000.00	24-022		\$24,270,425.63	\$729,574	\$204,858.00			30.58%
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	\$8,496,590.69		\$ 5,477,648.13	64.47%	\$ 1,634,506.54			19.24%	
	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 Constructlons, 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.- R2020-0146	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.L.J. Construction Corp. - R2021-0894	J.L.J.	\$0.00		\$ -		\$ -				
	25	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$4,348,148.58		\$ 3,390,772.72	77.98%	\$ 978,067.71			22.49%	
	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	Poselden Dredge & Marine, Inc. R2020-0564	Poselden	\$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	\$4,358,948.00		\$ 1,287,256.08	29.53%	\$ 68,136.00			1.56%	
	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	\$24,270,425.63	\$15,077,883.46	62.12%	\$ 3,933,728.21	26.09%			