Agenda Item #: 3H-4

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: June 6, 2023 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-004 (Work Order) to the annual electrical contract (R2019-1756) with Protect Video, Inc. (Contractor) in the amount of \$230,162 for the North County Aquatic Center - Pool Heat Pump Replacement project for a period of 180 calendar days from notice to proceed.

Summary: The existing geothermal heat pump/chilling units are failing and are in need of replacement to better accommodate the needs of the aquatic center. This project includes, but is not limited to, the removal and replacement of the existing six (6) geothermal heat pump/chilling units with twelve (12) heat pump/chilling units, together with the accompanying electrical and plumbing work necessary to facilitate the additional heat pump/chilling units. The new geothermal heat pump/chilling units will benefit all users of the aquatic center especially the large swim programs that rely heavily on a targeted water temperature year-round. 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 180 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This Work Order was solicited pursuant to the annual electrical contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual electrical contract was presented to the Goal Setting Committee on June 5, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an SBE contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. The SBE participation on this Work Order is 100%. The cumulative SBE participation on the annual electrical contract is 87.02%. The Contractor is a local SBE certified business. Funding for this project is from the Park Improvement Fund. (Capital Improvements Division) District 1 (MWJ)

**Background & Justification**: This project was openly, competitively advertised and procured. Bids for this project were opened on March 16, 2023 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received.

## **Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-004
- 4. Bid Summary
- 5. Annual Contract Electrical #19563 Control Sheet

Recommended by:

Department Director

Date

Approved by:

County Administrator

Date

#### II. FISCAL IMPACT ANALYSIS

# Five Year Summary of Fiscal Impact: A. Fiscal Years 2023 2024 2025 2026 2027 Capital Expenditures \$260,079 **Operating Costs External Revenues** Program Income (County) In-Kind Match (County NET FISCAL IMPACT \$260,079 # ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget: Yes No Does this item include use of federal funds? Yes **Budget Account Nos:** Dept <u>581</u> **Unit P887 Object** 4611 \$111,244.80 Fund 3600 Dept <u>581</u> Unit P901 **Object** 4611 \$148,833.40 Fund 3600 CONSTRUCTION \$230,162.00 \$ 6,900.00 STAFF COSTS CONTINGENCY \$ 23,016.20 TOTAL \$260,078.20 B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding for this project is from the Park Improvement Fund. C. Departmental Fiscal Review: \_\_\_\_\_ III. REVIEW COMMENTS **OFMB Fiscal and/or Contract Development Comments:** A. Contract Development and Control Legal Sufficiency: B. M. Jones C. Other Department Review:

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

Department Director

# **ATTACHMENT # 1**

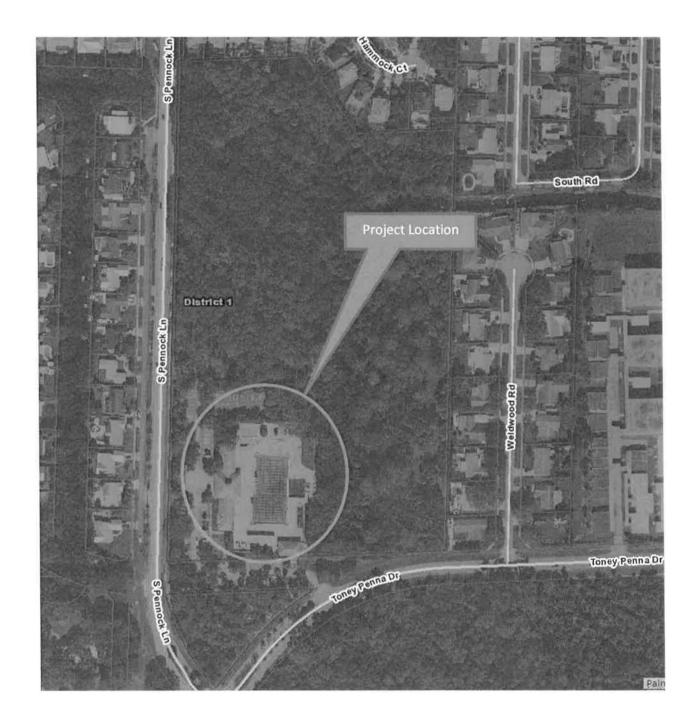
# **LOCATION MAP**

2021-051328

Project No: Project Name:

North County Aquatic Center - Pool Heat Pump Replacement 861 Toney Penna Drive, Jupiter, Florida 33458

Location:



# BUDGET AVAILABILITY STATEMENT

PHONE: 561-233-0266

PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager

REQUEST DATE: 4/4/23

PROJECT TITLE: North County Aqua (Same as CIP or IS		at pump replacement
ORIGINAL CONTRACT AMOUNT:		IST PLANNING NO.:
		BCC RESOLUTION#:
REQUESTED AMOUNT: \$230,162.00	)	DATE:
eFDO # / PROJECT NUMBER: 2021-	051328	
W.O. NUMBER:		
CSA or CHANGE ORDER NUMBER	;	
SERVICE LOCATION: 861 Toney Pe	nna Dr., Jupiter	
BUILDING NUMBER: 700		
CONSULTANT/CONTRACTOR: Pro	etect Video, Inc.	(electrical)
PROVIDE A BRIEF STATEMENT OF	F THE SCOPE OF S	ERVICES TO BE PROVIDED BY THE
		labor, supervision, permits and supplies necessary and
reasonably incidental to properly remov	e and replace existing	ng pool heaters.
CONSTRUCTION	\$230,162.00	
PROFESSIONAL SERVICES	\$ N/A	
STAFF COSTS*	\$ 6,900.00	
EQUIP. / SUPPLIES CONTINGENCY	\$ N/A \$ 23.016.20	
TOTAL	\$260,078.20	
by FD&O. Unless there is a change in the costs of \$250,000 or greater, staff charges	scope of work, no addi will be billed as actual	charges and your account will be charged upon receipt of this BAS itional staff charges will be billed. If this BAS is for construction and reconciled at the end of the project. If the project reasures it actual hours worked upon project completion.
BUDGET ACCOUNT NUMBER(S)	Specify distribution	if more than one and order in which (unds are to be used):
FUND: 3600 DEPT:	581 UN	VIT: 1887 OBJ: 4611 - 111 044.80 - include NT: (check and provide detail for all that apply) Staff Costs
Ad Valorem (Amount \$ 260,078.	20 )	☐ Infrastructure Sales Tax (Amount \$)
☐ State (source/type: Amou	int \$) i	Federal (source/type: (Amount \$
☐ Grant (source/type:Amou	int\$ )	Impact Fees: (Amount \$
☐ Other (source/type: Amou	int \$)	
DEPARTMENT: Parks and Rec	reation	
BAS APPROVED BY	unil &	Cerilly DATE 4/11/2023
ENCUMBRANCE NUMBER:	0	
ENCUMBRANCE NUMBER:		

Page 1000

FRP401 04/28/2023 Page 1 of 1

# PALM BEACH COUNTY, FLORIDA EXPENDITURE STATEMENT OF ACCOUNTS FISCAL YEAR: 2023

FUND DEPT			APPROVED BUDGET	CURRENT BUDGET	ACCRUED EXPENDED	CASH EXPENDED	PRE ENCUMBERED	ENCUMBERED	UNCOMMITTED BALANCE
FUND: 360	0 Park Im	provemt Fund							
P887									
3600 581	4611	Rep/Renov-Parks+Recrea	167,900	140,744	0.00	0.00	0.00	29,500.00	111,244.00
3600 581	5111	Office Furniture And Equip	0	`4,021	0.00	0.00	0.00	4,020.20	0.80
3600 581	6401	Machinery & Equipment	436,400	63,278	43,640.00	19,638.00	0.00	0.00	0.00
3600 581	6502	Building Construction - Cir	0	23,135	0.00	11,848.00	0.00	11,287.00	0.00
P887 Aquat	ic Facilitie	s & Beach Repair & Renovat	iot 604,300	231,178	43,640.00	31,486.00	0.00	44,807.20	111,244.80
P901		•							
3600 581	4610	Repair/Maint-Buildings	0	21,501	0.00	21,500.40	0.00	0.00	0.60
3600 581	4611	Rep/Renov-Parks+Recrea	595,244	460,809	0.00	23,590.00	36,956.50	0.00	400,262.50
3600 581	4946	Advertising Including Lega	0	572	0.00	572.00	0.00	0.00	0.00
3600 581	5111	Office Furniture And Equip	1	1	0.00	0.00	0.00	0.00	1.00
3600 581	6401	Machinery & Equipment	50,000	39,200	0.00	0.00	0.00	0.00	39,200.00
3600 581	6502	Building Construction - Cir	0	59,175	0.00	0.00	0.00	59,175.00	0.00
3600 581	6505	Design/Eng/Mgmt- Cip Adı	10,995	4,399	0.00	1.099.44	0.00	3,298.32	1.24
P901 Aquat	ic Facilitie	es & Beach Repair & Renovat		585,657	0.00	46,761.84	36,956.50	62,473.32	439,465.34
	FUND:	3600	1,260,540	816,835	43,640.00	78,247.84	36,956.50	107,280.52	550,710.14
	Grand 1	Totals	1,260,540	816,835	43,640.00	78,247.84	36,956.50	107,280.52	550,710.14



Project Name: North County Aquatic Center – pool heat pump replacement

Project No. 2021-051328

# WORK ORDER 23-004 TO ANNUAL CONTRACT R2019-1756 FOR ELECTRICAL

# PROJECT NAME: NORTH COUNTY AQUATIC CENTER – POOL HEAT PUMP REPLACEMENT PROJECT NO. 2021-051328

THIS WORK ORDER is made as of	by and between
Palm Beach County, a political subdivision of	of the State of Florida, by and through its Board of
County Commissioners, hereinafter referred	to as "Owner", and Protect Video, Inc., a Florida
corporation, authorized to do business in the	State of Florida, whose Federal ID# is 03-0435815
hereinafter referred to as "Contractor".	

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 11/19/19 (R2019-1756) ("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 Electrical between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$230,162 for the construction costs of properly removing and replacing existing pool heaters 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 **180** calendar days of notice to proceed. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- **4. APIs.** The APIs applicable to this Contract are attached hereto.
- **5. EBO Participation to Date.** To date Contractor has achieved 87.02% SBE subcontracting participation on this Contract. Contractor will provide 100% on this Work Order.
- **6.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2

Project Name: North County Aquatic Center – pool heat pump replacement

Project No. 2021-051328

APIs
Bid Bond/Security
Project Requirements
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

Project Name: North County Aquatic Center – pool heat pump replacement Project No. 2021-051328

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: North County Aquatic Center – pool heat pump replacement

Project No. 2021-051328

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: Gregg K. Weiss, Mayor		

APPROVED AS TO LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Director - FD&O

Project Name: North County Aquatic Center – pool heat pump replacement

Project No. 2021-051328

WITNESS: FOR CONTRACTOR

**SIGNATURE** 

Signature

Signature

Monica Albelo

Name (type or print)

Shad DiMaria

Name (type or print)

CONTRACTOR: Protect Video, Inc.

President

Title

(Corporate Seal)

#### **BID FORM**

PROJECT NUMBER:

2021-051328

PROJECT NAME:

North County Aquatic Center - Pool Heat Pump Replacement

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	\$230,162.00
Written amount_Two Hundred Thirty Thousand On	e Hundred Sixty-Two Dollars & Zero Cents
2. Bidder commits to achieving the APIs applicable A and as submitted on its EBO Schedules 1 and 2	· ·
3. Is the Bidder a Palm Beach County certified S/I	M/WBE? Yes X No

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

Form Rev. 10/18/21 Bid Form - NonFederal

- 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	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:

3/10/2023

Date

Signature

Shad DiMaria - President

Print Name and Title

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

Form Rev. 10/18/21 Bid Form - NonFederal

# **Donna Lynch**

Cc:

From: Donna Lynch

**Sent:** Monday, March 27, 2023 12:01 PM

To: 'Grid-One Electrical Construction, Inc. - Chris'; 'Grid-One Electrical Construction, Inc. -

Deanna Young'; 'Protect Video, Inc.' Brian Mcnamara; Phyllis Lancaster

Subject: 2021-051328 North County Aquatic Center - Pool Heat Pump Replacement

Attachments: 2021-051328 Bid Quotation Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on March 16, 2023.

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

Should you have any questions, please let us know.

## Thanks,



Donna Lynch
Capital Improvements Division (CID)

2633 Vista Parkway, West Palm Beach, FL 33411

(561) 233-0292 DLynch@pbcgov.org

#### BOND#BB244023

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

PROJECT NUMBER:

2021-051328

PROJECT NAME:

North County Aquatic Center - Pool Heat Pump Replacement

DATE:

3/16/2023

#### **BID BOND**

#### STATE OF FLORIDA

#### COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we,	PROTECT VIDE	EO INC	
	_(hereinafter called		and
UNITED STATES FIRE INSURANCE COMPANY	_(hereinafter called	"Surety") ar	e held and firmly
bound unto Palm Beach County, a Political Subdivision			
County Commissioners, (hereinafter called "County") in	the sum of FIVE P	ERCENT O	F AMOUNT BID
Dollars,(\$	5% of Amount Bid		_), (which sum
is at least 5% of the bid price), lawful money of the U	nited States of Amer	ica, for the p	payment of which
sum will and truly to be made, we bind ourselves, our hei	rs, executors, adminis	strators and s	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: North County Aquatic Center - Pool Heat Pump Replacement, Project Number 2021-051328, 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 NAME:	North County Aquatic Cer	nter - Pool Heat Pump Replacement	
DATE:	3/16/2023		
IN WITNESS	WHEREOF, the said PROTI	ECT VIDEO INC igned in its name, by its PRESIDENT	
	, and attested by its	igned in its name, by its PRESIDENT	under
the corporate seal, and	the said UNITED STATES FIF	RE INSURANCE COMPANY as	"Surety"
herein, has caused thes	se presents to be signed in its nar	me, by itsATTORNEY-IN-FACT	
, and attested l	by its corporate Seal, this 16th	day of <u>MARCH</u> , A.D., 20 <u>23</u>	•
ATTEST:			(SEAL)
ATTEST.	15		(SEAL)
		PROTECT VIDEO INC	
(Signature)	4	(Contractor Firm Name)	
MONICA DL	Dales		
Print Name	'selo	By:	
T TITLE T VALID		(Signature)	
Caci			_
TITLE: CEO		SHADRACH DIMARIA, PRESIDEN	I
		Print Name and Title:	
ATTEST:			(SEAL)
Mara	s Hall	UNITED STATES FIRE INSURANC	E COMPANY
(Signature)	J. Naco	(Surety Name)	
` 5		(Safety Halle)	2 x
MARGARET HALL		Al Total	oth.
Print Name		By: (Signature)	<u> </u>
TITLE: PRODUCING	G AGENT	GLADYS KEITH, ATTORNEY-IN-FA	ACT
		Print Name and Title:	

PROJECT NUMBER: 2021-051328

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

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

0244023

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:

#### Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter

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, 2024.

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 28th day of September, 2021.



Matthew E. Lubin, President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey }
County of Morris }

On this 28th 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

Melissa # O'dassio

(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 /6 day of March 2023

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

#### **ATTACHMENT "A"**

(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing)

# AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by \(\bar{\Delta}\). Fillable pdfs of all EBO forms can be found on the OEBO website at <a href="http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx">http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</a>. 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 Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

Form Rev. 10/18/21 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing

# **OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: North Coun	ty Aquatic Cen	ter - Po	ol Heat I	Pump Rep	placement	SOLICITA	ATION/PROJEC	T/BID NO.: 20	21-051328	
SOLICITATION OPENING/SUBMITTAL DATE: 3/16/2023			_	COUNTY DEPAR	TMENT:					
Section A PLEASE LIST THE DOLLAR AN	OUNT OR PERCE	NTAGE C	F WORK T	O BE COM	PLETED BY THE	PRIME CON	TRACTOR/COM	ISULTANT* ON	THE PROJECT	:
NAME OF PRIME RESPONDENT/BIDDER: Prote	ct Video, In	C.			ADDR	ess: 3483	High Ridg	e Rd Boynt	on Beach,	FL 33426
CONTACT PERSON: Shad DiMaria				PHONE	No.: 561-62	2-5880	E-MAI	L: shad@pro	tectvideo.	com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF W	ORK: 100%				Non-SBE	MBE	WBE S	BE		
*SMWBE Primes must include their percentage or dollar	amount in the Tota	l Participa	ation line un	nder section	В.	X		X		
Section B PLEASE LIST THE DOLLAR AN	10UNT OR PERCE	NTAGE C	)F WORK T	О ВЕ СОМІ	PLETED BY <u>ALL S</u>	UBCONTRA	CTORS/SUBCO	ONSULTANTS OF	N THE PROJEC	T BELOW:
Sub-reduced Sub-reduced No.	(Check all		le Categorie	s)	į	OOLLAR A	MOUNT OR	PERCENTAG	E OF WORK	
Subcontractor/Sub consultant Name <u>DIRECTION</u> : List Firm Name, Address, & Provide PBC  Vendor ID#. (https://www.pbcgov.org/pbcvendors)		MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
Protect Video, Inc. 1. 3483 High Ridge Rd Boynton Beach, FL 33426		Х		х		100%				
2.				į.						
3.			-							
4.		- All								
5.										
(Please use additional sheets if necessary)				<b>-</b> 1		100%				
Total Bid/Offer Price \$ 230,162.00				Total			<del></del>		-	-
I hereby certify that the above information is accurate to the	best of my knowledge	e:			Total	Certified S/M	WBE Participatio	n\$	Presiden	t
					Name & Authorized	Signature				tle
Note: 1. The amount listed on this form for a Su 2. Only those firms certified by Palm Bea check the applicable box and list the d	ch County at the tim	e of solici	tation openi	ing or due da	ate are eligible to n	neet the estal	: S			

3. Modification of this form is not permitted and will be rejected upon submittal.

# **OEBO LETTER OF INTENT – SCHEDULE 2**

any tier) both pa Subconti the bid/p		contain bold ument. All	ed language i Subcontracto	ndicating that by s rs/subconsultants,	igning the Schedule 2, including any tiered
SOLICITA	TION/PROJECT NUMBER: 2021-051328				
SOLICITA	TION/PROJECT NAME: North County Aquatic	Center - F	ool Heat F	Pump Replace	ment
Prime Co	ontractor: Protect Video, Inc.	Subco	ntractor:		
(Check b	ox(s) that apply) □WBE ☑MBE □M/WBE □Non-S/M/WBE D	ate of Palm B	each County Ce	ertification (if applica	nble): 10/6/2022
The unde	ersigned affirms they are the following (select one from <u>Column 2</u>	each column	if applicable):		Column 3
<b>⊠</b> Male I	□ Female □ African-American/Black □ Mispanic American □	Asian Americ Native Ameri		sian American	■ Supplier
properly o	E PARTICIPATION — S/M/WBE Primes must document all wor executed Schedule 2 for any <u>S/M/WBE</u> participation may result formed or items supplied with the dollar amount and/or percults ES/M/WBE is certified. A detailed proposal may be attached to	ılt in that partio entage for each	cipation not bein work item. S/I	ng counted. Specify in M/WBE credit will onli	detail, the scope of work
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Replace pool heaters and related electrical per scope	\$230,162.00	1		\$230,162.00
-					
	rsigned Subcontractor/subconsultant is prepared to self-perfo	orm the above-	described work	n conjunction with th	e aforementioned project
	ersigned intends to subcontract any portion of this work to a elow accompanied by a separate properly executed Schedul		ntractor/subco	nsultant, please list th	e business name and the
N	ame of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant				
	Donto at Vide a line				
	Protect Video, Inc. Print Name of Prime	Print N	lama of Subcont	ractor/subconsultant	
	51 /27 -	rince	arrie or Subcom	ractor/subconsultant	
	By:Authorized Signature	Ву:		ithorized Signature	
	Shad DiMaria	-			
	Print Name	Print I	Name		
	President	ege , I			
	Title	Title			

Date: \_

Date: 3/10/2023

# CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - Electrical

Contact:

Brian McNamara, Facilities Systems Project Manager,

Phone:

(561)233-0266

Project Title:

North County Aquatic Center - Pool Heat Pump Replacement

Project #:

2021-051328

Project Location:

861 Toney Penna Drive, Jupiter, FL

## 1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract Electrical for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) calendar days from notice to proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

# 2. SCOPE OF WORK

To furnish all equipment, tools, machinery, materials, supplies, labor, supervision, and permits necessary to properly remove and replace the existing pool heaters per the project requirements provided below:

a. Install new pool heaters per the engineered drawings and specifications provided in Exhibit "1".

Page 1 of 3

## 3. PRODUCT INFORMATION

Design basis for all equipment specified in this contract is manufactured by Aqua Cal; substitutions require owners' prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

#### 4. 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.

# 5. EXISTING EQUIPMENT

Contractor shall be responsible for disposal of all old equipment following all local, state and federal guidelines.

# 6. MATERIALS

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. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used. Contractor is responsible for providing any required hangers, supports, tie-downs, etc. required to provide complete installation.

# 7. 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.

#### 8. 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.

## 9. PREPARATION

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

## **10.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.

## 11. INSTALLATION

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

# 12.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. Compressors shall have a five (5) year warranty.

# 13.CLEAN UP

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

Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

# 14. 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
[X] No Background Check

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/4/23 PHONE: 561-233-0266

PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager	
PROJECT TITLE: North County Aquatic Center – pool heat pump replacement (Same as CIP or IST, if applicable)	nt_
ORIGINAL CONTRACT AMOUNT:	IST PLANNING NO.: CC RESOLUTION#:
REQUESTED AMOUNT: \$230,162.00	DATE:
eFDO # / PROJECT NUMBER: 2021-051328	
W.O. NUMBER:	
CSA or CHANGE ORDER NUMBER;	
SERVICE LOCATION: 861 Toney Penna Dr., Jupiter	
BUILDING NUMBER: 700	
CONSULTANT/CONTRACTOR: Protect Video, Inc. (electric	ical)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, reasonably incidental to properly remove and replace existing pool heaters.	A CONTRACTOR CONTRACTO
CONSTRUCTION \$230,162.00	
PROFESSIONAL SERVICES \$ N/A	
STAFF COSTS* \$ 6,900.00 EOUIP. / SUPPLIES \$ N/A	
EQUIP. / SUPPLIES \$ N/A CONTINGENCY \$ 23.016.20	
TOTAL \$260,078.20	
***************************************	
* By signing this BAS your department agrees to these CID staff charges and your access by FD&O. Unless there is a change in the scope of work, no additional staff charges we costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the Facilities Management or ESS staff your department will be billed actual hours worked	will be billed. If this BAS is for construction e end of the project. If the project reasures
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one of	and order in which (unds are to be used):
FUND: 3600 DEPT: 581 UNIT: 1887  3600  IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and pro-	OBJ: 4611 - 111 044.833.40 - include ovide detail for <u>all</u> that apply)
□ Ad Valorem (Amount \$ 260,078.20	les Tax (Amount \$ ) BC
☐ State (source/type: Amount \$ )	ype: (Amount \$
☐ Grant (source/type: Amount \$ ) ☐ Impact Fees: (An	nount \$
☐ Other (source/type: Amount \$)	
Dodg and Decreation	
DEPARTMENT: Parks and Recreation	
BAS APPROVED BY. Defunder & Cuilly	DATE 4/11/2023
ENCUMBRANCE NUMBER:	

FRP401 04/28/2023 Page 1 of 1

# PALM BEACH COUNTY, FLORIDA EXPENDITURE STATEMENT OF ACCOUNTS FISCAL YEAR: 2023

FUND DEPT	OBJECT	OBJECT NAME	PPROVED BUDGET	CURRENT BUDGET	ACCRUED EXPENDED	CASH EXPENDED	PRE ENCUMBERED	ENCUMBERED	UNCOMMITTED BALANCE
FUND: 3600	Park Im	provemt Fund							
P887									
3600 581	4611	Rep/Renov-Parks+Recrea	167,900	140,744	0.00	0.00	0.00	29,500.00	111,244.00
3600 581	5111	Office Furniture And Equip	0	4,021	0.00	0.00	0.00	4,020.20	0.80
3600 581	6401	Machinery & Equipment	436,400	63,278	43,640.00	19,638.00	0.00	0.00	0.00
3600 581	6502	Building Construction - Cir	0	23,135	0.00	11,848.00	0.00	11,287.00	0.00
P887 Aquati	c Facilitie	s & Beach Repair & Renovati	or 604,300	231,178	43,640.00	31,486.00	0.00	44,807.20	111,244.80
P901		•		•					
3600 581	4610	Repair/Maint-Buildings	0	21,501	0.00	21,500.40	0.00	0.00	0.60
3600 581	4611	Rep/Renov-Parks+Recrea	595,244	460,809	0.00	23,590.00	36,956.50	0.00	400,262.50
3600 581	4946	Advertising Including Lega	0	572	0.00	572.00	0.00	0.00	0.00
3600 581	5111	Office Furniture And Equip	1	1	0.00	0.00	0.00	0.00	1.00
3600 581	6401	Machinery & Equipment	50,000	39,200	0.00	0.00	0.00	0.00	39,200.00
3600 581	6502	Building Construction - Cir	0	59,175	0.00	0.00	0.00	59,175.00	0.00
3600 581	6505	Design/Eng/Mgmt- Cip Adı	10,995	4,399	0.00	1,099.44	0.00	3,298.32	1.24
P901 Aquati	c Facilitie	s & Beach Repair & Renovati	or 656,240	585,657	0.00	46,761.84	36,956.50	62,473.32	439,465.34
	FUND:	3600	1,260,540	816,835	43,640.00	78,247.84	36,956.50	107,280.52	550,710.14
	Grand 7	otals	1,260,540	816,835	43,640.00	78,247.84	36,956.50	107,280.52	550,710.14



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Mitzy Taylor PHONE (A/C, No, Ext): (772) 426-9933
E-MAIL certificates@state FAX (A/C, No): (772) 426-9943 State Insurance Agency Inc. 1010 SW Martin Downs Blvd certificates@stateinsuranceagent.com INSURER(S) AFFORDING COVERAGE NAIC # Palm City FL 34990 Auto-Owners 18988 INSURER A: INSURED INSURER B : Protect Video Inc. INSURER C: 3483 High Ridge Rd INSURER D: INSURER E : **BOYNTON BEACH** FL 33426-8739 INSURER F: CL22122715808 **CERTIFICATE NUMBER: COVERAGES REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TYPE OF INSURANCE INSD WYD POLICY NUMBER (MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre CLAIMS-MADE OCCUR \$ MED EXP (Any one person) PERSONAL & ADV INJURY GEN'LAGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT POLICY PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO s SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY 5366374200 01/01/2023 01/01/2024 BODILY INJURY (Per accide \$ PROPERTY DAMAGE (Per accident) \$ × UMBRELLA LIAB EACH OCCURRENCE OCCUR \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ RETENTION \$ DED WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County c/o Capital Improvements Division

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ACORD 25 (2016/03)

2633 Vista Parkway

West Palm Beach

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FL 33411

AUTHORIZED REPRESENTATIVE



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2022

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

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

PRODUCER	CONTACT David L. Laufer						
Strictly Commercial Insurance	PHONE (A/C, No, Ext): (561) 741-7150 FAX (A/C, No):						
5740 Forestwood Ct.	E-MAIL ADDRESS: strictlycomm@bellsouth.net						
Jupiter, Fi. 33458	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Century Surety Company						
INSURED	INSURER B: Technology Insurance Company, Inc.						
Protect Video, Inc. License No.: EC13006713	INSURER C:						
3483 High Ridge Road	INSURER D:						
Boynton Beach FL 33426	INSURER E:						
	INSURER F:						
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:						

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

ADDL SUBR TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY \$ 2,000,000 DAMAGE TO RENTED A CLAIMS-MADE X OCCUR s 100,000 X CCP1113089 01/01/2023 01/01/2024 MED EXP (Any one person) \$ 5,000 \$ 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: s 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY HIRED AUTOS ONLY BODILY INJURY (Per accident) \$ None PROPERTY DAMAGE \$ \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** None CLAIMS-MADE AGGREGATE DED RETENTION \$ DED | RETENTION S
WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) X PER STATUTE s 1,000,000 E.L. EACH ACCIDENT TWC4189773 01/01/2023 01/01/2024 NIA B E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Low & high voltage wiring installation

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The Additional Insured endorsement shall provide coverage on a primary basis.

PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5603 CANCELLATION

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

AUTHORIZED REPRESENTATIVE

100

<BML>

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ACORD 25 (2016/03)

CERTIFICATE HOLDER

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April 14, 2023

Palm Beach County, Florida 2633 Vista Parkway West Palm Beach, Florida 33411

RF:

PROTECT VIDEO INC

BOND#:

602-118207-9

PROJECT:

R2021-051328; W0#23-004

Dear Sirs:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

Sincerely,

UNITED STATES FIRE INSURANCE COMPANY

GLADYS KEITH

Attorney-in-Fact

7971 RIVIERA BLVD, SUITE 211 \*\* MIRAMAR, FLORIDA 33023
Phone: 954-589-1631 \*\* Fax: 954-589-0735 \*\* Toll Fax: 866-364-4998
E-mail: Gladys@fsbagencyinc.com

# PUBLIC CONSTRUCTION BOND

BOND NUMBER	602-	118207-9					
BOND AMOUNT	\$230	,162.00					
CONTRACT AMOUNT		\$230,162.00					
CONTRACTOR'S NAM	1E:	PROTECT VIDEO INC					
CONTRACTOR'S ADD	RESS:	3483 High Ridge Road, Boynton Beach, FL 33426					
CONTRACTOR'S PHO	NE:	561-622-5880					
SURETY COMPANY:		UNITED STATES FIRE INSURANCE COMPANY					
SURETY'S ADDRESS:		305 Madison Avenue, Morristown NJ 07960					
SURETY'S PHONE:		954-589-1631					
		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: 1	North Co	ounty Aquatic Center - pool heat pump replacement					
PROJECT NUMBER:	2021-05	<u>51328</u>					
CONTRACT NUMBER	t (to be p	provided after Contract award):					
DESCRIPTION OF WO	RK: _	To properly remove and replace the existing pool heaters.					
PROJECT ADDRESS, I	PCN, or	LEGAL DESCRIPTION:					
861 Toney Penn	a Dr., Ji	upiter					
N							
This Bond is issued in fa	avor of t	he County conditioned on the full and faithful performance of the					

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 \$230,162.00 Two hundred thirty thousand one hundred sixty-two 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: North County Aquatic Center – pool heat pump replacement

Project No.: 2021-051328

Project Description: To properly remove and replace the existing pool heaters

Project Location: 861 Toney Penna Dr., Jupiter

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD Consulting Engineers, Inc. LOCATION OF FIRM: 1450 Centrepark Blvd., #350, West Palm Beach, FL 33401 PHONE: 561-689-2303

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 properly removing and replacing the existing pool heaters, 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

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.

Witness

Vitness

Principal

(Seal)

SHADRACH DIMARIA, PRESIDENT

(Print Name and Title)

x margaret Half

Surety

GLADYS KEITH, ATTORNEY-IN-E

(Print Name and Title)

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: PROTECT VIDEO INC

and Surety

Name: UNITED STATES FIRE INSURANCE COMPANY

We the undersigned hereby guarantee that the (North County Aquatic Center – pool heat pump replacement; #2021-051328) Palm Beach County, Fiorida, 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

PROTECT VIDEO INC

(Contractor Name)

(Seal)

Bv:

(Contractor Signature)

SHADRACH DIMARIA, PRESIDENT

(Print Name and Title)

UNITED STATES FIRE INSURANCE COMPANY,

(Surety Name)

(Seal

Surety Signature

GLADYS KEITH, ATTORNEY-IN-FAC

(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Form Rev. 03/19/20

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

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:

#### Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter

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, 2024.

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 28th day of September, 2021. UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey } County of Morris }

On this 28th 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 OF NEW JERSEY Commission # 50125833 My Commission Explant 4/7/2025

Melissa H O'dassio

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.

TNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_ 20.2 10

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

# **ATTACHMENT #4**

MANDATORY PRE-BID DATE: 2/21/2023

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

ANNUAL/TRADE: Electrical

Sheltered Market w/3 SBEs on contract

PROJECT #: 2021-051328 PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager BID OPENING DATE: 3/16/2023 PROJECT NAME: North County Aquatic Center - Pool Heat Pump Replacement **Grid-One Electrical FIRM NAME** Protect Video, Inc. Construction, Inc. PRIME LOCATION LOCAL LOCAL PRIME SBE STATUS SBE SBE **BID BOND** Yes Yes BID \$230,162.00 \$260,000.00 SBE SCHEDULE 1 Satisfactory Satisfactory (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.) SBE PARTICIPATION 100% 100% SBE SCHEDULE 2 Satisfactory Satisfactory (Schedule 2 is required for SBE Prime and every subcontractor.) NOTES: COMMENTS: Bid Documents Opened By (Print Name): Rachel Richards Bid Documents Recorded By (Print Name): Donna Lynch The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed. YES The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor. YES The recommended firm is registered in VSS. 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: Protect Video, Inc. Charlene La Mattina, Project Manager Gigi Jones, Contract Manager

3.51.53

# ATTACHMENT #5

#### ANNUAL CONTRACT - ELECTRICAL #19563: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 11/19/2019)  ELECTRICAL CONTRACT Expires 11/18/24  Board Item - Increase Capacity (12/08/2020) (Amendment #1)  Board Item - Increase Capacity (10/04/2022) (Amendment #2)							\$6,000,000.00 \$1,000,000.00 \$2,000,000.00 \$3,000,000.00						
DARD INCREASES AGOVE THIS LIWE PROJECT INFORMATION					DOLL			ARS SBE PARTICIPATION					
PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #		SUPPLE MENT#	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.	
2021-051328	North County Aquatic Center - pool heat pump replacement	Protect	\$230,162.00	23-004			\$3,472,265.77	\$2,527,734.23	\$230,162.00	230,162.00	100.00%	100.00%	
		UNHIDE ROWS											
CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %									
\$2,527,734.23	2,763,755.87	1,390,297.12	79.60%	50.30%									
	ELECTRICAL CONSTRUCTION ANNUAL	FIRM	TOTAL WORK ORDERS		TOTAL SBE \$	CUMULATIVE SBE %	TOTAL M/WBE \$	CUMULATIVE M/WBE %					
1	Albert Electric, Inc R2019-1752		Albert	\$0.00	\$	- 1		-					
	All Florida Contracting Services, LLC R2022-069	All	\$88,900.00	\$		0.00%	-						
3	Clear Blue Energy Corp R2020-1351		Clear	\$0.00	\$	-		-					
4	4 Davco Electrical Contractors, Corp R2019-1753 5 EAU Gallie Electric, Inc R2022-0847		DAVCO	\$0.00	\$	-		-					
5			EAU	\$165,000.00	\$	-	0.00%						
6	Greenview Construction LLC - R2019-1754		Greenview	\$0.00	\$	-		-					
	7 Grid-One Electrical Construction, Inc R2019-1755 8 Imperial Electrical Inc R2020-0831		Grid-One	\$1,163,496.50	\$ 1	,149,646.50	98.81%	-	0.00%				
			Imperial	\$117,065.20	\$		0.00%						
9 Langer Electrical Company - R2020-0080		Langer	\$0.00	\$	-								
	10 M. Gay Constructors, Inc R2020-1350			\$0.00	\$	-		-					
	11 Mills Electric Service, Inc R2022-0848			\$0.00	\$	-							
	12 Protect Video, Inc R2019-1756			\$1,589,196.95			87.02%	1,313,291.25	94.97%				
	13 Sullivan Electric & Pump, Inc R2019-1757 14 Triton Electrical Company - R2021-0326			\$8,648.79	\$	8,648.79	100.00%	-	0.00%				
				\$222,571.33	-	222,551.33	99.99%	-	0.00%				
	Universal Electric of Florida, Inc. R2019-1758	Universal	\$0.00	\$	-		•						
	Zabatt Engine Services, Inc. dba Zabatt Power Sys 0694	Zabatt	\$117,387.00	\$	-	0.00%	77,005.87						
17	Gilmore Electric Company, Inc.		Gilmore	\$0.00	\$	-		-					
			TOTAL	3,472,265.77	2,7	63,755.87	79.60%	1,390,297.12	50.30%				