

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

**Meeting Date: September 13, 2022**

☒ **Consent**

☐ Regular

[ ] Workshop

☐ Public Hearing

**Department: Facilities Development & Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Order No. 22-024 to the annual minor construction contract with Andrea Construction, Inc. (Contractor) (R2020-0143) for the Palm Beach Sheriff's Office (PBSO) K-9- Parking Lot Surface, Canopies and Restroom Renovations project in the amount of \$371,264 for a period of 90 calendar days from permit issuance.

**Summary:** On February 11, 2020, the Board of County Commissioners (Board) approved the annual minor construction contract with the Contractor to provide construction services associated with repairs, improvements and renovations to County properties. Work Order No. 22-024 includes the installation of three canopies, the addition of asphalt parking and renovation of the existing restrooms to achieve Americans with Disabilities Act (ADA) compliant facilities. This project was competitively advertised, and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 90 calendar days from permit issuance to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000; or 2) 10% Small Business Enterprises (SBE) Price Preference for single-trade projects \$100,000 or more; or 3) a minimum mandatory 25% SBE subcontracting goal for multi-trade projects. Since this project is a multi-trade project over \$100,000, the applicable API is 25% SBE subcontracting goal. The Contractor is an SBE and committed to 64.66% SBE participation on this work order. The cumulative SBE participation on the annual minor contract is 77.80%. The Contractor is a local business. The funding source for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 3 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on June 16, 2022. Andrea Construction, Inc. submitted the lowest responsive and responsible bid.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Work Order No. 22-024
4. Bid Summary
5. Annual Contract – Minor #19602: Control Sheet

**Recommended by:**

**Department Director**

Date \_\_\_\_\_

**Approved by:**

County Administrator

Date \_\_\_\_\_

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$417,751	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$417,751)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-_____	-0-_____	-0-_____	-0-_____	-0-_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

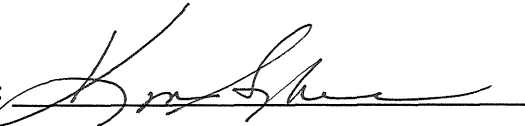
Budget Account No: Fund 3804 Dept 411 Unit B721-13 Object 4907  
Fund 3804 Dept 411 Unit B721-13 ~~Rvsc~~ 4900

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

The funding source for this project is from the Public Building Improvement Fund. Palm Beach Sheriff's Office (PBSO) requires this work and the expense will be offset by a reimbursement from PBSO.

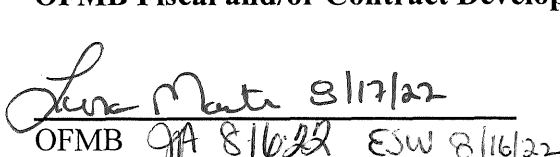
Construction \$371,264.00  
Staff Cost \$ 9,360.00  
Contingency \$ 37,126.40  
\$417,750.40

C. Departmental Fiscal Review:

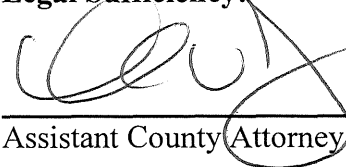


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

  
OFMB JA 8/16/22 ESW 8/16/22 Contract Development and Control 8-22-22 TW

B. Legal Sufficiency:

  
Assistant County Attorney 8/23/22

C. Other Department Review:

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

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

ATTACHMENT # 1

LOCATION MAP

Project No: 2021-005062

Project Name: Palm Beach Sheriff Office (PBSO) K-9 Parking Lot Surface, Canopies and Restroom Renovations

Location: 7950 Forest Hill Blvd, West Palm Beach



ATTACHMENT # 2  
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/1/22                      REQUESTED BY: Clark Woods                      PHONE: 233-2054

PROJECT TITLE: PBSO K-9 – parking lot surface, canopies, and restroom renovations  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$                      IST PLANNING NO.:  
REQUESTED AMOUNT: \$371,264.00                      BCC RESOLUTION#:  
DATE:

eFDO #: 2021-005062

CSA or CHANGE ORDER NUMBER:

LOCATION: 7950 Forest Hill Blvd., West Palm Beach

BUILDING NUMBER: 1060

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO K-9

PROJECT/~~W.O.~~ NUMBER: 2021-005062

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

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to install and repair three canopies, asphalt area, and restroom renovations.

CONSTRUCTION	\$371,264.00
PROFESSIONAL SERVICES	\$        NA
STAFF COSTS*	\$    9,360.00
EQUIP. / SUPPLIES	\$        NA
CONTINGENCY	\$   37,126.40
TOTAL	\$417,750.40

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

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

FUND: 3804                      DEPT: 411                      UNIT: 3721-13                      OBJ: 4907                      *7/15/2022*

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

- ☐ Ad Valorem (Amount \$ \_\_\_\_\_)
- ☐ Infrastructure Sales Tax (Amount \$ \_\_\_\_\_)
- ☐ State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)
- ☐ Federal (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)
- ☐ Grant (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)
- ☐ Impact Fees: (Amount \$ \_\_\_\_\_)
- ☐ Other (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)

Department: \_\_\_\_\_

BAS APPROVED BY: Ortega, Juan E.                      Digitally signed by Ortega, Juan E.  
Date: 2022.07.14 21:03:22 -04'00'                      DATE 07/14/2022

ENCUMBRANCE NUMBER: 01001-4170-5204631

**WORK ORDER 22-024 TO  
ANNUAL CONTRACT R2020-0143  
PALM BEACH SHERIFF’S OFFICE (PBSO) K-9 – PARKING LOT SURFACE,  
CANOPIES, AND RESTROOM RENOVATIONS  
PROJECT NO. 2021-005062**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and Andrea Construction, Inc., a Corporation, authorized to do business in the State of Florida, whose Federal ID# is 65-0231292 hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 2/11/20 (R2020-0143) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$371,264.00** for the construction costs of installing and repairing three canopies, asphalt area, and restroom renovations 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 **90** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 71.44% SBE subcontracting participation on this Contract. Contractor will provide 64.66% 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  
Addenda 1, 2 & 3  
Project Requirements  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

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

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

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

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

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

*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.*

**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: PBSO K-9 – parking lot surface, canopies, and restroom renovations  
Project No. 2021-005062  
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida  
has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made  
and executed this Work Order, the day and year written above.

ATTEST:  
JOSEPH ABRUZZO, CLERK &  
COMPTROLLER

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

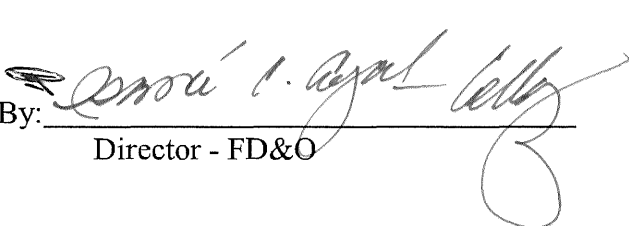
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS


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

By:  \_\_\_\_\_  
Director - FD&O



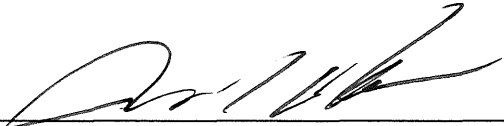
Project Name: PBSO K-9 – parking lot surface, canopies, and restroom renovations  
Project No. 2021-005062

WITNESS: FOR CONTRACTOR  
SIGNATURE

  
Signature

Lise Hallerman  
Name (type or print)

CONTRACTOR:

  
Signature

Richard Andrea  
Name (type or print)

President  
Title

(Corporate Seal)

**BID FORM**

**PROJECT NUMBER: 2021-005062**

**PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov.**

**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** \$ 371,264.00

Written amount Three Hundred Seventy One Thousand Two Hundred Sixty Four

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

**3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes ☒ No ☐**

**4. Commercial Non-Discrimination Certification.** The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to

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

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 5/24/22 Addendum# 3 dated 6/3/22  
Addendum # 2 dated 6/1/22 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, Inc.  
Contractor Name

June 15, 2022  
Date

[Signature]  
Signature

Richard Andrea, President  
Print Name and Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION  
PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
NAME OF PRIME RESPONDENT/BIDDER: Andrea Construction, Inc. \_\_\_\_\_  
CONTACT PERSON: Richard Andrea \_\_\_\_\_  
SOLICITATION OPENING/SUBMITTAL DATE: June 16, 2022 \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: 2021-005062 \_\_\_\_\_  
ADDRESS: 12334 77th Place N., West Palm Beach, Florida 33412 \_\_\_\_\_  
PHONE NO.: 561-358-4797 \_\_\_\_\_ E-MAIL: andreaconst@aol.com \_\_\_\_\_  
DEPARTMENT: Capital Improvements \_\_\_\_\_

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Andrea Construction, Inc. 12334 77th Place n., West Palm Beach, Florida 33412 561-358-4797	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	177,670.00	_____
2. Protect Video, Inc. 3483 High Ridge Road, Boynton Beach, Fl. 33426 561-622 5880	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	34,380.00	_____
3. Southern Awning, Inc. 313 S. H Street, Lake Worth, Florida 33460 561-586-0464	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	115,566.00	_____
4. Sunshine Services, Inc. 8371 McCallister Way, West Palm Beach, Florida 33411 561-791-4482	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	27,998.00	_____
5. Kajak Plumbing & Backflow 15135 77th Trail N., Palm Beach Gardens, Fl. 33418 651-662-0614	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	15,650.00	_____
(Please use additional sheets if necessary)							371,264.00	_____
Total							_____	_____
Total Bid Price \$ 371,264.00							Total SBE - M/WBE Participation 240,048.00	

I hereby certify that the above information is accurate to the best of my knowledge:  Richard Andrea  
Signature Title President

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-005062  
SOLICITATION/PROJECT NAME: PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

Prime Contractor: Andrea Construction, Inc. Subcontractor: Andrea Construction, Inc.

(Check box(s) that apply)  
☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): May 9, 2022

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

Column 1 Column 2 Column 3  
☒ Male ☐ Female ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Supplier  
☐ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply all general contractor scope of work				177,670.00

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: \$177,670.00

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

n/a Price or Percentage: 0  
Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.  
Print Name of Prime  
By: [Signature]  
Authorized Signature  
Richard Andrea  
Print Name  
President  
Title  
Date: June 15, 2022

Andrea Construction, Inc.  
Print Name of Subcontractor/subconsultant  
By: [Signature]  
Authorized Signature  
Richard Andrea  
Print Name  
President  
Title  
Date: June 15, 2022

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-005062  
SOLICITATION/PROJECT NAME: PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

Prime Contractor: Andrea Construction, Inc. Subcontractor: Protect Video, Inc.

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

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

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

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

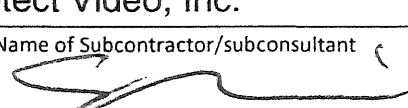
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply all electrical work				34,380.00

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: \$34,380.00

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

n/a	Price or Percentage: 0
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	

Andrea Construction, Inc.  
Print Name of Prime  
By:   
Authorized Signature  
Richard Andrea  
Print Name  
President  
Title  
Date: June 15, 2022

Protect Video, Inc.  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
Shad DiMaria  
Print Name  
President  
Title  
Date: June 15, 2022

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 2021-005062  
 SOLICITATION/PROJECT NAME: PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

Prime Contractor: Andrea Construction, Inc. Subcontractor: Southern Awning, Inc.

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply and install all canopies				115,566.00

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: \$115,566.00

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

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

Price or Percentage: 0

**Andrea Construction, Inc.**  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
Richard Andrea  
 Print Name  
President  
 Title  
 Date: June 15, 2022

**Southern Awning, Inc.**  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
Mitchell Lewis  
 Print Name  
President  
 Title  
 Date: June 15, 2022

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-005062  
SOLICITATION/PROJECT NAME: PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

Prime Contractor: Andrea Construction, Inc. Subcontractor: Sunshine Services, Inc.

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

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

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


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

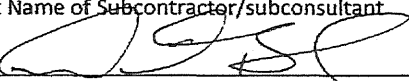
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply and install all milling, subbase & asphalt work				27,998.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$27,998.00

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

n/a	Price or Percentage: 0
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	

Andrea Construction, Inc.  
Print Name of Prime  
By:   
Authorized Signature  
Richard Andrea  
Print Name  
President  
Title  
Date: June 15, 2022

Sunshine Services, Inc.  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
David Beale  
Print Name  
V.P.  
Title  
Date: June 15, 2022



OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-005062  
SOLICITATION/PROJECT NAME: PBSO K-9 - Parking Lot Surface, Canopies and Restroom Renovation

Prime Contractor: Andrea Construction, Inc. Subcontractor: Kajak Plumbing & Backflow Service

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

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

Column 1 Column 2 Column 3  
☒ Male ☐ Female ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Supplier  
☐ Hispanic American ☐ Native American

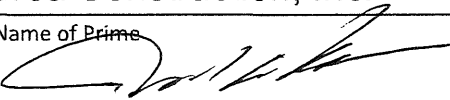
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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

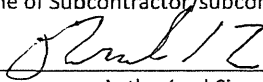
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Supply all plumbing work				15,650.00

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: \$15,650.00

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

n/a Price or Percentage: 0  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Andrea Construction, Inc.  
Print Name of Prime  
By:   
Authorized Signature  
Richard Andrea  
Print Name  
President  
Title  
Date: June 15, 2022

Kajak Plumbing & Backflow Service  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
Bobby Kajak  
Print Name  
Owner  
Title  
Date: June 15, 2022

**ATTACHMENT "A"**  
**(for Minor Construction - MultiTrade)**

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

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☒ **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.

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

PROJECT NUMBER: 2021-005062

PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov.

DATE: June 2, 2022

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

(hereinafter called "Principal"), and  
United States Fire Insurance Company (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid (5%) Dollars, (\$ 5%), **(which sum**

**is at least 5% of the bid price)**, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov., Project Number 2021-005062**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 2021-005062

PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov.

DATE: June 2, 2022

IN WITNESS WHEREOF, the said Andrea Construction, Inc.  
as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_  
\_\_\_\_\_, and attested by its \_\_\_\_\_ under  
the corporate seal, and the said United States Fire Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
\_\_\_\_\_, and attested by its corporate Seal, this 2nd day of June, A.D., 20 22.

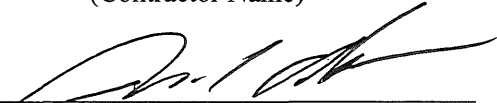
ATTEST: (SEAL)



Megan Gilh  
Print Name

TITLE: Witness

Andrea Construction, Inc.  
(Contractor Name)

By:   
(Signature)

Print Name and Title: Richard Andree, President


ATTEST: (SEAL)



Rita Lazarides  
Print Name

TITLE: Witness

United States Fire Insurance Company  
(Surety Name)

By:   
(Signature)

Print Name and Title: Brett Rosenhaus, Attorney-in-Fact  
& Florida Licensed Agent

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

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

0272522

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, 2023.

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:

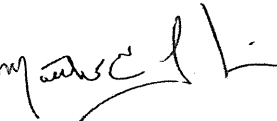
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (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 28<sup>th</sup> day of September, 2021.

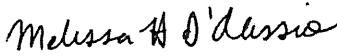
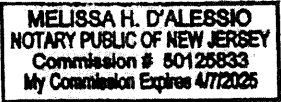
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



\_\_\_\_\_  
Melissa H. D'Alessio (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 2nd day of June 20 22

UNITED STATES FIRE INSURANCE COMPANY



\_\_\_\_\_  
Alfred N. Wright, Senior Vice President

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

---

PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renovation

PROJECT NUMBER: 2021-005062

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 05/24/2022

**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.

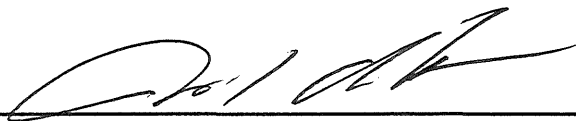
This Addendum consists of one (1) page and one (1) attachment.

**CHANGE TO IFQ/B**

1. **EXHIBIT 1**, delete in its entirety and replace with the revised 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

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

---

PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renovation

PROJECT NUMBER: 2021-005062

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: 06/01/2022

**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.

**CHANGE TO BID/QUOTATION FORM:**

1. Change bid due date from "June 2, 2022 by 2:00 PM" to read "June 16, 2022 by 2:00 PM"

**IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), 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

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

---

PROJECT NAME: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renovation

PROJECT NUMBER: 2021-005062

---

**ADDENDUM NUMBER: THREE**

DATE OF ISSUANCE: 06/03/2022

**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**

Add attachment, Exhibit "3"

**IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), 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



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

Contact: Clark Woods, Capital Improvements Division

Phone: (561) 233-2054

Project Title: PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov.

Project #: 2021-005062

Project Location: 7950 Forest Hill Blvd., West Palm Beach, 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 – General on for additional requirements.
- c. Work to be completed during the hours of 7:30 am to 5:00 pm, Monday through Friday. Special accommodations for additional hours will be determined with the Project Manager. All work will be conducted around the PBSO schedule. The general contractor and subcontractor shall be responsible for coordination of their work with the Project Manager, other crafts and contractors working on the same job, and with the Project Manager.
- 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 ninety (90) days from permit issuance. Permit application, if required, is the responsibility of the Contractor and is to be submitted 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 \$80 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**

The intent of this project is to install and repair three (3) canopies, asphalt parking area, and restrooms renovations as specified in Exhibit "1" and "2" attached.

### **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 at the time of the original door installation 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. Work can be performed during normal operating hours, but coordinated around event schedules and may not interfere with any scheduled events. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

### **7. PREPARATION**

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

## **8. EXAMINATION**

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

## **9. INSTALLATION**

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

## **10. WARRANTY**

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

## **11. CLEAN UP**

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

## **12. SECURITY**

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

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

If Contractor's employees or subcontractors' employees are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274, those employees shall undergo a criminal history record check in order to be granted access pursuant to the latest version of Chapter 2, Article IX of the Palm Beach County Code. In addition, for access to a Palm Beach County Sheriff's Office facility, an additional criminal history records check will be required.

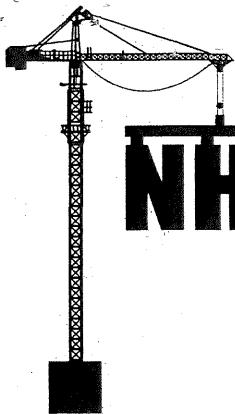
Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be

charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDEL/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

All contractor and sub-contractor employees will be required to attend a three (3) hour "Working among the Inmates" class given by PBSO Corrections personnel prior to working in the inmate housing area.

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.



**NHC**

**NIELSON, ROSENHAUS & ASSOCIATES**  
A NIELSON HOOVER GROUP COMPANY

**ACRISURE**  
AGENCY PARTNER

July 19, 2022

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

RE: Palm Beach County, as Obligee  
PBSO K-9 – parking lot surface, canopies, and restroom renovations #2021-005062, as Project  
Bond No. 6091010811

Dear Ladies and Gentlemen:

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

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

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

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

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus  
Attorney-in-Fact  
Florida Licensed Agent

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER        6091010811

BOND AMOUNT        \$371,264.00

CONTRACT AMOUNT        \$371,264.00

CONTRACTOR'S NAME:        Andrea Construction, Inc.

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

CONTRACTOR'S PHONE:        (561) 795-1136

SURETY COMPANY:        United States Fire Insurance Company

SURETY'S ADDRESS:        305 Madison Avenue

Morristown, NJ 07962

SURETY'S PHONE:        (973) 490-6600

OWNER'S NAME:        PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS:        2633 Vista Parkway  
West Palm Beach, FL 33411-5604

OWNER'S PHONE:        (561) 233-0261

PROJECT NAME:        PBSO K-9 – parking lot surface, canopies, and restroom renovations

PROJECT NUMBER:        2021-005062

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

DESCRIPTION OF WORK:        Install and repair three canopies, asphalt area, and restroom renovations.

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

7950 Forest Hill Blvd., West Palm Beach

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

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

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

Dollars \$371,264.00

Three hundred seventy-one thousand two 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: PBSO K-9 – parking lot surface, canopies, and restroom renovations  
Project No.: 2021-005062  
Project Description: Install and repair three canopies, asphalt area, and restroom renovations  
Project Location: 7950 Forest Hill Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Song & Associates, Inc.  
LOCATION OF FIRM: 1545 Centrepark Drive No., West Palm Beach 33401  
PHONE: 561-655-2423

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

THE CONDITION OF THIS BOND is that if Principal:

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

Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

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

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

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated \_\_\_\_\_, 20\_\_.

Sue Hallerman  
Witness Lisa Hallerman

Rita Lazarides  
Witness Rita Lazarides

Andrea Construction, Inc.

Principal

(Seal)

(Print Name and Title)

Richard Andrea  
President

United States Fire Insurance Company

Surety

(Seal)

(Print Name and Title)

Brett Rosenhaus  
Attorney-in-Fact  
& FL Licensed Agent

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

**FIRST PAGE MUST BE COMPLETED**

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

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**



FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (PBSO K-9 – parking lot surface, canopies, and restroom renovations; #2021-005062) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED (Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

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

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

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

By: (Surety Signature) Brett Rosenhaus (Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

0272522

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, 2023.

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:

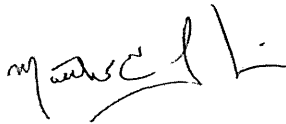
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers 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 28<sup>th</sup> day of September, 2021.

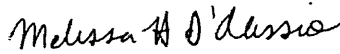
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28<sup>th</sup> day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

(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 22

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President





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	3283353E0259g	5/2/2022	5/2/2023	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	3296479E0259C	5/2/2022	5/2/2023	Auto Liability		
		A g , XIV	Colony Insurance Company	600GL003311202	1/14/2022	1/14/2023	General Liability		
		A+ , X	Bridgefield Employers Insurance Company	83035065	9/15/2021	9/15/2022	Workers Comp		

Risk Profile : Standard - Construction Services  
Required Additional Insured : Palm Beach County Board of County Commissioners  
Ownership Entity :

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

PRE-BID MANDATORY

ANNUAL/TRADE: MINOR

PRE-BID DATE: 5/11/2022

PM: Clark Woods, FSPM

API: PRICE PREFERENCE

BID OPENING DATE: 6/16/2022

PROJECT NAME	PBSO K-9-Parking Lot Surface, Canopies, and Restroom Renov.		Project #:	2021-005062			
FIRM NAME	Andrea Construction, Inc.	Waypoint Contracting Inc					
PRIME LOCATION	LOCAL	NON-LOCAL					
PRIME SBE STATUS	SBE	Non-SBE					
BID	\$371,264.00	\$420,685.00					
BID BOND	Yes	Yes					
ADDENDUM 1 ACKNOWLEDGED	✓	✓					
ADDENDUM 2 ACKNOWLEDGED	✓	✓					
ADDENDUM 3 ACKNOWLEDGED	✓	✓					
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory					
SBE PARTICIPATION	64.66%	9.28%					
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory					
NOTES:	SBE target is 25% mandatory						

COMMENTS:

Bid Documents Opened By (Print Name): PHYLLIS LANCASTER

Bid Documents Recorded By (Print Name): DONNA LYNCH

Licenses are current and in compliance with Palm Beach County requirements for the recommended contractor and all sub-contractors listed

The recommended contractor's insurance(s) is current and in compliance with Palm Beach County requirements. Recommended Firm is registered in VSS:

☒ Yes ☐ No

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

**RECOMMENDED FOR APPROVAL:**

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

Andrea Construction, Inc.

Charlene LaMattina  
Printed Name / Signature

6.17.2022  
Date

MICHAEL TUBOLO  
Printed Name / Signature

6/22/22  
Date

ATTACHMENT # 4

### **Dollar Commitments, Renewals, and Expirations**

ATTACHMENT # 5