

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 2, 2020 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

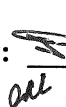
Motion and Title: Staff recommends motion to approve:


- A) Amendment No. 5 with four (4) annual flooring Contractors to update the contract terms and conditions to remove the cumulative capacity maximum; and
- 1. Andrea Construction, Inc. (Price Increase R2017-0804; Renewals R2018-0655; R2019-0614; R2019-1025) Local/SBE;
 - 2. Brian’s Carpet & Commercial Flooring, Inc. (Price Increase R2017-0805; Renewals R2018-0656; R2019-0615; R2019-1026) Local/SBE
 - 3. Joe Schmidt Construction, Inc. (Price Increase R2017-0806; Renewals R2018-0657; R2019-0616; R2019-1027) Local/SBE
 - 4. One Call Florida, Inc. (Price Increase R2017-0807; Renewals R2018-0658; R2019-0617; R2019-1028) Local/SBE
- B) An increase in the maximum dollar value of the Flooring annual contracts by \$500,000 to perform flooring repairs, replacements and installation services on an as-needed basis through June 1, 2021.

Summary: On July 23, 2019, the Board approved annual contracts with Greenview Construction LLC (R2019-1024) and Jack Walsh Carpets and Rugs, Inc. (R2019-1023) with terms and conditions that included new magnitude of work requirements, which differed from those established in the original flooring contracts. Amendment No. 5 modifies the existing annual contracts by eliminating and replacing the terms and conditions in section 16.1, Magnitude of Work. These Amendments will standardize the Magnitude of Work for all of the annual flooring contracts. In addition, on June 20, 2017, the Board approved an increase of the capacity to a cumulative value of \$1,199,900. During the first four (4) years of the contract, the County awarded \$1,167,557.48 in work orders. Staff is requesting the cumulative limit be increased by \$500,000 for a total cumulative value of \$1,699,900 in order to accommodate anticipated new projects required to be accomplished before the term of this contract, which expires on June 1, 2021. The annual flooring contract was presented to the Goal Setting Committee on January 2, 2019, and the committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 or price preference for Small Business Enterprise (SBE) contractors if their bid is within 10% of the lowest non-SBE bid. Small/Minority /Women-Owned Business Enterprise (S/M/WBE) actual participation will be identified on each work order, and will be tracked cumulatively over all work orders issued. Current cumulative S/M/WBE participation for all work orders to-date is 70.66%. **(Capital Improvements) Countywide (LDC)**

Background and Justification: On June 2, 2016, the annual flooring contract was approved under the Facilities Development and Operations Director’s authority for an initial term of one (1) year, with four (4) renewal options each for a period of one (1) year, at the sole option of the County. The county has exercised all of the renewal options. On June 20, 2017, the Board approved Amendment No. 1 (R2017-0804 through R2017-0807) to increase the capacity to a cumulative value of \$1,199,900. Since then the County has awarded \$1,167,557.48 in work orders. **(Background and Justification continued on page 3)**

- Attachments:
- 1. Andrea Construction, Inc. – Amendment No. 5
 - 2. Brian’s Carpet & Commercial Flooring, Inc. – Amendment No. 5
 - 3. Joe Schmidt Construction, Inc. – Amendment No. 5
 - 4. One Call Florida, Inc. – Amendment No. 5
 - 5. Annual Contract –Flooring 16382 Control Sheet

Recommended By:  Army Way 5/5/2020
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	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____				
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No

Does this items include use of federal funds? Yes No x

Budget Account No: Fund ____ Dept ____ Unit ____ Object ____ Program ____




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

* There is no fiscal impact associated with this item. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 5/2/2020
 OFMB 


Ann J. Jurek
Contract Development and Control 5/13/2020
5/13/2020 TJ

B. Legal Sufficiency:

Tean Adel Williams
Assistant County Attorney

C. Other Department Review:

Department Director

Background and Justification (cont'd): The Board’s approval of this agenda item will allow all subsequent actions under this annual contract to conform to the procedures established under PPM CW-F-050 (Change Order and Consultant Services Authorization Authority for Construction, Engineering and Architectural Contracts) for Board-approved annual contracts. Amendment No. 5 will standardize the magnitude of work section across all of the flooring contracts and the increase to the cumulative capacity will allow staff to carry out current and anticipated new projects requested to be completed prior to the term of these contracts, which expires on June 1, 2021.

AMENDMENT NO. 5 TO ANNUAL CONTRACT

This Amendment ("Amendment") to the Annual Contract for Flooring is made and entered into on _____, by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Andrea Construction, Inc. hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on June 2, 2016, the parties hereto entered into the Annual Contract (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the Annual Contract has been amended by Amendment No. 1 (R2017-0804 dated June 20, 2017, Amendment No. 2 (R2018-0655) dated May 01, 2018, Amendment No. 3 (R2019-0614) dated May 7, 2019, and Amendment No. 4 (R2019-1025) dated July 23, 2019 (the Annual Contract and the Amendments collectively will be referred to as the Contract); and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.

2. **Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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

Section 16.1(I) Magnitude of Work is deleted in its entirety and replaced with the following:

16.1 General

I. Magnitude of Work. Each bidder should fully understand that the Board of County Commissioners does not commit under this Annual Contract to award any specific amount of

work during the contract period. Each Work Order under this Annual Contract will be lump sum or lump sum with certain unit prices. Each Work Order under this Annual Contract will be competitively quoted by multiple Qualified Contractors. Projects \$100,000 and over will also be advertised on VSS. Projects \$200,000 and over will also be advertised in the local newspaper. Additional contractors will be allowed to qualify for this Annual Contract throughout the term of the Annual Contract. When an Invitation for Quote for a project is advertised on VSS, a contractor may qualify for this Annual Contract during the solicitation period if its Qualification Application is received at least 10 days before the due date for bids/quotes. *The magnitude of the work shall be determined by individual Work Orders issued against this Contract by Palm Beach County.*

The County reserves the right to award and use multiple contracts for this work.

The County reserves the right to limit the amount of awards based on the projected need of the County.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Jean Adel Williams
Assistant County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations
Department

WITNESS:

CONTRACTOR: Andrea Construction Inc.

By: [Signature]
Signature
Megan Gilb
Name Printed

By: [Signature]
Signature of Officer
Richard Andrea
Print Name
Its: President
Title

AMENDMENT NO. 5 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for Flooring is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Brian’s Carpet & Commercial Flooring, Inc. hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on June 2, 2016, the parties hereto entered into the Annual Contract (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the Annual Contract has been amended by Amendment No. 1 (R2017-0805 dated June 20, 2017, Amendment No. 2 (R2018-0656) dated May 01, 2018, Amendment No. 3 (R2019-0615) dated May 7, 2019, and Amendment No. 4 (R2019-1026) dated July 23, 2019, (the Annual Contract and the Amendments collectively will be referred to as the Contract); and

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Political Subdivision of the State of Florida
BOARD OF COUNTY
COMMISSIONERS,

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Jean Adel Williams
Assistant County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations
Department

WITNESS:

CONTRACTOR: Brian's Carpet &
Commercial Flooring, Inc.

By: Marcia Guider
Signature
Marcia Guider
Name Printed

By: John Heezen
Signature of Officer
John Heezen
Print Name
Its: Vice President
Title



BRIAN14

OP ID: RC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2019

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 Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Beth Garcia, CIC		954-776-2222	CONTACT NAME: Beth Garcia, CIC PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446 E-MAIL ADDRESS:	
INSURED Brian's Carpet & Commercial Flooring, Inc 5401 Haverhill Rd., #113 West Palm Beach, FL 33407		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Trust Insurance Co.+		20141
		INSURER B : Monroe Guaranty Insurance Co.+		32506
		INSURER C : Bridgefield Employers Ins. Co+		10701
		INSURER D : *FCCI Insurance Company+		10178
		INSURER E :		
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		GL10004668201	06/22/2019	06/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10000295403	06/22/2019	06/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			UMB10001395803	06/22/2019	06/22/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	083055660	06/22/2019	06/22/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			CM10004668301	06/22/2019	06/22/2020	

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

Re: Project #16382 Project Name: Annual Contract Flooring 2016
Palm Beach County Board of County Commissioners a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are additional insured with respect to General Liability.

CERTIFICATE HOLDER	CANCELLATION
PALMBE1 Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33309	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

AMENDMENT NO. 5 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for Flooring is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Joe Schmidt Construction, Inc. hereinafter referred to as “Contractor”.

WITNESSETH

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WHEREAS, the Annual Contract has been amended by Amendment No. 1 (R2017-0806 dated June 20, 2017, Amendment No. 2 (R2018-0657) dated May 01, 2018, Amendment No. 3 (R2019-0616) dated May 07, 2019, and Amendment No. 4 (R2019-1027) dated July 23, 2019 (the Annual Contract and the Amendments collectively will be referred to as the Contract); and

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ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Sean Adel Williams*
Assistant County Attorney

By: *Audrey Wolf*
Audrey Wolf, Director
Facilities Development & Operations
Department

WITNESS:

CONTRACTOR: Joe Schmidt Construction
Inc.

By: *Ashley Adams*
Signature
Ashley Adams
Name Printed

By: *Joe Schmidt*
Signature of Officer
Joe Schmidt
Print Name

Its: President
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2020

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.

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PRODUCER

Foundation Insurance of Florida, LLC

6413 Congress Ave suite 250

Boca Raton

FL 33487

INSURED

JOE SCHMIDT CONSTRUCTION INC

16349 75TH AVE N

PALM BEACH GARDENS

FL 33418

CONTACT NAME: Steve Chiericozzi

PHONE (A/C, No, Ext): 5619949333

E-MAIL ADDRESS: steve@fifamily.com

FAX (A/C, No):

INSURER(S) AFFORDING COVERAGE

INSURER A: HERITAGE INSURANCE

INSURER B: METLIFE

INSURER C:

INSURER D:

INSURER E:

INSURER F:

NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y		HCR005537	08/01/2019	08/01/2020	EACH OCCURRENCE	\$ 1,000,000					
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
								MED EXP (Any one person)	\$ 5,000					
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT						GENERAL AGGREGATE	\$ 2,000,000					
B	AUTOMOBILE LIABILITY				CA004995P2019	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000					
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$					
	<input type="checkbox"/> OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$					
	<input type="checkbox"/> HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$					
	<input type="checkbox"/> AUTOS ONLY							PIP INC INS & R \$0	\$ 10,000					
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$					
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$					
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$							\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A					<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$					
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$					
								E.L. DISEASE - POLICY LIMIT	\$					
B	COM/COLL UNINSURED MOTORIST				CA004995P2019	08/01/2019	08/01/2020	\$500/\$1,000 CSL \$500,000						

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

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department is listed as additional insured

CERTIFICATE HOLDER

PALM BEACH COUNTY

C/O CAPITAL IMPROVEMENTS DIVISION

2633 VISTA PARKWAY

WEST PALM BEACH

FL 33411-5603

CANCELLATION

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

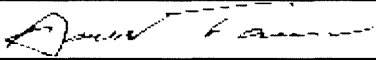
AUTHORIZED REPRESENTATIVE

STEVE CHIERICOZZI

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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CERTIFICATE OF LIABILITY INSURANCE										Date 3/11/2020	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562						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.					
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691						Insurers Affording Coverage				NAIC #	
						Insurer A: Lion Insurance Company				11075	
						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	ADDL INSRD	Type of Insurance		Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits				
		GENERAL LIABILITY					Each Occurrence		\$		
		<input type="checkbox"/> Commercial General Liability					Damage to rented premises (EA occurrence)		\$		
		<input type="checkbox"/> Claims Made <input type="checkbox"/> Occur					Med Exp		\$		
							Personal Adv Injury		\$		
		General aggregate limit applies per:					General Aggregate		\$		
		<input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC					Products - Comp/Op Agg		\$		
		AUTOMOBILE LIABILITY					Combined Single Limit (EA Accident)		\$		
		<input type="checkbox"/> Any Auto					Bodily Injury (Per Person)		\$		
		<input type="checkbox"/> All Owned 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									
		EXCESS/UMBRELLA LIABILITY					Each Occurrence				
		<input type="checkbox"/> Occur <input type="checkbox"/> Claims Made					Aggregate				
		<input type="checkbox"/> Deductible									
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.			WC 71949	01/01/2020	01/01/2021	<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTH-ER	
							E.L. Each Accident		\$1,000,000		
							E.L. Disease - Ea Employee		\$1,000,000		
							E.L. Disease - Policy Limits		\$1,000,000		
Other				Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616							
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 34-19-009 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Joe Schmidt Construction, Inc. Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com Project Name: ISSUE 08-06-12 (JG)Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUE 03-28-19 (KLR). REISSUE 03-11-20 (PH)											
Begin Date: 11/27/2003											
CERTIFICATE HOLDER						CANCELLATION					
PALM BEACH COUNTY CAPITAL IMPROVEMENT DIVISION 2633 VISTA PKWY WEST PALM BEACH, FL 33411						Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 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.					
											

AMENDMENT NO. 5 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for Flooring is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and One Call Florida, Inc. hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on June 2, 2016, the parties hereto entered into the Annual Contract (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the Annual Contract has been amended by Amendment No. 1 (R2017-0807 dated June 20, 2017, Amendment No. 2 (R2018-0658) dated May 01, 2018, Amendment No. 3 (R2019-0617) dated May 07, 2019, and Amendment No. 4 (R2019-1028) dated July 23, 2019 (the Annual Contract and the Amendments collectively will be referred to as the Contract); and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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

Section 16.1(I) Magnitude of Work is deleted in its entirety and replaced with the following:

16.1 General

I. Magnitude of Work. Each bidder should fully understand that the Board of County Commissioners does not commit under this Annual Contract to award any specific amount of

work during the contract period. Each Work Order under this Annual Contract will be lump sum or lump sum with certain unit prices. Each Work Order under this Annual Contract will be competitively quoted by multiple Qualified Contractors. Projects \$100,000 and over will also be advertised on VSS. Projects \$200,000 and over will also be advertised in the local newspaper. Additional contractors will be allowed to qualify for this Annual Contract throughout the term of the Annual Contract. When an Invitation for Quote for a project is advertised on VSS, a contractor may qualify for this Annual Contract during the solicitation period if its Qualification Application is received at least 10 days before the due date for bids/quotes. *The magnitude of the work shall be determined by individual Work Orders issued against this Contract by Palm Beach County.*

The County reserves the right to award and use multiple contracts for this work.

The County reserves the right to limit the amount of awards based on the projected need of the County.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Sean-Adel Williams
Assistant County Attorney

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations
Department

WITNESS:

CONTRACTOR: One Call Florida, Inc.

By: Lori Rose
Signature
Lori Rose
Name Printed

By: Robert Ambrosias
Signature of Officer
Robert Ambrosias
Print Name
Its: President
Title

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2020

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 any rights to the certificate holder in lieu of such endorsement(s).															
PRODUCER USI Insurance Services, LLC 360 Columbia Drive, Suite 105 West Palm Beach, FL 33409 561 693-0500	CONTACT NAME: Kandi Schmitz PHONE (A/C, No, Ext): 561-693-0504 FAX (A/C, No): 855-420-6662 E-MAIL ADDRESS: kandi.schmitz@usi.com <table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A : GuideOne National Insurance Company</td><td>14167</td></tr><tr><td>INSURER B : Bridgefield Casualty Insurance Company</td><td>10335</td></tr><tr><td>INSURER C : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GuideOne National Insurance Company	14167	INSURER B : Bridgefield Casualty Insurance Company	10335	INSURER C : Federal Insurance Company	20281	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED One Call Florida, Inc 7804 SW Ellipse Way Stuart, FL 34997															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</div> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <div><div><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div>			ENV56200268100	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<div><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB</div> <div><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE</div> <div>DED RETENTION \$</div>			ENV56200268900	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	019648152	02/22/2020	02/22/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Equipment Floater			45469991	04/06/2020	04/06/2021	\$100,000 Rented/Leased
A	Pollution Liab			ENV56200268100	04/01/2020	04/01/2021	See Below
A	Professional Liab			ENV56200268100	04/01/2020	04/01/2021	See Below

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

Automatic Additional Insured on General Liability, Pollution and Professional when required by contract.

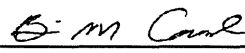
Pollution Liability: \$2,000,000 Aggregate / \$1,000,000 Occurrence / \$5,000 Deductible

Professional Liability: \$2,000,000 Aggregate / \$1,000,000 Occurrence / \$5,000 Deductible

Equipment Floater Deductible: \$1,000

Waiver of Subrogation in favor of the General Liability & Workers Compensation policies.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

Additional insured entities: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department.
The General Liability policy contains a special endorsement with Primary wording, when required by written contract.

Annual Contract - Flooring #16382: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

~~Procurement Project Implementation Group~~

[illegible]

ATTACHMENT # 5