

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021	[X] Consent	[] Regular
	[] Workshop	[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-035 to the annual minor construction services contract with Andrea Construction, Inc. (Contractor) (R2020-0143) in the amount of \$479,564 for the Mounts Botanical Garden – Gift Shop Renovation project for a period of 200 calendar days from permit issuance.

Summary: The project consists of renovating approximately 1,500 square feet of the existing gift shop building, which includes relocating the existing service counter; removing the existing north side window and the existing office; and reconfiguring the existing storage areas in order to expand the interior of the gift shop. Additionally, the work includes renovations to the existing restrooms, providing site control turnstiles, electrical service improvement, updating the fire alarm system, and installing fencing and gates to the exterior of the facility for controlled access. The existing building is more than 20 years old with an outdated layout and appearance. The new design will modernize the space, improve the appearance of the facility, and create a more controlled public entrance from, and exit to, the garden areas. The Contractor shall substantially complete the project within 200 calendar days of permit issuance. Liquidated damages are \$164 per day for failure to achieve certification of substantial completion within the contract time or approved extension thereof. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. This work order was solicited pursuant to the annual minor construction contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was presented to the Goal Setting Committee on August 21, 2019. The Committee applied the following three Affirmative Procurement Initiatives (API): 1) sheltered market for projects under \$100,000; or 2) a small business enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project over \$100,000; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project over \$100,000. The Contractor is a certified SBE and submitted 62.34% SBE participation on this work order. The overall SBE participation on the annual minor construction contract is 86.25%. The Contractor is a Palm Beach County business. Funding for this project is from the Capital Outlay fund. (Capital Improvements Division) District 7 (LDC)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on May 27, 2021 and the Contractor submitted the lowest responsive and responsible bid.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 21-035
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract Minor #19602: Control Sheet

Recommended by:	mu 1. april Cellas	9/23/2021
·	Department Director	Dațe
		α / A
Approved by:	Maker	9/7/20/
	County Administrator	Date '

Fiscal	Years	2021	2022	2023	2024	2025
Operat Extern Progra	l Expenditures ing Costs al Revenues m Income (County) d Match (County	\$539,511 				
# ADD	TISCAL IMPACT DITIONAL FTE TIONS (Cumulative)	<u>\$539,511</u> 	-0-	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
	n Included in Current E his item include use of			es X es	_ No _ No	X
Budget	Account No: Fund 3	900 Dept <u>101</u>	Unit AG19	Object <u>6505</u>		
В.	Recommended Source	es of Funds/Summ	ary of Fiscal I	mpact:		
Funding	g for this project will b	e from the Capital (Outlay fund.			
	CONSTRUCTION STAFF COST CONTINGENCY TOTAL	\$479,564.00 \$ 11,990.00 <u>\$ 47,956.40</u> \$539,510.40				
C.	Departmental Fiscal	Review:) Sh	,		
		III. <u>REVII</u>	EW COMMEN	<u>NTS</u>		
A.	OFMB Fiscal and/or	Contract Develop	ment Commen	ıts:		
	Low Must. OFMB/A 8 23 21	8124121		evelopment and	olar 8 d Control) <u>3</u> /73/
В.	Assistant County Atto	mex				
C.	Other Department R	deview:				
	Department Director					

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

Five Year Summary of Fiscal Impact:

A.

ATTACHMENT 1

LOCATION MAP

Project No: 18511

Project Name: Mounts Botanical Garden – Gift Shop Renovations

Location: 531 North Military Trail, West Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/18/21 REQUESTED BY: Brian McNamara	PHONE: 233-0266
PROJECT TITLE: <u>Mounts Botanical Garden – gift shop renovations</u> (Same as CIP or IST, if applicable)	
ORIGINAL CONTRACT AMOUNT: \$	IST PLANNING NO.:
REQUESTED AMOUNT: \$479,564.00	BCC RESOLUTION#:
	DATE:
eFDO #: 2020-023742	
CSA or CHANGE ORDER NUMBER:	
LOCATION: 531 N. Military Trail, West Palm Beach	
BUILDING NUMBER: 49	
DESCRIPTION OF WORK/SERVICE LOCATION: Mounts Botanical Garden	en
PROJECT/ W.O . NUMBER: 18511	
CONSULTANT/CONTRACTOR: Andrea Construction, Inc. (minor)	
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVIC CONSULTANT/CONTRACTOR:	CES TO BE PROVIDED BY THE
Furnish all labor, material, permits and supplies necessary and reasonably incident	dental for the renovation of the Gift Shop.
CONSTRUCTION \$479,564.00 PROFESSIONAL SERVICES \$ NA STAFF COSTS* \$ 11,990.00 EQUIP. / SUPPLIES \$ NA CONTINGENCY \$ 47,956.40 TOTAL \$539,510.40	
* By signing this BAS your department agrees to these CID staff charges and your acc by FD&O. Unless there is a change in the scope of work, no additional staff charges costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at Facilities Management or ESS staff your department will be billed actual hours worked	will be billed. If this BAS is for construction the end of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one of	and order in which funds are to be used):
FUND: 3900 DEPT: 101 UNIT: AG19	OBJ: 6505
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and property of the property	
	nount \$)
☐ Other (source/type:Amount \$)	
Department: Cooperative Extension Service BAS APPROVED BY: Mluson allie	-
BAS APPROVED BY: Melison allie	DATE 7/14/2021
ENCLIMED ANCE NI IMPED	, ,,

Project Name: Mounts Botanical Garden – gift shop renovation

Project No. 18511

WORK ORDER 21-035 TO CONTRACT FOR ANNUAL MINOR CONSTRUCTION FOR

PROJECT NAME: MOUNTS BOTANICAL GARDEN – GIFT SHOP RENOVATION PROJECT NO. 18511

THIS WORK ORDER is made as of	by and be	twe	en
Palm Beach County, a political subdivision of the State of Florida, hereinafte	r referred	to	as
"Owner", and Andrea Construction, Inc., a Florida corporation, hereinafter	referred	to	as
"Contractor".			

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 2/11/2020 (R2020-0143) ("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 \$479,564.00 for the construction costs of renovation of the Gift Shop 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 **200** calendar days of permit issuance. Liquidated Damages are \$164/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 <u>74.68</u>% SBE subcontracting participation on this Contract. Contractor will provide <u>62.34</u>% 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

Project Name: Mounts Botanical Garden – gift shop renovation

Project No. 18511

Addendum
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

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

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

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

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

- 83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

Project Name: Mounts Botanical Garden – gift shop renovation Project No. 18511

- **83.3** Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.
 - **83.3.1** If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 83.4 If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.
- **8.** Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Mounts Botanical Garden – gift shop renovation

Project No. 18511

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

ATTEST: JOSEPH ABRUZZO, CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS
By:	By:
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Director - FD&O
WITNESS: FOR CONTRACTOR SIGNATURE	CONTRACTOR:
Dene Crole Signature	Signature
Name (type or print)	Name (type or print)
	Prosiden + Title
	(Corporate Seal)

BID FORM

PROJECT NUMBER: 18511

PROJECT NAME: Mounts Botanical Garden - Gift Shop Renovation

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

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) Bid Security. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT	s 479, 564.00
Written amount Four Hundral Seventy	nine Thousand Five Hundral Sixty Four
2. Bidder commits to achieving the APIs applic A and as submitted on its EBO Schedules 1 and	able to this solicitation as designated on Attachment ad 2.
3. Is the Bidder a Palm Beach County certified	S/M/WBE? Yes V 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

Form Rev. 4/1/21 Bid Form - NonFederal

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

- 5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.
- 6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum	# /	dated 11/21</th <th>Addendum#</th> <th>dated</th>	Addendum#	dated
Addendum	#	dated	Addendum#	dated

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

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

QUOTE/BID PROVIDED BY:

Andrea Construction
Contractor Name

Date

71

Print Name and Title

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

Form Rev. 4/1/21 Bid Form - NonFederal

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME:NAME OF PRIME RESPONDENT/BIDDER: Andr	allely or hely grown and grown, and the best	en - Gift Shop Re on, Inc.	novations	ADDRES	ATION/PROJECT/B S: 12334 77th Place	N., West Palm Be			
CONTACT PERSON: Richard Andrea				PHONE	NO.:		E-MAIL:	st@aol.com	
SOLICITATION OPENING/SUBMITTAL DATE: _	May 27, 20	21		DEPART	MENT: Capital Impro	ovements		-	
PLEASE LIST THE DOLLAR AMOUNT OF PLEASE ALSO LIST THE DOLLAR AMOU PROJECT. Name, Address and Phone Number	(Check a		F WORK TO E		D BY ALL SUBCO		/SUBCONSULTA	NTS ON THE	
ta singular bassar, lanserer eritor, sam samurin		is car in the second			n de la companya de l			(Please Specify)	
 Andrea Construction, Inc. 12334 77th Place n., West Palm Beach, Florida 33412 561-358-4797 			\checkmark		^	The second of the	298,980.00	**************************************	
 Simmons A/C, Inc. 100 Cortes Ave., Royal Palm Beach, Florida 33411 561-632-5677 	√ √						88,584.00		-
3. Jen Rae Electric 9289 Cove Point Circle, Boynton Beach, Florida 33472 561-436-5348	√ ✓						65,000.00		-
4. Kajak Plumbing & Backflow 15135 77th Trail N., Palm Beach Gardens, Fl. 33418 561-662-0614	. ✓						27,000.00		no Voi
5.					- Norway Sandaline (Sandaline Lange	- China and the state of the st	**************************************		-
(Please use additional sheets if necessary)			Total	and the second s		A Company of the Comp	479,564.00		-
Total Bid Price \$ 479,564.00	d			//WBE Participation	298,980.00				
I hereby certify that the above information is accurate to	o the best of my	y knowledge:		- 41.			Presid	lent	
	•			Signature			TI	+10	

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.

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: 18511 SOLICITATION/PROJECT NAME: Mounts Botanical Garden - Gift Shop Renovations Prime Contractor: Andrea Construction, Inc. Subcontractor: Andrea Construction, Inc. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): $\underline{May \ 9, \ 2019}$ ØSBE □WBE □MBE □M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male □Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier ☐ Hispanic American ☐Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Quantity/ Unit Price Line Item Description Contingencies/ Total Price/Percentage ltem Units Allowances Complete all general construction and supervision. 298,980.00 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: 298,980.00If 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. 0 n/a Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Andrea Construction, Inc. Andrea Construction, Inc. Print Name of Prime Print Name of Subcontractor/subconsultanty Authorized Signature Authorized Signature Richard Andrea Richard Andrea Print Name Print Name President President Date: May 26, 2021 May 26, 2021

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for

Subcontrathe bid/pr		ment. All	Subcontractor	s/subconsultants,	including any tiered	
	TION/PROJECT NUMBER: 18511					
SOLICITAT	TION/PROJECT NAME: Mounts Botanical Garden	- Gift Sho	Renovation	on		
	htractor: Andrea Construction, Inc.	Subco	ntractor: Sin	nmons Air Co	onditioning	
Check bo	ox(s) that apply)]WBE	ate of Palm Be	each County Co	ertification (if applic	_{able):} n/a	
The unde	rsigned affirms they are the following (select one from <u>Column 2</u>	each column	if applicable)	:	Column 3	
☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier ☐ Hispanic American ☐ Native American						
properly e	PARTICIPATION — S/M/WBE Primes must document all work secuted Schedule 2 for any S/M/WBE participation may result or items supplied with the dollar amount and/or percess/M/WBE is certified. A detailed proposal may be attached the latent Description	lt in that partic entage for each	ipation not beir work item. \$/f	ng counted. Specify in	detail, the scope of work	
Item	Reciti Description	Jill Tine	Units	Allowances	Total Frice/Fercentage	
1	Provide all air conditioning work.				88,584.00	
-						
		 				
	signed Subcontractor/subconsultant is prepared to self-perfo owing total price or percentage: \$88,584.00	orm the above-	described work	in conjunction with th	e aforementioned project	
	ersigned intends to subcontract any portion of this work to elow accompanied by a separate properly executed Schedu		entractor/subco	nsultant, please list t	he business name and the	
Na	n/a nme of 2 nd /3 rd tier Subcontractor/subconsultant	Price (or Percentage:	0		
TO THE REAL PROPERTY.	and the state of t	The state of the s				
	Andrea Construction, Inc. Simmons Air Conditioning					
Print Name of Prime Print Name of Subcontractor subconsultant					at	
	By:Authorized Signature	Вγ:∕	Just	A Dem	No franch	
	Richard Andrea	Authorized Signature Michael Simmons				
	Print Name		Name			
	President	***************************************	/ner			
	Title Date: May 26, 2021	Title	May 26,	2021		
	Date: IVICLY ZO, ZOZ I	Date	ividy 20,	EVE!		

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: 18511 SOLICITATION/PROJECT NAME: Mounts Botanical Garden - Gift Shop Renovations ___subcontractor: Jen Rae Electric Prime Contractor: Andrea Construction, Inc. (Check box(s) that apply) n/a SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 1 ☐ African-American/Black ☐ Asian American ☐ Caucasian American **M**Male □ Female ☐ Supplier ☐Native American ☐ Hispanic 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 Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Units Item Allowances 1 Provide all electrical work. 65,000.00 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: \$65,000.00If 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. 0 n/a Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Andrea Construction, Inc. Jen Rae Electric Print Name of Subcontractor/subconsultant Print Name of Prime Authorized Signature Authorized Signature Richard Andrea Howard Levitt Print Name Print Name

Owner

_{Date:} May 26, 2021

President

_{Date:} May 26, 2021

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,

All Subcontractors/subconsultants, including any tiered

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: 18511 SOLICITATION/PROJECT NAME: Mounts Botanical Garden - Gift Shop Renovations Prime Contractor: Andrea Construction, Inc. __{Subcontractor:}Kajak Plumbing & Backflow (Check box(s) that apply) □SBE □WBE □MBE □M/WBE ØNon-S/M/WBE Date of Palm Beach County Certification (if applicable):_ The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 **M**ale □ Female Caucasian American ☐ African-American/Black ☐ Asian American ☐ Supplier ☐ Hispanic American □Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances Provide all plumbing work. 27,000.00 1 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: \$27,000.00 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 0 Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Andrea Construction, Inc. Kajak Plumbing & Backflow Print Name of Prime Print Name of Subconstructor/subconsultant **Authorized Signature** Authorized Signature Richard Andrea Bobby Kajak Print Name Print Name President Owner _{Date:} May 26, 2021 _{Date:} May 26, 2021

ATTACHMENT "A" (for Minor Construction - MultiTrade)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by \(\omega\). 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.

X 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 multitrade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

X SBE Subcontracting Program

A minimum mandatory goal of 25% SBE participation is established for this contract for Work Orders over \$100,000. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

Form Rev. 4/1/21 Attachment A for Minor Construction -MultiTrade

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

PROJECT NUMBER: 18511

PROJECT NAME: Mounts Botanical Garden - Gift Shop Renovation

DATE: May 27, 2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we,	Andrea Construction, Inc.	
	(hereinafter called "Prin	cipal"), and
United States Fire Insurance Company	(hereinafter called "Sure	ety") are held and firmly
bound unto Palm Beach County, a Political Subdivision		
County Commissioners, (hereinafter called "County") in	n the sum of Five Percent o	f Amount Bid (5%)
Dollars,(\$	5%), (which sum
is at least 5% of the bid price), lawful money of the Usum will and truly to be made, we bind ourselves, our hei		- ·

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: Mounts Botanical Garden - Gift Shop Renovation, Project Number 18511, in the County of Palm Beach, State of Florida; and

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

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

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

Form Rev. 4/1/21 Bid Bond - NonFederal

op Renovation	
onstruction, Inc.	·
	under
ince Company as	"Surety"
ne, by its Attorney-in-Fact	
7th day of May . A.D., 20 <u>21</u>	'
	(SEAL)
Andrea Construction, Inc.	
(Contractor Name)	
Ву:	
(Signature)	
Print Name and Title: Rehard	Andrea
7,000	•
	(SEAL)
BWAT Ronn	
By:	
(Oignature)	
Print Name and Title: Brett Rosenhaus, & Florida License	
	onstruction, Inc. igned in its name, by its

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

Form Rev. 4/1/21 Bid Bond - NonFederal

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

02725427821

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, 2022.

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

State of Pennsylvania } County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(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 27 day of May 2021

UNITED STATES FIRE INSURANCE COMPANY

Jamaia Katking



Al Wright, Senior Vice President

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract – Minor Construction

Contact: Brian McNamara, Capital Improvements Division

Phone: (561) 233-0266

Project Title: Mounts Botanical Garden - Gift Shop Renovation

Project #: 18511

Project Location: 531 N. Military Trail, WPB, FL

1. **GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 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 two hundred (200) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$164 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

- a. Project involves the renovation of the Gift Shop as per the attached drawings referenced as Exhibit "1".
- b. Contractor to use submitted permit approved by Palm Beach County. Contractor is responsible for fees associated with transfer of permit to Contractor's name.

3. SUBMITTALS

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

4. MATERIALS

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

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

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

7. PREPARATION

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

8. EXAMINATION

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

9. INSTALLATION

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

10. WARRANTY

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

11. CLEAN UP

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

12. SECURITY

This project is subject to:	[] Critical Facilities Background Check
	[] CJI Facilities Background Check
	[X] No Background Check

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT

PROJECT NAME: Mounts Botanical Garden - Gift Shop Restoration

PROJECT NUMBER:

18511

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: May 11, 2021

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page and one (1) attachment.

CHANGE TO IFQ/B ATTACHMENT C

- 1. 2. SCOPE OF WORK, insert item "c" as follows:
 - c. Notice to proceed will not be sent to Contractor, until asbestos testing and abatement is complete.
- 2. Insert Exhibit "2" as attached.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: ____

END OF ADDENDUM

ADD1-1



August 12, 2021

Andrea Construction, Inc. 12334 77th Place N West Palm Beach, FL 33412

RE: Palm Beach County, as Obligee

Mounts Botanical Garden - gift shop renovation, Project #18511, as Project

Bond No. 6091008768

Dear Ladies and Gentlemen:

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

|--|

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

But Ronn_

Florida Licensed Agent

220 Congress Park Drive Suite 100 Delray Beach, FL 33445

Main: 561.454.8210 Fax: 561.455.4787

www.nielsonbonds.com

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

02725427821

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, 2022.

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

Jamara Katking

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(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 12 day of August 20 21

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

PUBLIC CONSTRUCTION BOND

BOND NUMBER	6091008	3768
BOND AMOUNT	\$479,56	4.00
CONTRACT AMOUNT	Γ	\$479,564.00
CONTRACTOR'S NAM	ME:	Andrea Construction, Inc.
CONTRACTOR'S ADI	ORESS:	12334 77th Place North, West Palm Beach, FL 33412
CONTRACTOR'S PHO	ONE:	(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:		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER'S PHONE:		(561) 233-0261
PROJECT NAME:	Mounts !	Botanical Garden – gift shop renovation
PROJECT NUMBER:	18511	
CONTRACT NUMBER	R (to be	provided after Contract award):
DESCRIPTION OF WO	ORK: _	Renovation of the gift shop.
PROJECT ADDRESS,	PCN, or	LEGAL DESCRIPTION:
531 N. Military	Trail, V	Vest Palm Beach
This Bond is issued in for Contract.	avor of t	the County conditioned on the full and faithful performance of the

Form Rev. 8/24/20 Public Construction Bond

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 (\$479,564.00) (Four hundred seventy-nine thousand five hundred sixty-four 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: Mounts Botanical Garden – gift shop renovation

Project No.: 18511

Project Description: Renovation of the gift shop

Project Location: 531 N. 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:

- Performs the contract between Principal and County for the construction of renovation of the gift shop, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 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
- 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
- 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.
- 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

Page 2 of 3

Form Rev. 8/24/20 Public Construction Bond

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.

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

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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

02725427821

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, 2022.

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 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins

(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

MILAL) /A

UNITED STATES FIRE INSURANCE COMPANY

Jamara Katking

Al Wright, Senior Vice President

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Andrea	a Construction, Inc.	and Surety
Name: United State Fire Insurance Company	•	······································
We the undersigned hereby guarantee that the (Palm Beach County, Florida, which we have continuous and specifications; that the work continuous included in the Contract Documents. We agree any work of others which may be damaged in so or materials within a period of one year from the work by the County of Palm Beach, State of Fl Palm Beach, ordinary wear and tear and unusual work is started, it shall be carried through to continuous the county of Palm Beach, ordinary wear and tear and unusual work is started, it shall be carried through to continuous the county of Palm Beach, ordinary wear and tear and unusual work is started, it shall be carried through to continuous the county of Palm Beach, ordinary wear and tear and unusual work is started.	onstructed and bonded, has been dornstructed will fulfill the requirement to repair or replace any or all of our doing, that may prove to be defective date of Substantial Completion of a orida, without any expense whatsoe abuse or neglect excepted by the Courter of the courte	ne in accordance with nts of the guaranties r work, together with the in the workmanship ll of the above named ver to said County of
In the event of our failure to acknowledge notice (5) working days after being notified in writing County, Florida, we, collectively or separately, as aid defects repaired and made good at our extherefore upon demand.	ng by the Board of County Commis do hereby authorize Palm Beach Coun	ssioners, Palm Beach nty to proceed to have
DATED(Date to be filled in at substantial complete	ion)	
SEAL AND NOTARIAL	Andrea Construction, Inc.	
ACKNOWLEDGMENT OF SURETY	(Contractor Name)	(Seal)
	By: (Contractor Signature) (Print Name and	low Preside
	Living Chata Fire Leavening Co.	
	United State Fire Insurance Cor (Surety Name)	(Seal)
		, ,
	By:(Surety Sign	ature)
	Brett Rosenhaus, Attorney-in-Fa	

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

(Print Name and Title)

Form Rev. 03/19/20

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

02725427821

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, 2022.

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 22nd day of August 2019. UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

Jamara Katking

State of Pennsylvania } County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, 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.

Commonwealth of Pennsylvania - Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Tamara Watkins (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 20

day of

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President

Page 1 of 1

Print Date 8/17/2021 9:12:52 AM



Palm Beach County **Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy#	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000591	Andrea Construction Inc.		Compliant with Waived Deficiencies					16382	Flooring Annual Contract
		A++ , XV	State Farm Mutual Automobile Insurance Company	3283353E0259f	11/2/2020	11/2/2021	Auto Liability		
		Ag, XIV	Colony Insurance Company	600GL003311201	1/14/2021	1/14/2022	General Liability		
		A+ , X	Bridgefield Employers Insurance Company	83035065	9/15/2020	9/15/2021	Workers Comp		

Risk Profile:

Standard - Construction Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:

\sim
, :
~ '
\geq
$\overline{}$
> -
=
<
\rightarrow
\vdash
(T
_
$\overline{}$
-
\wedge

P	R	E	-[31	C

Mandatory

ANNUAL:

Brian McNamara

API:

Minor 25% Mandatory

BID SUMMARY

Mounts Botanical G	iounts Botanical Garden - Gift Shop Renovation							
18511	8511							
05/27/21								
Andrea Construction, Inc.	All-Site Construction, Inc.							
Local	Local							
SBE	SBE	A 200-200-200-200-200-200-200-200-200-200						
\$479,564.00	\$617,842.00							
Yes	Yes							
✓	✓							
Satisfactory	Satisfactory							
62.34%	77.80%							
Satisfactory	Satisfactory					;		
	18511 05/27/21 Andrea Construction, Inc. Local SBE \$479,564.00 Yes Satisfactory 62.34%	18511 05/27/21 Andrea Construction, Inc. Local Local SBE SBE \$479,564.00 \$617,842.00 Yes Yes ✓ ✓ Satisfactory Satisfactory 62.34% 77.80%	Andrea Construction, Inc. Local Local SBE SBE \$479,564.00 \$617,842.00 Yes Yes Satisfactory Satisfactory Satisfactory Satisfactory	18511 05/27/21 Andrea Construction, Inc. Local Local SBE SBE \$479,564.00 \$617,842.00 Yes Yes ✓ Satisfactory Satisfactory Satisfactory Satisfactory Satisfactory Satisfactory	18511 05/27/21 Andrea Construction, All-Site Construction, Inc. Local Local SBE SBE \$479,564.00 \$617,842.00 Yes Yes ✓ Satisfactory Satisfactory 62.34% 77.80% Satisfactory Satisfactory	18511 05/27/21 Andrea Construction, All-Site Construction, Inc. Local Local SBE SBE \$479,564.00 \$617,842.00 Yes Yes ✓ ✓ Satisfactory Satisfactory 62.34% 77.80%	18511 05/27/21 Andrea Construction, Inc. Local Local SBE SBE S8F S87,842.00 Yes Yes Yes Satisfactory Sat	

Bid Documents opened by:

Bids Documents recorded by:

A.

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

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON

	Project Nam	e: Mounts Botanical Garden	- Gift Shop Renovation
	Project Number	er: 18511	
-	CITATION DATE:	Wednesday, April 28, 2021	
QUO	TATION RECEIPT DATE:	Thursday, May 27, 2021	
	Vendor	Dollar Quotation	Comments (SBE)
1	Andrea Construction, Inc.	\$479,564.00	62.34%
_ 2	All-Site Construction, Inc.	\$617,842.00	77.80%
	opened by: Yuncasta 5/2 SIGNATURE DATE	8/21	Bid recorded by JUSU 5/2/2/ SIPNATURE BATE
	COMPLIANCE V	VITH PALM BEACH COUNTY REQUIR	TA/
		REQUIREMENTS.	I COMPLIANCE WITH PALM BEACH COUNTY
	ED ON A REVIEW OF THE ABOVE-LISTE LOWEST RESPONSIVE AND RESPONS		THAT: Andrea Construction, Inc. PROVIDED
Sign	hale fully	_	(j. 1. 202) Date
Арр	roved	_	<u> </u>

ATTACHMENT # 6

Annual Contract - Minor #19602: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

		PROJECT INFORMATION	1				DOL	_ARS		
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	W.O. AMOUNT	W.o. #		OMMITMEN ATRENEWAL	ITS	\$ CAPACITY REMAINING	\$SBE Work Order
	18511	FYXX - Xst QUARTER Mounts Botanical Garden - gift shop renovation	Andrea	\$479,564.00	21-035	\$5,107,585.21	\$0.00	\$5,107,585.21	\$4,892,414.79	\$298,980.0
		INSERT ROWS ABOVE HERE ONLY				Phyllis I cor	y from coloumn	'J' to Column 'X		
										4,405,511.:
								W	MBE BREAKDOW	'N
		Minor Construction Annual		TOTAL WORK ORDERS			TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
		All Site Totals	All-Site	\$744,910.60			\$744,910.60	100,00%	\$744,910.60	100.00
		Andrea Totals	Andrea	\$2,641,004.77			\$1,972,273.77	74.68%	\$80,909.00	3.06
		ANZCO Totals	ANZCO	\$253,098.52			\$253,098.52	100.00%	\$0.00	0.00
		Brothers Construction, Inc.	Brothers	\$0.00			\$0.00	0.00%	\$0.00	0.00
		Clean Air Restoration, Inc. d/b/a Chandler Construction Co.	Chandler DCOTA	\$199,930.00 \$0.00			\$179,937.00 \$0.00	90.00%	\$0.00 \$0.00	0.00
		DCOTA Contracting, Inc. Docks & More Construction Co.	Docks	\$0.00			\$0.00	0.00%	\$0.00	0.00
	-	E&F Florida Enterprises Inc. dba Creative Contracting Group	E&F	\$0.00			\$0.00	0.00%	\$0.00	0.00
		Greenview Construction LLC	Greenview	\$0.00			\$0.00	0.00%	\$0.00	0.00
		Hatcher Construction & Development, Inc.	Hatcher	\$34,400.00			\$34,400.00	100.00%	\$34,400.00	100.00
		Hufcor, Inc.	Hufcor	\$0.00			\$0.00	0.00%	\$0.00	0.00
		J. Rawn Enterprises, Inc.	Rawn	\$45,300.00			\$45,300.00	100.00%	\$0.00	0.00
		Joe Schmidt Construction, Inc.	Schmidt	\$698,595.00			\$685,245.00	98.09%	\$0.00	0.00
		Kelly Brothers, Inc.	Kelly	\$0.00			\$0.00	0.00%	\$0.00	0.00
	-	Lambert Bros., Inc.	Lambert	\$0.00			\$0.00	0.00%	\$0.00 \$0.00	0.00
		One Call Florida, Inc. Parsa Corporation	One Call Parsa	\$23,750.00 \$0.00			\$23,750.00 \$0.00	100.00%	\$0.00	0.00
		Poseiden Dredge & Marine, Inc.	Poseiden	\$0.00			\$0.00	0.00%	\$0.00	0.00
-	1	Ralph Della-Pietra, Inc.	RDP	\$116,460.00			\$116,460.00	100.00%	\$0.00	0.00
		Randolph Construction Group, Inc.	Randolph	\$350,136.32			\$350,136.32	100.00%	\$350,136.32	100.00
		Republic Construction Corp.	Republic	\$0.00			\$0.00	0.00%	\$0.00	0.00
		Onel Construction LLC	Onel	\$0.00			\$0.00	0.00%	\$0.00	0.00
		J.I.J. Construction Corp.	J.I.J.	\$0.00			\$0.00	0.00%	\$0.00	0.00
		I. Q. Constructions, Inc.	I. Q.	\$0.00			\$0.00	0.00%	\$0.00	0.00
- 1							1		1	