

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 22, 2019

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

- a) A budget transfer of \$876,304 within the Fire Rescue MSTU Fund; and
- b) Work order No. 19-067 to the annual minor construction contract with Andrea Construction Inc., (R2015-0157) in an amount of \$796,640 for the Fire Rescue 911 Call Center (Call Center) Uninterrupted Power Supply (UPS) System Replacement project for a period of 120 days from notice to proceed or until project is complete;

**Summary:** The Fire Rescue Call Center resides in the Emergency Operations Center (EOC) located at 20 South Military Trail in West Palm Beach. The Call Center currently has 12 consoles dedicated to emergency 911 call and dispatch operations. The increased call volume over the last several years has created a need to increase the existing quantity of 911 dispatch consoles from 12 to 20. The existing UPS System, that currently supports the Call Center, has been in operation since the building's inception in 1999 and was designed to support the original programmatic needs of Fire Rescue at the time of construction. A UPS system provides for no interruption in power between a commercial power outage and the start-up of the emergency generator. The expanded quantity of dispatch consoles and electronic equipment needed to support the larger call volume has created a need to increase the UPS capacity and the rooms cooling capacity to support the added heat load. This Work Order will replace the fourteen (14) existing ferrups-type UPS systems with two (2) 160kva/144kw UPS systems and add mechanical cooling to the room. The new modern technology UPS systems are being designed to meet the immediate and future needs to support the reliability requirements to the Call Center. This project was competitively advertised and new contractors were invited to participate in the project bid by submitting prequalification documents prior to submission of the bid response. The minor construction contract was presented to the Goal Setting Committee on January 2, 2019 and a sheltered market for projects less than \$100,000 Affirmative Procurement Initiative (API) was applied to the annual contract. Since this project was over \$100,000, no API applied. Andrea Construction Inc., submitted 51.37% S/M/WBE participation on this work order. The overall participation on the annual minor contract is 56.55%. Funding for this project is from the Fire Rescue MSTU Fund. **(Capital Improvements Division) District 2 (LDC)**

**Background and Justification:** (Continued on page 3)

**Attachments:**

1. Location Map
2. Budget Transfer
3. Budget Availability Statement
4. Work Order #19-067
5. Bid Summary
6. Annual Minor Control sheet

Recommended by: \_\_\_\_\_

Department Director

Date

Approved by: \_\_\_\_\_

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


| Fiscal Years                                 | 2020       | 2021 | 2022 | 2023 | 2024 |
|--|------------|------|------|------|------|
| Capital Expenditures                         | \$876,304  |      |      |      |      |
| Operating Costs                              |            |      |      |      |      |
| External Revenues                            |            |      |      |      |      |
| Program Income (County)                      |            |      |      |      |      |
| In-Kind Match (County)                       |            |      |      |      |      |
| NET FISCAL IMPACT                            | \$ 876,304 | -0-  | -0-  | -0-  | -0-  |
| # ADDITIONAL FTE POSITIONS (Cumulative)      |            |      |      |      |      |
| Is Item Included in Current Budget:          |            | Yes  | X    | No   |      |
| Does this item include use of federal funds? |            | Yes  |      | No   | X    |

Budget Account No: Fund 1300 Dept 440 Unit 4219 Object 6411

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

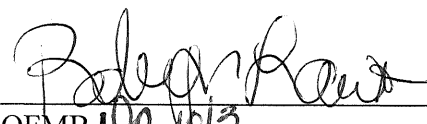
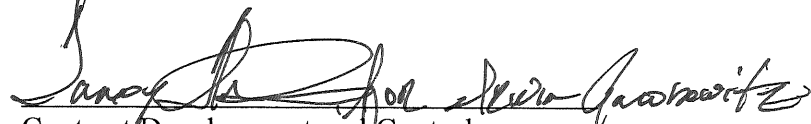
The funding source for this work is from Fire Rescue Fund.

|                    |              |
|--------------------|--------------|
| Construction Costs | \$796,640.00 |
| Contingency        | \$79,664.00  |
| Total              | \$876,304.00 |

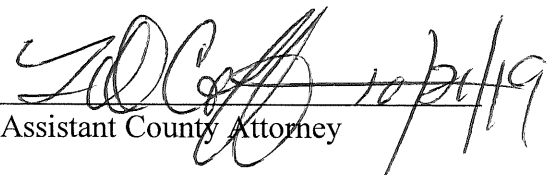
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 10/21/19  
OFMB 10/21/19  
 10/21/19 (TW)  
Contract Development and Control

B. Legal Sufficiency:

 10/21/19  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

**Background and Justification:** The existing ferrups-type UPS, which currently support Fire Rescue's Emergency 911 Call Center have been in operation since the building's inception, have required frequent repair and are increasingly difficult to ensure continued operation. The new UPS system will allow for no interruption in power to occur between a power outage and the start-up of the emergency generator. The new UPS system will require additional mechanical cooling to support the added heat load generated by the new equipment. This project was openly, competitively advertised and procured. Bids for this project were opened on September 30, 2019, and Andrea Construction Inc., submitted the lowest responsive and responsible bid of the two (2) bids received.

LOCATION MAP

Project No.: 19466  
Project Name: Fire Rescue, EOC UPS System Replacement

20 S Military Trail West Palm Beach, FL



20-0045

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

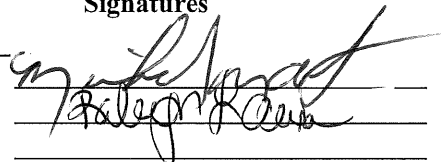
BGEX 440 100219\*31

FUND 1300 - FIRE/RESCUE MSTU

| ACCT NUMBER                              | ACCOUNT NAME            | ORIGINAL<br>BUDGET | CURRENT<br>BUDGET | INCREASE | DECREASE | ADJUSTED<br>BUDGET | EXPENDED/<br>ENCUMBERED<br>10/02/19 | REMAINING<br>BALANCE |
|--|-------------------------|--------------------|-------------------|----------|----------|--------------------|-------------------------------------|----------------------|
| <u>Appropriations &amp; Expenditures</u> |                         |                    |                   |          |          |                    |                                     |                      |
| <u>Electronics Repair</u>                |                         |                    |                   |          |          |                    |                                     |                      |
| 1300-440-4219-6411                       | Communication Equipment | 1,665,222          | 1,665,222         | 876,304  |          | 2,541,526          | 136,940                             | 2404,586             |
| <u>Reserves</u>                          |                         |                    |                   |          |          |                    |                                     |                      |
| 1300-440-4299-9901                       | Contingency Reserves    | 10,000,000         | 9,600,000         |          | 876,304  | 8,723,696          |                                     | 8,723,696            |
| Total Appropriations & Expenditures      |                         | 447,247,216        | 447,247,216       | 876,304  | 876,304  | 447,247,216        |                                     |                      |

Fire Rescue  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures



Date

10/21/19  
10/17/19

By Board of County Commissioners  
At Meeting of 10/22/2019

Deputy Clerk to the  
Board of County Commissioners

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/1/19 REQUESTED BY: Gus Arnold PHONE: 233-0275

PROJECT TITLE: EOC – UPS system replacement  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$796,640.00

REQUESTED AMOUNT: \$

eFDO #: 2019-034621

CSA or CHANGE ORDER NUMBER:

LOCATION: 20 S. Military Trail, West Palm Beach

BUILDING NUMBER: 54

DESCRIPTION OF WORK/SERVICE LOCATION: Emergency Operations Center

PROJECT/W.O. NUMBER: 19466

CONSULTANT/CONTRACTOR: Andrea Construction, Inc. (minor)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to provide and install a complete and functioning UPS system and dedicated mechanical system per the Plans and Specifications provided by Gartek Engineering and Attachment D provided by Capital Improvements Division.

|                       |              |
|-----------------------|--------------|
| CONSTRUCTION          | \$796,640.00 |
| PROFESSIONAL SERVICES | \$ NA        |
| STAFF COSTS*          | \$ NA        |
| EQUIP. / SUPPLIES     | \$ NA        |
| CONTINGENCY           | \$ 79,664.00 |
| TOTAL                 | \$876,304.00 |

\* 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: 1300 DEPT: 440 UNIT: 4219 OBJ: 6411 \*

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: Amount \$ )

Department: FIRE RESCUE

BAS APPROVED BY: Daniel Millstone Digitally signed by Daniel Millstone

ENCUMBRANCE NUMBER:

\* pending budget transfer  
BGEX 440 100219 \* 31

**WORK ORDER 19-067 TO CONTRACT FOR  
ANNUAL MINOR CONSTRUCTION  
FOR  
PROJECT NAME: EMERGENCY OPERATIONS CENTER (EOC) UPS SYSTEM  
REPLACEMENT  
PROJECT NO. 19466**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Andrea Construction, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated February 3, 2015 (R2015-0157) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract 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 \$796,640.00 for the construction costs of providing and installing a complete and functioning UPS system and dedicated mechanical system 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 120 calendar days of Notice to Proceed. Liquidated Damages are \$80/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 62.39% SBE subcontracting participation on this Contract. Contractor will provide 51.37% on this Work Order.

**6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2  
APIs

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

7. Except as specially 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.

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:  
  
SHARON R. BOCK, CLERK &  
COMPTROLLER


PALM BEACH COUNTY BOARD,  
FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

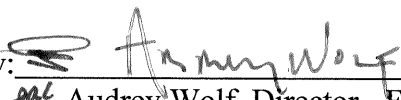
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS

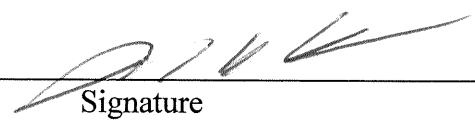
By:  \_\_\_\_\_  
County Attorney

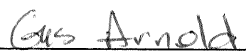
By:  \_\_\_\_\_  
Audrey Wolf, Director - FD&O


WITNESS: FOR CONTRACTOR  
SIGNATURE

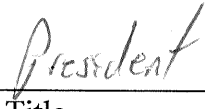
CONTRACTOR: Andrea Construction, Inc.

  
Signature

  
Signature

  
Name (type or print)

  
Name (type or print)

  
Title

(Corporate Seal)

BID FORM

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

- a) This Quote/Bid Form completed and executed.
- b) Schedules 1 and 2.
- c) Bid Security. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL BID/QUOTE AMOUNT \$ 796,640.00

Written amount Seven Hundred Ninety Six Thousand Six Hundred Forty

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and as submitted on its Schedules 1 and 2.

3. Is the Bidder a Palm Beach County Registered 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.

BID/QUOTE PROVIDED BY: Andrea Construction, Inc.  
Contractor Name

September 30, 2019  
Date

[Signature]  
Signature

President  
Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT  
NAME OF PRIME RESPONDENT/BIDDER: Andrea Construction Inc  
CONTACT PERSON: Richard Andrea  
SOLICITATION OPENING/SUBMITTAL DATE: 9/30/19

SOLICITATION/PROJECT/BID No.: 19466  
ADDRESS: 12334 77th Pl. N. WPA FL 33412  
PHONE NO.: 561-358-4797 E-MAIL: andreaconst@aol.com  
DEPARTMENT: Capital Improvements

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.  
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

| Name, Address and Phone Number  | (Check all Applicable Categories)   |                            |                                     | DOLLAR AMOUNT OR PERCENTAGE OF WORK |          |       |            |                           |
|---|-------------------------------------|----------------------------|-------------------------------------|-------------------------------------|----------|-------|------------|---------------------------|
|   | Non-SBE                             | M/WBE                      | SBE                                 | Black                               | Hispanic | Women | Caucasian  | Other<br>(Please Specify) |
|   |                                     | Minority/Women<br>Business | Small<br>Business                   |                                     |          |       |            |                           |
| 1. Andrea Construction Inc<br>12334 77th Pl. N. WPA FL 33412<br>561-358-4797            | <input type="checkbox"/>            | <input type="checkbox"/>   | <input checked="" type="checkbox"/> |                                     |          |       | 409,240.00 |                           |
| 2. Simmons A/C Inc.<br>100 Cortez Ave RPA FL 33411<br>(561) 632-5677                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/>            |                                     |          |       | 27,900.00  |                           |
| 3. Ten Rae Electric<br>9289 Cove Point Circle<br>Boynton Beach, FL 33472 (561) 936-5348 | <input checked="" type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/>            |                                     |          |       | 359,500.00 |                           |
| 4.  | <input type="checkbox"/>            | <input type="checkbox"/>   | <input type="checkbox"/>            |                                     |          |       |            |                           |
| 5.  | <input type="checkbox"/>            | <input type="checkbox"/>   | <input type="checkbox"/>            |                                     |          |       |            |                           |

(Please use additional sheets if necessary)

Total Bid Price \$ 796,640.00  
Total SBE - M/WBE Participation 409,240.00  
Total 796,640.00  
I hereby certify that the above information is accurate to the best of my knowledge: [Signature] President

Note: 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.  
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.  
3. Modification of this form is not permitted and will be rejected upon submittal.

# OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19466

SOLICITATION/PROJECT NAME: EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT

Name of Prime: Andrea Construction Inc.

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): May 9, 2019

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

Column 1

Column 2

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American  
☐ 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         | Supervision & General Work for project |            |                 |                           | 409,240.00             |
|           |  |            |                 |                           |                        |
|           |  |            |                 |                           |                        |
|           |  |            |                 |                           |                        |
|           |  |            |                 |                           |                        |
|           |  |            |                 |                           |                        |

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: \$ 409,240.00

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  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: 0

Andrea Construction Inc.  
Print Name of Prime

By: [Signature]  
Authorized Signature

Richard Andrea  
Print Name

President  
Title

Date: 9/30/19

Andrea Construction Inc.  
Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Richard Andrea  
Print Name

President  
Title

Date: 9/30/19

# 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: 19466

SOLICITATION/PROJECT NAME: EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT

Name of Prime: Andrea Construction Inc.

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): N/A

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

Column 1

Column 2

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American  
☐ 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         | Complete A/C Work for Project 19466 |            |                 |                           | 27,900.00              |
|           |                                     |            |                 |                           |                        |
|           |                                     |            |                 |                           |                        |
|           |                                     |            |                 |                           |                        |
|           |                                     |            |                 |                           |                        |
|           |                                     |            |                 |                           |                        |

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: \$27,900.00

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  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: 0

Andrea Construction Inc.  
Print Name of Prime

By: [Signature]  
Authorized Signature

Richard Andrea  
Print Name

President  
Title

Date: 9/28/19

Simmons Air Conditioning Inc.  
Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Michael Simmons  
Print Name

President  
Title

Date: 9-28-19

# 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: 19466

SOLICITATION/PROJECT NAME: EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT

Name of Prime: Andrea Construction Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 9/1/19

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

Column 1

Column 2

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American  
☐ 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         | Install Electric for project 19466 |            |                 |                           | 359,500.00             |
|           |                                    |            |                 |                           |                        |
|           |                                    |            |                 |                           |                        |
|           |                                    |            |                 |                           |                        |
|           |                                    |            |                 |                           |                        |
|           |                                    |            |                 |                           |                        |

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: 359,500.00

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  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: 0

Andrea Construction Inc.  
Print Name of Prime

By: [Signature]  
Authorized Signature

Richard Andea  
Print Name

President  
Title

Date: 9/27/19

Jon Rae Electric  
Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Howard Levitt  
Print Name

Owner  
Title

Date: 9/30/19

Revised 02/28/2019

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

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.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract 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.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE 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. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that

segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE 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. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

ATTACHMENT C

Include Attachment C if bid is \$200,000 or more

PROJECT NUMBER: 19466

PROJECT NAME: EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT

DATE: 9-30-2019

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Andrea Construction, Inc.

United States Fire Insurance Company (hereinafter called "Principal"), and \_\_\_\_\_  
(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 by 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: **EMERGENCY OPERATIONS CENTER (EOC) - UPS SYSTEM REPLACEMENT**, Project No. 19466 in the County of Palm Beach, State of Florida; and

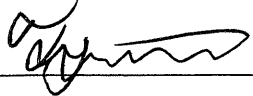
WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written 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".

IN WITNESS WHEREOF, the said Andrea Construction, 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 United States Fire Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
\_\_\_\_\_, and attested by its corporate Seal, this 30th day of September A.D., 20 19.

ATTEST:

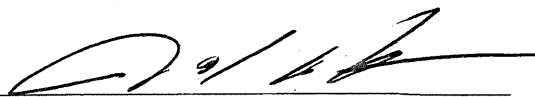
(SEAL)

  
\_\_\_\_\_

Tyler G. 16  
Print Name

TITLE: Witness


Andrea Construction, Inc.  
(Contractor Name)

By:   
(Signature)

Print Name: Richard Andrea  
President

~~ATTEST~~ WITNESS:


(SEAL)

  
\_\_\_\_\_

Margaret A. Schulz  
Print Name

TITLE: Witness

United States Fire Insurance Company  
(Surety Name)

By:   
(Signature)

Print Name: Kevin R. Wojtowicz  
Attorney-in-Fact

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00925406819

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Kevin R. Wojtowicz, David Turcios, John R. Neu, Daniel F. Oaks, Laura D. Mosholder*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25<sup>th</sup> day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

On this 25<sup>th</sup> day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC STATE OF NEW JERSEY  
NO. 2163686  
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30<sup>th</sup> day of September 2019

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

**ATTACHMENT D**  
**PROJECT REQUIREMENTS**  
**Annual Contract – Minor Construction**

Contact: Gus Arnold, Capital Improvements Division

Phone: (561) 233-0275

Project Title: EOC – UPS System Replacement

Project #: 19466

Project Locations: 20 South Military Trail, WPB, FL

**1. GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing 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 am to 5:00 pm, 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 Twenty (120) working days of Notice to Proceed.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. Contractor is responsible for obtaining all measurements during the site inspection.

**2. SCOPE OF WORK**

Provide and install a complete and functioning UPS system and dedicated mechanical system per the Plans and Specifications provided by Gartek Engineering (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. EXISTING EQUIPMENT**

- a. The Contractor will be responsible for storage, loading and delivery of equipment to Palm Beach County Fixed Assets Division at 2355 Vista Parkway, West Palm Beach, FL.
- b. The FMD representative will arrange with Fixed Assets a schedule to receive the old equipment (usually on a Tuesday or Wednesday).
- c. The FMD representative will supply Asset Transfer documentation to Fixed Assets.

#### **5. 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.

#### **6. 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.

#### **7. 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) shall be the responsibility of the Contractor to repair and return to its original state.

#### **8. PREPARATION**

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

9. **EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. If approved, this shall result in a change order.

10. **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.

11. **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.

12. **CLEAN UP**

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

13. **SECURITY**

All bidders must have “Critical Facilities” badged employees prior to submitting bids.

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

|  |  |  |
|--|--|--|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)<br><b>1/9/2019</b>   |
| <b>PRODUCER</b><br><br>Crown Insurance Agcy. Of Fl., Inc.<br>850 NW Federal Hwy., Suite 417<br>Stuart, Fl. 34994<br>772-419-8619 |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b> |
| <b>INSURED</b><br><br>ANDREA CONSTRUCTION, INC.<br><br>12334 77TH PLACE NORTH<br>WEST PALM BEACH, FL 33412                       |  |  |
| <b>INSURERS AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>  |
| INSURER A: <b>HALLMARK SPECIALTY INS CO</b>  |  |  |
| INSURER B:   |  |  |
| INSURER C:   |  |  |
| INSURER D:   |  |  |
| INSURER E:   |  |  |

COVERAGES

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

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS                                    |              |
|----------|-------------|---|---------------|----------------------------------|-----------------------------------|---|--------------|
| A        | Y           | GENERAL LIABILITY   | 77GLO18DAA8   | 01/14/19                         | 01/14/20                          | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000    |
|          |             | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |               |                                  |                                   | MED EXP (Any one person)                  | \$ EXC       |
|          |             |   |               |                                  |                                   | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |             |   |               |                                  |                                   | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |             | GEN'L AGGREGATE LIMIT APPLIES PER:  |               |                                  |                                   | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |             | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |               |                                  |                                   |   |              |
|          |             | AUTOMOBILE LIABILITY  |               |                                  |                                   | COMBINED SINGLE LIMIT (Ea accident)       | \$           |
|          |             | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | BODILY INJURY (Per person)                | \$           |
|          |             | <input type="checkbox"/> ALLOWNED AUTOS   |               |                                  |                                   | BODILY INJURY (Per accident)              | \$           |
|          |             | <input type="checkbox"/> SCHEDULED AUTOS  |               |                                  |                                   | PROPERTY DAMAGE (Per accident)            | \$           |
|          |             | <input type="checkbox"/> HIRED AUTOS  |               |                                  |                                   |   |              |
|          |             | <input type="checkbox"/> NON-OWNED AUTOS  |               |                                  |                                   |   |              |
|          |             | GARAGE LIABILITY  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT                   | \$           |
|          |             | <input type="checkbox"/> ANY AUTO   |               |                                  |                                   | OTHER THAN EA ACC                         | \$           |
|          |             |   |               |                                  |                                   | AUTO ONLY: AGG                            | \$           |
|          |             | EXCESS/UMBRELLA LIABILITY   |               |                                  |                                   | EACH OCCURRENCE                           | \$           |
|          |             | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                       |               |                                  |                                   | AGGREGATE                                 | \$           |
|          |             |   |               |                                  |                                   |   | \$           |
|          |             |   |               |                                  |                                   |   | \$           |
|          |             |   |               |                                  |                                   |   | \$           |
|          |             |   |               |                                  |                                   |   | \$           |
|          |             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |               |                                  |                                   | WC STATU-TORY LIMITS                      | OTH-ER       |
|          |             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below |               |                                  |                                   | E.L. EACH ACCIDENT                        | \$           |
|          |             |   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |             |   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT               | \$           |
|          |             | OTHER   |               |                                  |                                   |   |              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees, are listed as additional insured with respect to General Liability as required by written contract per automatic additional insured form. Minor Construction Project #16382-PBC Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with policy provisions.

CERTIFICATE HOLDER

|  |  |
|--|--|
| <b>Palm Beach County Board of County Commissioners</b><br><b>C/O Capital Improvements Division</b><br><b>2633 Vista Pkwy</b><br><b>West Palm Beach, Fl 33411</b> | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Richard J. Corona</i> |
|--|--|




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2018

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

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


|   |  |   |  |
|---|--|---|--|
| PRODUCER<br><b>State Farm</b><br><br>KELLY V. HAGAR INSURANCE AGENCY<br>9850 ALT A1A, SUITE 510<br>PALM BEACH GARDENS FL 33410 |  | CONTACT<br>NAME:<br>PHONE (A/C No. Ext): 561-627-7660 FAX (A/C No.): 561-627-6837<br>E-MAIL:<br>ADDRESS:  |  |
| INSURED<br>ANDREA CONSTRUCTION<br>12334 77TH PLACE NORTH<br>ROYAL PALM BEACH FL 33412   |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |  |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD WVD                  | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY)                | POLICY EXP (MM/DD/YYYY)                | LIMITS  |
|----------|---|-------------------------------------|--|--|--|---|
|          | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                                     |  |  |  | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                           |                                     | 328 3353-E02-59G<br>329 6479-E02-59C<br>373 1603-F05-59F | 11/02/2018<br>11/02/2018<br>12/06/2018 | 11/02/2019<br>11/02/2019<br>12/06/2019 | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$ 1,000,000<br>BODILY INJURY (Per accident) \$ 1,000,000<br>PROPERTY DAMAGE (Per accident) \$ 1,000,000   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |                                     |  |  |  | EACH OCCURRENCE \$<br>AGGREGATE \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe in NH:<br>DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> N/A |  |  |  | PER STATUTE<br>E L EACH ACCIDENT \$<br>E L DISEASE - EA EMPLOYEE \$<br>E L DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Palm Beach County, Facilities Development & Operations, Capital Improvement Division is listed as additional insured.

|  |   |
|--|---|
| CERTIFICATE HOLDER<br>PALM BEACH COUNTY - FACILITIES DEVELOPMENT & OPERATIONS - CAPITAL IMPROVEMENT DIVISION<br>2633 VISTA PARKWAY<br>WEST PALM BEACH FL 33411 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|---|



ANDRE-1

OP ID: NG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/23/2019

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

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

|  |              |   |                 |
|--|--------------|---|-----------------|
| PRODUCER<br>Workers Compensation Group<br>P O Box 410<br>Boca Raton, FL 33429-0410<br>Workers Compensation Group | 561-392-3300 | CONTACT NAME: Workers Compensation Group<br>PHONE (A/C, No, Ext): 561-392-3300<br>FAX (A/C, No): 561-361-1132<br>E-MAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: Bridgefield Employers Ins<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: | NAIC #<br>10701 |
| INSURED<br>Andrea Construction, Inc.<br>12334 77th Place North<br>Royal Palm Beach, FL 33412                     |              |   |                 |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|--|
|          | COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                 |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY             |                                 |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$   |                                 |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      | 830-35065     | 09/15/2019              | 09/15/2020              | X PER STATUTE<br>OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |
|          |  |                                 |          |               |                         |                         |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*Will endeavor to mail 10 days notice for nonpayment of premium.\*

CERTIFICATE HOLDER

CANCELLATION

PALMB14

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON-HOOVER GROUP COMPANY

October 17, 2019

Andrea Construction, Inc.  
12334 77<sup>th</sup> Place N  
West Palm Beach, FL 33412

RE: Palm Beach County, as Obligee  
Emergency Operations Center (EOC) UPS system replacement, as Project  
Bond No. 6091003863

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X \_\_\_\_\_

This letter is also giving **Andrea Construction, Inc.**, as Principal, and/or the **Palm Beach County**, as Obligee, the authority to date the Public Construction Bond and Power of Attorney with the contract date and date the Form of Guarantee upon substantial completion. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus  
Attorney-in-Fact

220 Congress Park Drive  
Suite 100  
Delray Beach, FL 33445  
Main: 561 454 8210  
Fax: 561 455 4787

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Andrea Construction, Inc. and Surety  
Name: United States Fire Insurance Company


We the undersigned hereby guarantee that the (Emergency Operations Center (EOC) UPS system replacement, Project #19466) 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.

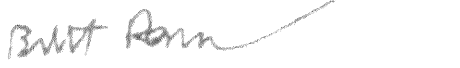
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

Andrea Construction, Inc.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)  
Richard Andrea, President  
(Print Name and Title)

United States Fire Insurance Company  
(Surety Name) (Seal)

By:   
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact  
(Print Name and Title)

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***Brett Rosenhaus, Dale Belis, Richard Zimmerman***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2020.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25<sup>th</sup> day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President




State of New Jersey }  
County of Morris }

On this 25<sup>th</sup> day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC STATE OF NEW JERSEY  
NO. 2163686

MY COMMISSION EXPIRES 3/25/2024

  
Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20  
UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER      6091003863

BOND AMOUNT      \$796,640.00

CONTRACT AMOUNT      \$796,640.00

CONTRACTOR'S NAME:      Andrea Construction, Inc.

CONTRACTOR'S ADDRESS: 12334 77th Place North, West Palm Beach, FL 33412

CONTRACTOR'S PHONE:      (561) 795-1136

SURETY COMPANY:      United States Fire Insurance Company

SURETY'S ADDRESS:      305 Madison Avenue

Morristown, NJ 07962

SURETY'S PHONE:      (973) 490-6600

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:      Emergency Operations Center (EOC) UPS system replacement

PROJECT NUMBER:      19466

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

DESCRIPTION OF WORK:      Provide and install a complete and functioning UPS system and  
dedicated mechanical system.

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

20 S. Military Trail, 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 (\$796,640.00)

(Seven hundred ninety-six thousand six hundred forty and 00/100)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Emergency Operations Center (EOC) UPS system replacement

Project No.: 19466

Project Description: Provide and install a complete and functioning UPS system and dedicated mechanical system.

Project Location: 20 S. Military Trail, West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:

LOCATION OF FIRM:

PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

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

Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

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

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

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

\_\_\_\_\_  
Witness *Megan Gilb*

*Rita Lazouides*  
\_\_\_\_\_  
Witness Rita Lazouides

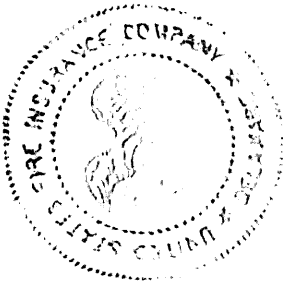
IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

Andrea Construction, Inc.  
\_\_\_\_\_  
Principal (Seal)

*Richard Andrea*  
\_\_\_\_\_  
Title *Richard Andrea, President*

United States Fire Insurance Company  
\_\_\_\_\_  
Surety (Seal)

*Brett Rosenhaus*  
\_\_\_\_\_  
Title Brett Rosenhaus, Attorney-in-Fact



POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02725427819

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***Brett Rosenhaus, Dale Belis, Richard Zimmerman***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

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Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25<sup>th</sup> day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



*Anthony R. Slimowicz*

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }  
County of Morris }

On this 25<sup>th</sup> day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA  
NOTARY PUBLIC STATE OF NEW JERSEY  
NO. 2163686

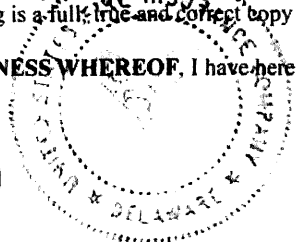
MY COMMISSION EXPIRES 3/25/2024

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the      day of      20  
UNITED STATES FIRE INSURANCE COMPANY




*Al Wright*

Al Wright, Senior Vice President

BID SUMMARY

| Project Name: EOC - UPS System Replacement   |                           |                             |  |  |  |  |  |
|--|---------------------------|-----------------------------|--|--|--|--|--|
| Project No. 19466                            |                           |                             |  |  |  |  |  |
| Bid Opening Date: Monday, September 30, 2019 |                           |                             |  |  |  |  |  |
| CONTRACTOR                                   | Andrea Construction, Inc. | All-Site Construction, Inc. |  |  |  |  |  |
| BID  | \$796,640.00              | \$901,924.53                |  |  |  |  |  |
| BID BOND                                     | ✓                         | ✓                           |  |  |  |  |  |
| ADDENDUMs 1 - **<br>ACKNOWLEDGED             | N/A                       | N/A                         |  |  |  |  |  |
| ADDENDUMs 2<br>ACKNOWLEDGED                  | N/A                       | N/A                         |  |  |  |  |  |
| ADDENDUMs 3<br>ACKNOWLEDGED                  | N/A                       | N/A                         |  |  |  |  |  |
| ADDENDUMs 4<br>ACKNOWLEDGED                  | N/A                       | N/A                         |  |  |  |  |  |
| ATTACHMENT 2<br>(SBE SCHEDULE 1)             | ✓                         | ✓                           |  |  |  |  |  |
| SBE PARTICIPATION                            | 51.37% / \$409,240.00     | 36.91% / \$332,973.53       |  |  |  |  |  |
| ATTACHMENT 2<br>(SBE SCHEDULE 2)             | ✓                         | ✓                           |  |  |  |  |  |

Bid Documents opened by: 

Bids Documents recorded by: 

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

  
10.01.19

**Procurement Project Implementation Group**

## Attachment 6