

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 7, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

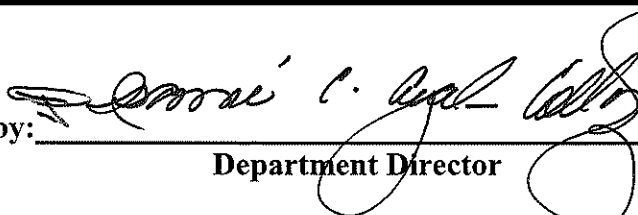
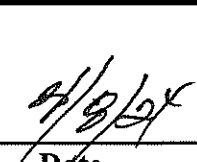
Motion and Title: Staff recommends motion to approve: Work Order No. 24-012 to the annual minor construction services contract (R2020-0143) with Andrea Construction, Inc. (Contractor) in the amount of \$285,000 for the Guardian Ad Litem-Renovations project for a period of 730 calendar days from notice to proceed.


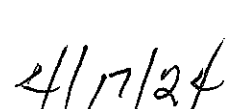
Summary: The project consists of the renovation of the Guardian Ad Litem space on the second floor of the Main County Courthouse building. Work Order 24-012 authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary for the Guardian Ad Litem-Renovations 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 730 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 minor construction services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual minor construction services contract was presented to the Goal Setting Committee on August 21, 2019. The Committee applied the following three Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects under \$100,000; or 2) a small business enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid on a single trade project \$100,000 or greater; or 3) a mandatory 25% SBE subcontracting goal for a multi-trade project \$100,000 or greater. Since this is a multi-trade project over \$100,000, the mandatory 25% SBE subcontracting goal API was applied. SBE participation for this Work Order is 74.60%. Cumulative SBE participation on the annual minor construction services contract is 64.32%. The Contractor is a certified SBE company and a Palm Beach County business. Funding for this project will be 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 February 22, 2024 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. 24-012
- 4. Bid Summary
- 5. Annual Contract - Minor #19602: Control Sheet

Recommended by:  
Department Director Date

Approved by:  
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$285,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$285,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

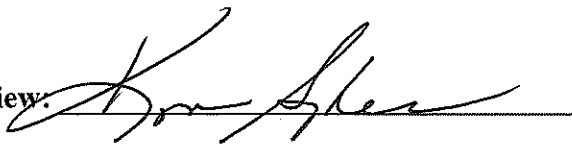
Is Item Included in Current Budget: Yes X No _____
Is this item using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes _____ No X

Budget Account No:

Fund	3804	Dept	411	Unit	B709	Object	4907
CONSTRUCTION						\$285,000.00	
STAFF COST						\$ 0.00	
CONTINGENCY						\$ 0.00	
TOTAL						\$285,000.00	

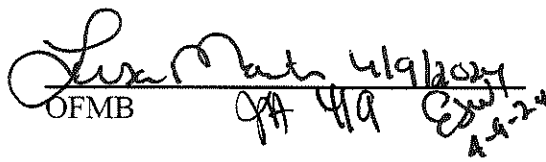

B. Recommended Sources of Funds/Summary of Fiscal Impact:

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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB PA 419 Exempt 4-9-24	 Contract Development and Control Tol 4/11/24
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B. Legal Sufficiency:


 4/16/24
 Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2021-010781
Project Name: Guardian Ad Litem-Renovations
Location: 205 N. Dixie Highway, Suite 2-2100, West Palm Beach 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/8/24 PHONE: 561-233-2059
PROJECT MANAGER: Ben Carroll, Facilities Systems Project Manager
PROJECT TITLE: Guardian Ad Litem - renovations
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: IST PLANNING NO.:
BCC RESOLUTION#:
REQUESTED AMOUNT: \$285,000.00
DATE:

eFDO # / PROJECT NUMBER: 2021-010781
W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:
SERVICE LOCATION: 205 N. Dixie Hwy., Suite 2-2100, West Palm Beach, FL
BUILDING NUMBER: 603

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

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 renovate Guardian Ad Litem space on 2nd floor of the main county courthouse per Attachment C
and Addenda 1&2 provided by Capital Improvements Division.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$285,000.00), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$14,250.00), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$299,250.00). Handwritten '285,000' is written below the total.

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

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

FUND: 3804 DEPT: 411 UNIT: B709 OBJ: 4907

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

- Ad Valorem (Amount \$ 285,000)
Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$)
Federal (source/type: (Amount \$)
Grant (source/type: Amount \$)
Impact Fees: (Amount \$)
Other (source/type: Amount \$)

DEPARTMENT: FD&O
BAS APPROVED BY: [Signature] DATE: 3/13/2024
ENCUMBRANCE NUMBER:

**WORK ORDER 24-012 TO
ANNUAL CONTRACT R2020-0143
FOR MINOR CONSTRUCTION
PROJECT NAME: GUARDIAN AD LITEM - RENOVATIONS
PROJECT NO. 2021-010781**

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 2/11/20 (R2020-0143) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Total Bid Amount. Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$285,000.00** for the construction costs of renovating Guardian Ad Litem space on 2nd floor of the main courthouse 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 **730** 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 61.09% SBE subcontracting participation on this Contract. Contractor will provide 74.60% 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

Addenda 1 & 2
 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:

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

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 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 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.

The following General Conditions are added to the General Conditions:

GC 84 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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:
Project Number:

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

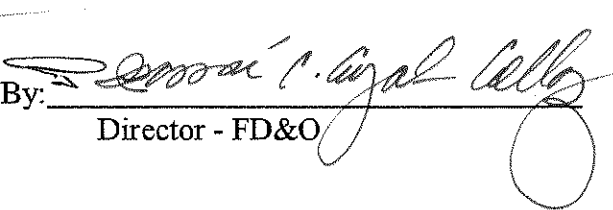
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name:
Project Number:

WITNESS: FOR CONTRACTOR
SIGNATURE

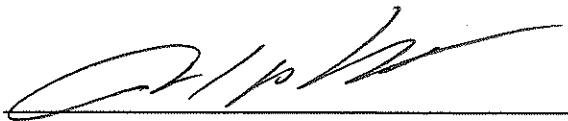


Signature

Megan Gilb

Name (type or print)

CONTRACTOR: Andrea Construction, Inc.



Signature

Richard Andrea

Name (type or print)

President

Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2021-010781

PROJECT NAME: Guardian ad Litem - Renovations

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 \$ 285,000.00

Written amount Two Hundred Eighty Five Thousand

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

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

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

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

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

Addendum # 1 dated 1/23/24 Addendum # _____ dated _____
Addendum # 2 dated 2/12/24 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:

2/21/2024
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

Phyllis Lancaster

From: FDO-CID-Bids
Sent: Friday, March 1, 2024 10:01 AM
To: Ralph Della-Pietra; Richard Andrea (andreaconst@aol.com)
Cc: Benjamin Carroll M.; Phyllis Lancaster
Subject: 2021-010781 Guardian Ad Litem - Renovations
Attachments: 2021-010781 Bid Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on February 22, 2024.

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

Thanks,



Donna Lynch
Capital Improvements Division (CID)

2633 Vista Parkway,
West Palm Beach, FL 33411

(561) 233-0292

DLynch@pbcgov.org

Need Forms? Click on the link below.

[Capital Improvements Forms](#)

ATTACHMENT "A"
(for Minor Construction - MultiTrade)

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

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

 SBE Sheltered Market for Small Construction Contracts

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

 X **SBE Subcontracting Program**

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

OEBO SCHEDULE 1

Guardian ad Litem - Renovations

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID NO.: 2021-010781

February 22, 2024

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: \$ 159,251.00
 *SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE MBE WBE SBE

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, & 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"/>				159,251.00		
2. Shamrock Flooring Contractor LLC VS0000011816 2. 1650 Latham Rd. #3, West Palm Beach, Fl 33409	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				11,670.00		
3. Protect Video, Inc. VC0000004897 3. 3483 High Ridge Rd., Boynton Beach, Fl 33426	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		53,350.00				
4. Simmons Air Conditioning, Inc. VS0000013956 4. 100 Cortez Ave., Royal Palm Beach, Fl. 33411	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				53,239.00		
5. Harris Fire Protection, Inc. VS0000012257 5. 16342 68th St. N., Loxahatchee, Fla. 33470	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				7,490.00		
Total						53,350.00		231,650.00		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 285,000.00

Total Certified S/M/WBE Participation \$ 212,601.00

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: 2021-010781

SOLICITATION/PROJECT NAME: Guardian ad Litem - Renovations

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

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): May 9, 2022

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

Column 1	Column 2	Column 3
<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.

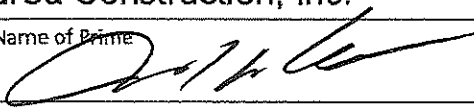
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Complete all phases of general construction				159,251.00

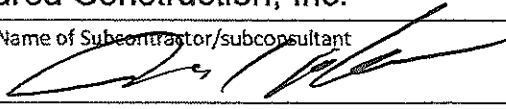
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 159,251.00

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

n/a Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Richard Andrea
 Print Name
President
 Title
 Date: February 22, 2024

Andrea Construction, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Richard Andrea
 Print Name
President
 Title
 Date: February 22, 2024

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: 2021-010781

SOLICITATION/PROJECT NAME: Guardian ad Litem - Renovations

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

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): n/a

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Remove and replace all flooring as per specifications				11,670.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 11,670.00

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

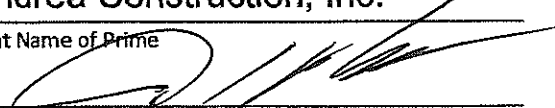
n/a

Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.

Print Name of Prime

By: 
Authorized Signature

Richard Andrea

Print Name

President

Title

Date: January 23, 2024

Shamrock Flooring Contractors, LLC

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Patrick Murphy

Print Name

President

Title

Date: January 23, 2024

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: 2021-010781

SOLICITATION/PROJECT NAME: Guardian ad Litem - Renovations

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

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/6/2022

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" 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 phases of electrical work				53,350.00

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: \$ 53,350.00

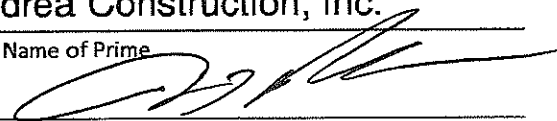
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

n/a Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.

Print Name of Prime

By: 
Authorized Signature

Richard Andrea

Print Name

President

Title

Date: February 20, 2024

Protect Video, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Shad DiMaria

Print Name

President

Title

Date: February 20, 2024

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: 2021-010781

SOLICITATION/PROJECT NAME: Guardian ad Litem - Renovations

Prime Contractor: Andrea Construction, Inc. Subcontractor: Simmons Air Conditioning, Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): n/a

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Complete all phases of HVAC				53,239.00

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: \$ 53,239.00

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

n/a Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Richard Andrea
 Print Name
President
 Title
 Date: February 20, 2024

Simmons Air Conditioning, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Michael Simmons
 Print Name
President
 Title
 Date: February 20, 2024

OEBO LETTER OF INTENT – SCHEDULE 2

The completed Schedule 2 is to be added to the bid/offer form, to be submitted by the contractor/subcontractor/subconsultant, to any bid and should be included in the bid/offer. The contractor/subcontractor/subconsultant certifies that by signing this Schedule 2, both parties recognize and agree to the terms and conditions. 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: 2021-010781

SOLICITATION/PROJECT NAME: Guardian ad Litem - Renovations

Prime Contractor: Andrea Construction, Inc. Subcontractor: Harris Fire Protection, Inc

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

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

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

S/M/WBE PARTICIPATION – S/M/WBE Parties 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 fire sprinkler work as per specifications				7,490.00

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: \$ 7,490

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

n/a Price or Percentage: 0

Name of 2nd/3rd tier Subcontractor/subconsultant

Andrea Construction, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Richard Andrea
 Print Name
President
 Title
 Date: January 23, 2024

Harris Fire Protection, Inc
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Tom Harris
 Print Name
President
 Title
 Date: January 23, 2024

**CAPITAL IMPROVEMENTS DIVISION
IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract - Minor Construction**

Contact: Ben Carroll, Facilities Systems Project Manager
Phone: (561)233-2059
Project Title: Guardian ad Litem - Renovations
Project #: 2021-010781
Project Location: 205 North Dixie Hwy, Suite 2-2100, 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 – Minor Construction for additional requirements.
- c. Work is to be completed **nights and weekends only**: 5:00 p.m. to 6:00 a.m., Monday through Friday, and 6:00 a.m. to 5:00 p.m. on Saturday and Sunday.
- 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 seven hundred thirty (730) 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 renovate Guardian ad Litem space on the 2nd floor of the main county courthouse per the project requirements provided below:

- a. The contractor shall provide all materials and perform all work to renovate the space in accordance with the drawings and specifications provided in Exhibits "1" and "2".

- b. Field verify all dimensions.
- c. Contractor shall supply manufacturer's shop drawings.

3. SUBMITTALS

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

4. MATERIALS

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

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

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

7. PREPARATION

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

8. EXAMINATION

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

9. INSTALLATION

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

10. WARRANTY

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

11. CLEAN UP

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

12. SECURITY

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

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

Project Name: Guardian ad Litem - Renovations

Project Number: 2021-010781

ADDENDUM NUMBER:ONE

DATE OF ISSUANCE: 1/23/24

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the bidder to disqualification.

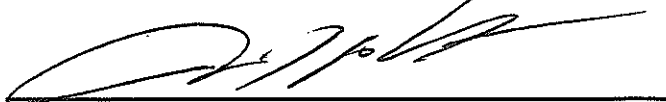
This Addendum consists of one (1) page.

RESPONSES TO REQUEST FOR INFORMATION:

Change bid due date from "January 25, 2024 by 2:00 p.m." to read "**February 15, 2024 by 2:00 p.m.**"

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

ACKNOWLEDGMENT OF RECEIPT:



END OF ADDENDUM - 1

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

Project Name: Guardian ad Litem - Renovations

Project Number: 2021-010781

ADDENDUM NUMBER:TWO

DATE OF ISSUANCE: 2/12/24

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the bidder to disqualification.

This Addendum consists of one (1) page and two (2) attachments.

CHANGE TO INVITATION FOR QUOTE/BID

1. RESPONSES TO REQUEST FOR INFORMATION:

JOSH DELLA-PIETRA

RFI's 1 through 4. See responses attached as Exhibit "3".

2. Insert Exhibit "2R"

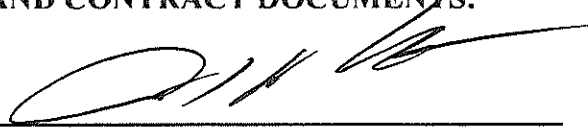
a. Add sheet LS101-B

b. Remove "Sheet M-201" and replace with attached "Revised Sheet M-201"

3. Change bid due date from "February 15, 2024 by 2:00 p.m." to read "February 22, 2024 by 2:00 p.m."

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____



END OF ADDENDUM - 2



**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
DX00002151	Andrea Construction, Inc.		Compliant					19602	Minor Construction
		A++ , XV	State Farm Mutual Automobile Insurance Company	3283353E0259G	11/2/2023	11/2/2024	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	3296479E0259C	11/2/2023	11/2/2024	Auto Liability		
		A-g , X	James River Insurance Company	001514900	1/14/2024	1/14/2025	General Liability		
		A+r , IX	Bridgefield Employers Insurance Company	83035065	9/15/2023	9/15/2024	Workers Comp		

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



March 18, 2024

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

RE: Palm Beach County, as Obligee
Guardian Ad Litem - renovations #2021-010781, as Project
Bond No. 6091014987

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.

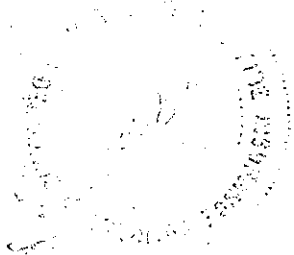
We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Brett Rosenhaus", with a long horizontal flourish extending to the right.

Brett Rosenhaus
Attorney-in-Fact
Florida Licensed Agent



ACRISURE.COM
220 CONGRESS PARK DR., SUITE 100, DELRAY BEACH, FL 33445

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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

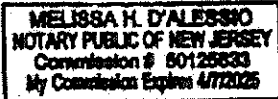


Matthew E. Lubin

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

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 18th day of March 2024



UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright

Alfred N. Wright, Senior Vice President

PUBLIC CONSTRUCTION BOND

BOND NUMBER 6091014987

BOND AMOUNT \$285,000.00

CONTRACT AMOUNT \$285,000.00

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: Guardian Ad Litem - renovations

PROJECT NUMBER: 2021-010781

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Renovate Guardian Ad Litem space on the 2nd floor of the Main County
Courthouse.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

205 N. Dixie Hwy., Suite 2-2100, 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 \$285,000.00
Two hundred eighty-five thousand 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: Guardian Ad Litem - renovations
Project No.: 2021-010781
Project Description: Renovate Guardian Ad Litem space on the 2nd floor of the Main County Courthouse.
Project Location: 205 N. Dixie Hwy., Suite 2-2100, West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Architecture Green LLC
LOCATION OF FIRM: 2461 Palm Harbor Dr., Palm Beach Gardens, FL 33410
PHONE: 561-398-2109

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

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract between Principal and County for the construction of renovating Guardian Ad Litem space on the 2nd floor of the Main County Courthouse, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. 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
- c. 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
- d. 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.

2. 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, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

3. 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.

4. 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.

5. 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.


6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20____

PRINCIPAL: Andrea Construction, Inc.



Attest as to the signature of Principal

By: 

Signature
Richard Andica President
(Print Name and Title)

Witness, Megan Gilb

Title

(SEAL)

Address of Witness: 12376 77th
Place N. West Palm Beach, FL 33412

Address of Principal: 12334 77th Place North
West Palm Beach, FL 33412

SURETY: United States Fire Insurance Company

By: Brett Rosen
Signature

Brett Rosenhaus, Attorney-in-Fact & FL Licensed Agent
(Print Name and Title)

Rita Lazarides
Attest as the signature of Surety

Rita Lazarides, Witness
Title

Address of Witness: 220 Congress Park Dr. #200
Delray Beach, FL 33445

(SEAL)

Address of Surety: 305 Madison Avenue
Morristown, NJ 07962

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:

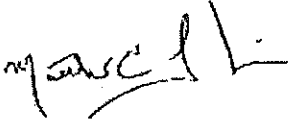
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers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

UNITED STATES FIRE INSURANCE COMPANY

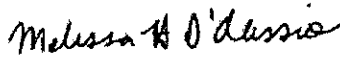


Matthew E. Lubin, President



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.



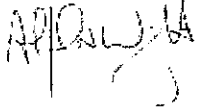
Melissa H. D'Alessio

(Notary Public)

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



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 (Guardian Ad Litem – renovations; #2021-010781) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

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

By: 
(Contractor Signature)

Richard Andrea President
(Print Name and Title)

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

By: 
(Surety Signature)

Brett Rosenhaus, 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 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

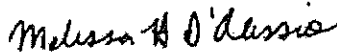


Matthew E. Lubin, President



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.



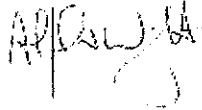
Melissa H. D'Alessio

(Notary Public)

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: SBE Subcontracting Program (25% Min) **ANNUAL/TRADE:** Minor Construction **MANDATORY PRE-BID DATE:** 1/11/2024
PROJECT NUMBER: 2021-010781 **PROJECT MANAGER:** Ben Carroll, Facilities Systems Project Manager **BID OPENING DATE:** 2/22/2024
PROJECT NAME: Guardian Ad Litem - Renovations

FIRM NAME	Andrea Construction, Inc.	Ralph Della-Pietra Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE			
BID BOND	Yes	Yes			
BID	\$285,000.00	\$387,887.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed			
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	74.60%	81.60%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:					

COMMENTS:

Bid Documents Opened By (Print Name): Diana Cabrera **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**


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

RECOMMENDED FOR APPROVAL:

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

Andrea Construction, Inc.

Charlene La Mattina 2-26-2024
 Charlene La Mattina, Project Manager Date

Gigi Jones 2/26/2024
 Gigi Jones, Contracts Manager Date


Annual Contract - Minor Construction #19602: Control Sheet

ORIGINAL CONTRACT + CAPACITY INCREASES						\$25,000,000					
Minor Contract Expires 02/11/2025						\$5,000,000					
Board Item - Increase Capacity (6/15/2021) (Amendment #1)						\$5,000,000					
Board Item - Increase Capacity 4/5/2022 (Amendment #2)						\$5,000,000					
Board Item - Increase Capacity 12/20/2022 (Amendment #3)						\$10,000,000					
BOARD 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.
2021-010781	Guardian ad Litem - renovations	Andrea	\$285,000.00	24-012		\$19,374,052.01	\$5,625,948	\$212,601.00	\$212,601.00	74.60%	74.60%
	MINOR CONSTRUCTION ANNUAL	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	All Site Construction, Inc. - R2020-0142	All-Site	\$1,811,065.50	\$ 855,809.78	47.25%	\$ 1,089,423.97	60.15%				
2	Andrea Construction, Inc. - R2020-0143	Andrea	\$6,990,235.02	\$ 4,270,047.10	61.09%	\$ 1,351,005.54	19.33%				
3	Anzco Inc. - R2020-0144	ANZCO	\$1,154,057.88	\$ 866,559.70	75.09%	\$ 58,083.00	5.03%				
4	Boromei Construction Inc. R2022-1276	Boromei	\$0.00	\$ -		\$ -					
5	Brothers Construction, Inc. - R2020-0562	Brothers	\$0.00	\$ -		\$ -					
6	Clean Air Restoration, inc. d/b/a Chandler Construction Co. R2020-0145	Clean Air	\$293,791.90	\$ 264,412.71	90.00%	\$ -	0.00%				
7	Close Constructions, LLC - R2021-1718	Close	\$0.00	\$ -		\$ -					
8	Cooper Construction Management and Consulting, Inc. - R2021-1719	Cooper	\$0.00	\$ -		\$ -					
9	D.W. Recreation Services, Inc. - R2021-1490	D.W.	\$1,115,057.00	\$ 1,067,042.00	95.69%	\$ -	0.00%				
10	DCOTA Contracting, Inc. - R2020-0146	DCOTA	\$0.00	\$ -		\$ -					
11	Dan Enterprises Team LLC R2023-1086	Dan	\$0.00	\$ -		\$ -					
12	Docks & More Construction Co. - R2020-1686	Docks	\$0.00	\$ -		\$ -					
13	E&F Florida Enterprises Inc. dba Creative Contracting Group - R2020-1687	E&F	\$0.00	\$ -		\$ -					
14	Engineered Comfort Solutions, Inc. - R2021-1236	Engineered	\$0.00	\$ -		\$ -					
15	Florida Mechanical LLC - R2021-1720	Florida	\$0.00	\$ -		\$ -					
16	Garabar, Inc. R2022-0701	Garabar	\$0.00	\$ -		\$ -					
17	Glades Roofing, LLC - R2022-0186	Glades	\$0.00	\$ -		\$ -					
18	Greenview Construction LLC - R2020-0565	Greenview	\$0.00	\$ -		\$ -					
19	Hatcher Construction & Development, Inc. - R2020-0147	Hatcher	\$34,400.00	\$ 34,400.00	100.00%	\$ -	0.00%				
20	Hufcor, Inc. - R2020-0148	Hufcor	\$0.00	\$ -		\$ -					
21	I. Q. Constructions, Inc. - R2021-1062	I. Q.	\$0.00	\$ -		\$ -					
22	JF Acquisition, LLC DBA JF Petroleum Group	JF	\$0.00	\$ -		\$ -					
23	J.I.J. Construction Corp. - R2021-0894	J.I.J.	\$0.00	\$ -		\$ -					
24	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$3,568,835.60	\$ 3,148,331.86	88.22%	\$ 692,426.71	19.40%				
25	Kelly Brothers, Inc. R2020-1344	Kelly	\$0.00	\$ -		\$ -					
26	Lambert Bros., Inc. - R 2020-0563	Lambert	\$0.00	\$ -		\$ -					
27	NYC Development & Construction Group Inc.	NYC	\$0.00	\$ -		\$ -					
28	One Call Florida, Inc. - R2020-0151	One Call	\$77,600.00	\$ 77,600.00	100.00%	\$ -	0.00%				
29	Onel Construction LLC - R2021-0796	Onel	\$114,301.91	\$ 97,993.99	85.73%	\$ -	0.00%				
30	Parsa Corporation - R2020-1029	Parsa	\$0.00	\$ -		\$ -					
31	Poseiden Dredge & Marine, Inc. R2020-0564	Poseiden	\$0.00	\$ -		\$ -					
32	Randolph Construction Group, Inc. - R2020-0566	Randolph	\$1,430,981.20	\$ 997,148.91	69.68%	\$ 97,993.99	6.85%				
33	J. Rawn Enterprises, Inc. - R2020-0149	Rawn	\$45,300.00	\$ 45,300.00	100.00%	\$ -	0.00%				
34	Ralph Della-Pietra, Inc. - R2020-1575	RDP	\$1,750,026.00	\$ 201,625.51	11.52%	\$ 68,136.00	3.89%				
35	Regal Contractors, Inc. - R2021-1491	Regal	\$0.00	\$ -		\$ -					
36	Republic Construction Corp. - R2020-1345	Republic	\$703,400.00	\$ 350,876.00	49.88%	\$ -	0.00%				
37	Solarguard Roofing, Inc. R2022-1115	Solarguard	\$0.00	\$ -		\$ -					
38	T & G Corporation dba T&G Constructors	T & G	\$0.00	\$ -		\$ -					
39	Walker Design & Construction Co. R2022-0702	Walker	\$0.00	\$ -		\$ -					
40	Waypoint Contracting Inc R2022-0846	Waypoint	\$0.00	\$ -		\$ -					
41	West Construction, Inc. - R2021-1721	West	\$0.00	\$ -		\$ -					
TOTAL			\$19,089,052.01	\$12,277,147.56	64.32%	\$ 3,357,069.21	27.34%				