

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 22, 2023

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Order No. 23-005 to the annual flooring contract (R2021-0633) with Andrea Construction, Inc. (Contractor) in the amount of \$236,140 for the Main County Courthouse 4th Floor - Flooring Replacement project for a period of 180 calendar days from notice to proceed.

**Summary:** The project consists of the base and flooring replacement in three (3) areas on the 4th floor of the Main County Courthouse. Areas with existing tile or concrete are excluded from this scope of work. The flooring on the 4th floor of the Main County Courthouse has outlived its useful life and will be replaced with new carpet tiles, luxury vinyl tiles and vinyl wall base. Work Order 23-005 authorizes the construction services necessary to furnish all materials, labor, equipment, tools, supervision, permits and supplies necessary for the Main County Courthouse 4th Floor - Flooring Replacement project. This project was competitively advertised and new contractors were invited to bid 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 flooring contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual flooring contract was presented to the Goal Setting Committee on January 20, 2021. The Committee applied the following 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 a Small Business Enterprise (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. Since this project is greater than \$100,000, the price preference API was applied. SBE participation for this Work Order is 15.62%. Cumulative SBE participation on the annual flooring contract is 25.52%. The Contractor is a certified SBE firm and a Palm Beach County business. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 7 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on April 6, 2023 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received.

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-005
- 4. Bid Summary
- 5. Annual Contract - Flooring #2021-017320: Control Sheet

Recommended by:  7/18/23  
Department Director      Date

Approved by:  7/27/23  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$259,754	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$259,754</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_  
 Does this item include use of federal funds? Yes \_\_\_\_\_ No   X  

**Budget Account No:**

Fund 3804 Dept 411 Unit B675-0051 Object 4907 \$135,000  
 Fund 3804 Dept 411 Unit B666-0048 Object 4907 \$98,240  
 Fund 3804 Dept 411 Unit B737-18 Object 4907 \$2,900 + Contingency

CONSTRUCTION	\$236,140.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 23,614.00
<b>TOTAL</b>	<b>\$259,754.00</b>

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

Funding for this project will be from the Public Building Improvement Fund.

C. Departmental Fiscal Review: *Kym Sheen*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

*Lisa M. ... 7/25/23* OFMB *7/19* *EJW 7-19-23*  
*Dr. J. ... 7/21/23* Contract Development and Control *7/20/23*

**B. Legal Sufficiency:**

*M. ... for M. Jones 7/25/23*  
 Assistant County Attorney

**C. Other Department Review:**

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

# LOCATION MAP

**Project No:** 2021-017591  
**Project Name:** Main County Courthouse 4th Floor - Flooring Replacement  
**Location:** 205 N. Dixie Highway, West Palm Beach, Florida 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/20/23 PHONE: 561-233-0283
PROJECT MANAGER: Terry Hearn, Facilities Systems Project Manager
PROJECT TITLE: Main County Courthouse - 4th fl - flooring replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$236,140.00

eFDO # / PROJECT NUMBER: 2021-017753, 2022-008725 / 2021-017591

W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 205 N. Dixie Hwy., West Palm Beach, FL

BUILDING NUMBER: 603

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

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and properly dispose of all old flooring materials and base in areas indicated and replace per project requirements.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$236,140.00), PROFESSIONAL SERVICES (\$ NA), STAFF COSTS\* (\$ 11,000.00), EQUIP. / SUPPLIES (\$ NA), CONTINGENCY (\$ 23,614.00), and TOTAL (\$ 270,754.00).

Handwritten notes and signatures: 'MO 5/25/23', 'EWH', and budget codes: '3804-411-B675-0051-4907 -135,000', '3804-411-B666-0048-4907-98,240', '3804-411-B737-18-4907-2,900+ CONTINGENCY'.

\* 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: DEPT: UNIT: OBJ:

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

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

DEPARTMENT: FD & O

BAS APPROVED BY: [Signature]

DATE 5/16/2023

ENCUMBRANCE NUMBER:

**WORK ORDER 23-005 TO  
ANNUAL CONTRACT R2021-0633  
FOR FLOORING  
PROJECT NAME: MAIN COUNTY COURTHOUSE - 4<sup>TH</sup> FL – FLOORING  
REPLACEMENT  
PROJECT NO. 2021-017591**

**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 Florida 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 5/18/21 (R2021-0633) (“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 flooring between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$236,140.00** for the construction costs of removing and properly disposing of all old flooring materials and base and replace flooring per project requirements 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 from 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 25.52% SBE subcontracting participation on this Contract. Contractor will provide 15.62% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2

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

**7. 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>Worker’s Compensation and Employer’s Liability</b>	
<b>Coverage not less than</b>	<b>statutory</b>
<b>Employer’s Liability Limits</b>	<b>\$500,000/\$500,000/\$500,000</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: Main County Courthouse – 4<sup>th</sup> fl – flooring replacement

Project No. 2021-017591

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

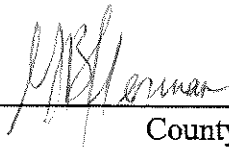
PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

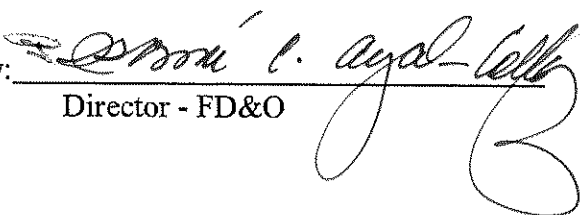
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg K. Weiss, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS


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

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




Project Name: Main County Courthouse – 4<sup>th</sup> fl – flooring replacement  
Project No. 2021-017591

WITNESS: FOR CONTRACTOR  
SIGNATURE

  
\_\_\_\_\_  
Signature

*Megan Gilk*  
\_\_\_\_\_  
Name (type or print)

CONTRACTOR: Andrea Construction, Inc.

  
\_\_\_\_\_  
Signature

*Richard Andrea*  
\_\_\_\_\_  
Name (type or print)

*President*  
\_\_\_\_\_  
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2021-017591

PROJECT NAME: Main County Courthouse - 4th FL, Flooring 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

BASE QUOTE (Area 1) \$ 36,440.00

Written amount Thirty Six Thousand Four Hundred Forty

BASE QUOTE (Area 2) \$ 196,800.00

Written amount One Hundred Ninety Six Thousand Eight Hundred

BASE QUOTE (Area 3) \$ 2,900.00

Written amount Twenty Nine Hundred

BID TOTAL (Areas 1, 2, and 3) \$ 236,140.00

Written amount Two Hundred Thirty Six Thousand One Hundred Forty

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 # \_\_\_\_\_ 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:

4/5/2023  
Date

Andrea Construction, Inc  
Contractor Firm Name

[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**

## Donna Lynch

---

**From:** Donna Lynch  
**Sent:** Wednesday, April 12, 2023 5:26 PM  
**To:** 'John Heezen (john@brianscarpetwpb.com)'; Joe Schmidt Construction, Inc.; 'Marcia Guider'; 'Richard Andrea'  
**Cc:** Terry Hearn; Phyllis Lancaster  
**Subject:** 2021-017591 Main County Courthouse - 4th FL, Flooring Replacement  
**Attachments:** 2021-017591 Bid Summary Approved.pdf

**Importance:** High

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on April 6, 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@pbcbgov.org](mailto:DLynch@pbcbgov.org)

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

PROJECT NUMBER: **2021-017591**  
PROJECT NAME: **Main County Courthouse - 4th FL, Flooring Replacement**  
DATE: April 6, 2023

**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: **Main County Courthouse - 4th FL, Flooring Replacement, Project Number 2021-017591**, 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: 2021-017591  
PROJECT NAME: Main County Courthouse - 4th FL, Flooring Replacement  
DATE: April 6, 2023

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 6th day of April, A.D., 2023.

ATTEST: (SEAL)

Lisa Hallerman

Andrea Construction, Inc.  
(Contractor Firm Name)

Lisa Hallermann  
Print Name

By: [Signature]  
(Signature)

TITLE: Witness

Richard Andrea, President  
Print Name and Title:

ATTEST: (SEAL)

Rita Lazarides

United States Fire Insurance Company  
(Surety Name)

Rita Lazarides  
Print Name

By: [Signature]  
(Signature)

TITLE: Witness

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

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

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

0272523

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, Christian Collins*

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:

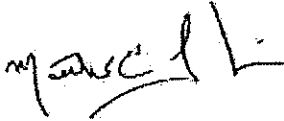
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers 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 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.



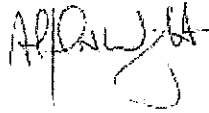
Melissa H. D'Alessio

(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 6<sup>th</sup> day of April 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 . Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

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

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or 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.

  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.



SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_

SOLICITATION/PROJECT/BID NO.: \_\_\_\_\_

April 6, 2023

Capital Improvements

SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

COUNTY DEPARTMENT: \_\_\_\_\_

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

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

NAME OF PRIME RESPONDENT/BIDDER: Andrea Construction, Inc.

ADDRESS: \_\_\_\_\_

CONTACT PERSON: Richard Andrea

PHONE NO.: 561-358-4797

E-MAIL: andreaconst@aol.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$ 36,888.00

\*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, &amp; Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. Andrea Construction, Inc VC0000106359 1. 12334 77th Place N., West Palm Beach, FL 33412	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	36,888.00	_____
2. Shamrock Flooring Contractors VS0000011816 2. 1650 Latham Rd. #3, West Palm Beach, FL 33409	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	199,252.00	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total

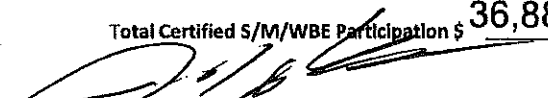
236,140.00

Total Bid/Offer Price \$ 236,140.00

Total Certified S/M/WBE Participation \$ 36,888.00

I hereby certify that the above information is accurate to the best of my knowledge:

Richard Andrea



president

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - 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- 017591

SOLICITATION/PROJECT NAME: Main Courthouse - 4th Floor, Flooring Replacement

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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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.

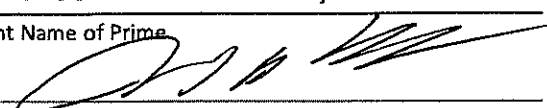
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Complete all general contractor services				36,888.00

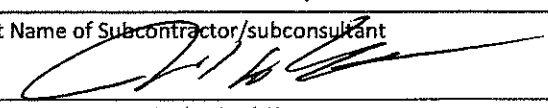
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 36,888.00

**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: April 5, 2023

Andrea Construction, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Richard Andrea  
 Print Name  
President  
 Title  
 Date: April 5, 2023

**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: 2021-017591  
 SOLICITATION/PROJECT NAME: Main Courthouse - 4th Floor, Flooring Replacement

Prime Contractor: Andrea Construction, Inc. Subcontractor: Shamrock Flooring Contractors LLC

(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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	

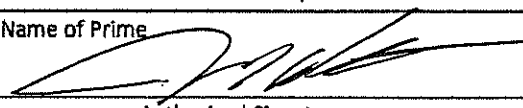
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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.

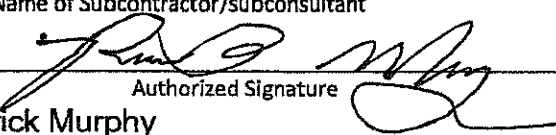
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Remove existing flooring, prep floors, supply and install new flooring material and base, including moving furniture as needed.				199,252.00

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: \$ 199,252.00

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: April 5, 2023

Shamrock Flooring Contractors, LLC  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Patrick Murphy  
 Print Name  
Owner  
 Title  
 Date: April 5, 2023

**CAPITAL IMPROVEMENT DIVISION  
IFQ/B ATTACHMENT C  
PROJECT REQUIREMENTS  
Annual Contract - Flooring**

Contact: Terry Hearn, Facilities Systems Project Manager  
Phone: (561)233-0283  
Project Title: Main County Courthouse - 4th FL, Flooring Replacement  
Project #: 2021-017591  
Project Location: 205 N. Dixie Highway, West Palm Beach, 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 – Flooring for additional requirements.
- c. Work to be completed outside the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday or during the weekends between the hours of 7:00 a.m. to 10:00 p.m.
- 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 and confirming all measurements and square footage quantities during the site inspection.

**2. SCOPE OF WORK**

To replace flooring per the project requirements provided below:

- a. Contractor to remove and properly dispose of all old flooring materials and base in areas as indicated on floor plans, shown on Exhibit "1".
- b. Wood wall base shall remain provided its condition is good and the flooring can be

replaced without destruction or requiring removal.

- c. Contractor to furnish and install new carpet and luxury vinyl tiles (LVT) with new cove base, thresholds, and transition strips needed for a complete, turnkey, ADA compliant system as indicated by floor plans.
- d. Contractor shall provide and install a self-leveler in any areas where carpet tiles are being removed and LVT is being installed.
- e. Any areas with existing tile or concrete (typically bathrooms and stairwells) are excluded from the scope of work.
- f. Contractor will be responsible for moving the furniture prior to removal of the existing carpet. All furniture shall be placed in its original location after installation of the new carpet. County will be responsible for disconnecting, moving, and reconnecting all computers, printers, and all personal items in the space.
- g. Contractor to use only Manufacturer approved adhesives, additives, and accessories, and all existing mastics, glue, adhesives shall be removed prior to new flooring installation.
- h. Contractor to provide an additional 10% of each flooring type and cove base as attic stock to be stored by FMD and used for future repairs.
- i. Contractor to provide bid alternates for Areas 1, 2 and 3 with total square footages as identified for budgeting purposes, and includes new cove base in effected areas.

### **3. PRODUCT INFORMATION**

- a. Carpet Tiles:  
Patcraft 24"x24" Carpet Tiles, or PBC approved equal  
Product Collection: Urban Relief  
Product Style: Eastern Façade #10515  
Color: Foundry #00570  
Installation method: Vertical Ashlar
- b. Luxury Vinyl Tiles:  
Tarkett 6"x48" LVT, or PBC approved equal  
Product Collection: ID Latitude Wood  
Color: Suntoaned Teak #7523  
Installation Method" 1/3 unidirectional
- c. Vinyl Wall Base:  
Roppe 6" Vinyl Wall Base w/standard toe base, or PBC approved equal.  
Color: #100 Black

### **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. MATERIALS**

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

## **6. TEMPORARY PROTECTION**

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

## **7. PROJECT CONDITIONS**

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

## **8. PREPARATION**

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

## **9. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. 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

**10. INSTALLATION**

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

**11. WARRANTY**

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

**12. CLEAN UP**

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

**13. SECURITY**

**All bidders must have 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



**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
DX00002150	Andrea Construction, Inc.		Compliant					2021-017320	Flooring
		A++ , XV	State Farm Mutual Automobile Insurance Company	3283353E0259G	11/2/2022	11/2/2023	Auto Liability		
		A-g , XIII	Colony Insurance Company	600GL003311203	1/14/2023	1/14/2024	General Liability		
		A+r , X	Bridgefield Employers Insurance Company	83035065	9/15/2022	9/15/2023	Workers Comp		

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





**NHC**

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

**ACRISURE**  
AGENCY PARTNER

June 8, 2023

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

RE: Palm Beach County, as Obligee  
Main County Courthouse – 4th fl – flooring replacement #2021-017591, as Project  
Bond No. 6091013124

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

220 Congress Park Drive  
Suite 100  
Delray Beach, FL 33445  
P: 561.454.8210  
F: 561.455.4787  
W: nielsonbonds.com



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

0272523

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, Christian Collins*

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:

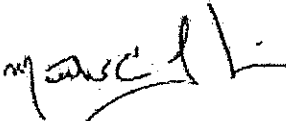
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers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

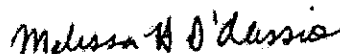
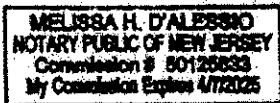
UNITED STATES FIRE INSURANCE COMPANY



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)

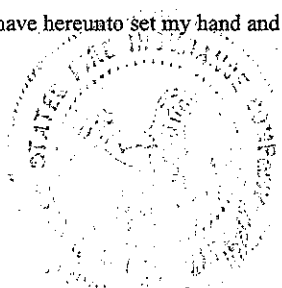
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 8<sup>th</sup> day of June 2023

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 6091013124

BOND AMOUNT \$236,140.00

CONTRACT AMOUNT \$236,140.00

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: Main County Courthouse – 4<sup>th</sup> fl – flooring replacement

PROJECT NUMBER: 2021-017591

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

DESCRIPTION OF WORK: Remove and replace flooring and base in areas indicated per project requirements.

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

205 N. Dixie Hwy., 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 \$236,140.00  
Two hundred thirty-six thousand one hundred forty and 00/100)

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

WHEREAS,

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

Project Name: Main County Courthouse – 4<sup>th</sup> fl – flooring replacement  
Project No.: 2021-017591  
Project Description: Remove and replace flooring and base in areas indicated per project requirement.  
Project Location: 205 N. Dixie Hwy., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
LOCATION OF FIRM:  
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of removing and replacing flooring and base in areas indicated per project requirements, 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\_\_.

Witness Megan Gilb

Witness Rita Lazarides

Andrea Construction, Inc.  
Principal [Signature] (Seal)  
(Print Name and Title) Richard Andree  
President

United States Fire Insurance Company  
Surety [Signature] (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**

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

0272523

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, Christian Collins*

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:

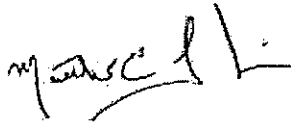
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers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

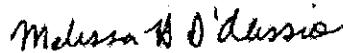
UNITED STATES FIRE INSURANCE COMPANY



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 20 day of

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



**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 (Main County Courthouse – 4<sup>th</sup> fl – flooring replacement; #2021-017591) 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 Andra, President  
(Print Name and Title)

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

By:   
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact & FL Licensed Agent  
(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

0272523

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*Brett Rosenhaus, Dale Belis, Christian Collins*

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)**.

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(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.

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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.

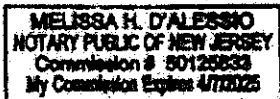
UNITED STATES FIRE INSURANCE COMPANY



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.



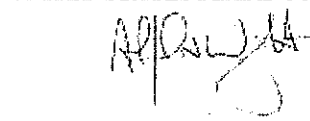
Melissa H. D'Alessio

(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\_\_\_\_

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



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

API: Price Preference      ANNUAL/TRADE: Flooring      MANDATORY PRE-BID DATE: 3/14/2023  
 PROJECT #: 2021-017591      PROJECT MANAGER: Terry Hearn, Facilities Systems Project Manager      BID OPENING DATE: 4/6/2023  
 PROJECT NAME: Main County Courthouse - 4th FL, Flooring Replacement

FIRM NAME	Andrea Construction, Inc.	Brian's Carpet & Commercial Flooring, Inc.	Joe Schmidt Construction		
PRIME LOCATION	LOCAL	LOCAL	LOCAL		
PRIME SBE STATUS	SBE	SBE	SBE		
BID BOND	Yes	Yes	Yes		
BASE BID(Area 1)	\$36,440.00	\$56,513.98	\$44,400.00		
ALT. BID (Area 2)	\$196,800.00	\$237,953.60	\$258,900.00		
ALT. BID (Area 3)	\$2,900.00	\$2,974.42	\$3,500.00		
TOTAL BID	\$236,140.00	\$297,442.00	\$306,800.00		
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory		
SBE PARTICIPATION	15.62%	100%	100%		
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory		
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.      YES

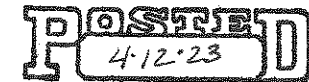
**RECOMMENDED FOR APPROVAL:**

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 La Mattina      4.11.23  
 Charlene La Mattina, Project Manager      Date

Gigi Jones      4/10/2023  
 Gigi Jones, Contract Manager      Date



**ANNUAL CONTRACT - FLOORING #2021-017320 : CONTROL SHEET**

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 5/18/2021)						\$2,000,000.00					
FLOORING CONTRACT Expires 5/17/2026						\$2,000,000.00					
CAPACITY INCREASES ABOVE THIS LINE											
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
2021-017591	Main County Courthouse - 4th fl - flooring replacement	Andrea	\$236,140.00	23-005		\$849,849.44	\$1,150,150.56	\$36,888.00		15.62%	
UNHIDE ROWS											
CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
\$1,150,150.56	411,756.94	11,500.00	48.45%	2.79%							
	NAME OF FIRM / CONTRACT R#	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	Andrea Construction, Inc. - R2021-0633	Andrea	\$350,616.50	\$ 89,480.00	25.52%	-	0.00%				
2	Brian's Carpet & Commercial Flooring, Inc. - R2021-0634	Brian's	\$15,614.00	\$ 15,614.00	100.00%	-	0.00%				
3	Designers West Interiors, Inc. - R2021-0635	Designers	\$0.00	\$ -	-	-	-				
4	Greenview Construction LLC - R2021-1238	Greenview	\$0.00	\$ -	-	-	-				
5	J.I.J. Construction Corp. - R2021-0637	J.I.J.	\$33,883.00	\$ 33,883.00	100.00%	11,500.00	33.94%				
6	Jack Walsh Carpets and Rugs, Inc. - R2021-0636	Walsh	\$10,006.45	\$ 10,006.45	100.00%	-	0.00%				
7	Joe Schmidt Construction, Inc. - R2021-0638	Schmidt	\$406,782.49	\$ 255,426.49	62.79%	-	0.00%				
8	Leonard Graham Inc. DBA L G I Construction - R2021-0639	LGI	\$0.00	\$ -	-	-	-				
9	Mueller Construction and Management Company-R2022-1117	Mueller	\$32,947.00	\$ 7,347.00	22.30%	-	0.00%				
		<b>TOTAL</b>	<b>849,849.44</b>	<b>411,756.94</b>	<b>48.45%</b>	<b>11,500.00</b>	<b>2.79%</b>				