

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A contract with E.C. Stokes Mechanical Contractor, Inc. in the amount of \$833,325 for the Cabin Air, System Improvements Project at Palm Beach International Airport (PBIA).

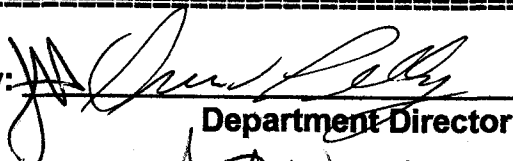
Summary: This project was advertised utilizing the County's competitive bid process. On February 10, 2009 two (2) bids were received for the Cabin Air System Improvements Project at PBIA. Of the two (2) bids, E.C. Stokes Mechanical Contractor, Inc. has been identified as a responsible/responsive bidder in the amount of \$833,325. The Small Business Enterprise (SBE) Goal for this project was established at 15.00%. E.C. Stokes Mechanical Contractor, Inc. is a certified SBE and this project is 100% SBE participation. **Countywide (JCM)**

Background and Justification: The cabin air system is designed to provide aircraft parked at the concourse gates with conditioned air through a low-temperature air handling unit served by a glycol/ice storage plant. This project will provide for the rehabilitation of existing cabin air system at PBIA that was installed during the original construction of the terminal in 1988. Components of the existing system are beginning to deteriorate due to the age of the system and replacement parts are becoming increasingly hard to find. This project is required to maintain the level of service necessary to support the air carriers that utilize the system while aircraft are on the gates of Concourses B and C.

Attachments:


1. Three (3) Original Contracts
2. Bid Tabulation/Engineers and SBE Recommendation

Recommended By: _____


Department Director

3/16/09
Date

Approved By: _____


County Administrator

3/16/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$ 833,325</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ 833,325</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 4110 Department 121 Unit A215 Object 6301
 Reporting Category _____

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

Approval of this item will result in the expenditure of \$833,325. Funding consists of Passenger Facility Charge Funds (PFC) of \$833,325.

C. Departmental Fiscal Review: *Chris Scrim*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

John D. ... 3/23/09
 OFMB *cn 3/18/09*

Ar J. ... 3/24/09
 Contract Dev. and Control
E. Jones 3/24/09

B. Legal Sufficiency:

[Signature] 3/26/09
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

CONTRACT

THIS CONTRACT, made and entered on _____, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" and **E.C. Stokes Mechanical Contractor, Inc.** hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for:

**Cabin Air System Improvements at
Palm Beach International Airport
PALM BEACH COUNTY PROJECT No. PB 07-2**

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the Owner, the Contractor hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including the following documents described below which are made a part hereof and incorporated herein by reference:

- Invitation to Bid and Instructions to Bidders dated October 24, 2008.
- Completed Bond, Surety and Insurance Forms, dated _____.
- Specifications, dated October 24, 2008.
- General Conditions, dated October 24, 2008.
- Addendum No. 1, dated December 29, 2008.
- Addendum No. 2, dated January 8, 2009.
- Addendum No. 3, dated January 20, 2009.
- Addendum No. 4, dated February 3, 2009.
- Drawings, dated October 24, 2008.
- Completed Bid and Attachments, dated February 10, 2009.

and to accept as full compensation for the satisfactory performance of this Contract the sum of **Eight Hundred Thirty Three Thousand Three Hundred Twenty Five and 00/100** Dollars **(\$ 833,325.00)** for **Cabin Air System Improvements at Palm Beach International Airport**.

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, tools, and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners.

Time/Liquidated Damages

Time is of the essence. The Contractor shall commence the work to be performed under this Contract on the date set by the Owner in the written notice to proceed, continue the work with due diligence and shall complete the entire work per Attachment No. 2 to the Bid Form. Further, in the event interim milestone completion dates are established in Attachment No. 2 of the Bid Form for separable portions of the work, the Contractor agrees to complete said separable portions of the work in accordance with said milestone dates.

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, Owner will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the Owner, as liquidated damages, the amounts indicated in the Milestone and Damages Data (Attachment #2 of the Bid Form) for each calendar day of delay that actual completion extends beyond the time limits specified in said Attachment until such reasonable time as may be required for final completion of work. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

Liquidated damages due to the Owner may be deducted from payments due to the Contractor, or may be collected from the Contractor or its surety or sureties. These provisions for liquidated damages shall not prevent the Owner, in case of the Contractor's default, from terminating the Contractor's right to proceed as provided in the General Conditions.

Utilization of Small Business Enterprises

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end the Board of County Commissioners established Ordinance No. 2002-064 (as amended), which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Convicted Vendor List

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year above written.

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ATTEST: SHARON R. BOCK, Clerk &
Comptroller

COUNTY: PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
John F. Koons, Chairman

(SEAL)

ATTEST: _____

CONTRACTOR

E.C. STOKES MECHANICAL
CONTRACTOR, INC.

BY: E. Christopher Stokes
Secretary
E. Christopher Stokes

BY: Susan Stokes
TITLE: President

(CORPORATE SEAL)

APPROVED TO AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: David Kelly
Director of Airports

BY: _____
County Attorney

STOKES

MECHANICAL CONTRACTOR

March 12, 2009

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

Attn: Jerry L. Allen, AAE, Deputy Director

RE: **Project No. PB 07-2**
Cabin Air System Improvements at PBIA

RECEIVED
2009 MAR 12 PM 1:34
DEPT. OF AIRPORTS
BLDG. 846. PBIA

Dear Mr. Allen:

Enclosed please find three (3) executed originals of each of the following documents:

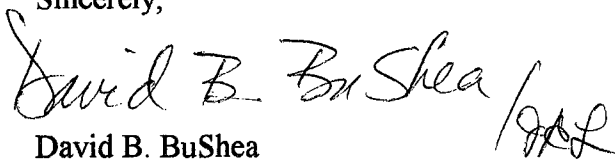
- 1) Contract
- 2) Corporate Certificate
- 3) Public Construction Bond
- 4) Disclosure of Lobbying Activities
- 5) Certificate of Insurance

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize the obligee to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract.

The Form of Guarantee is not enclosed as it indicates the work has been completed. Therefore, this form will be provided once the job is completed.

Please return one (1) fully executed copy of the Contract to us.

Sincerely,


David B. BuShea
Executive Vice President

Cabin Air System Contr Ltr

PLUMBING • AIR CONDITIONING

2001 7th Avenue North • Lake Worth, FL 33461 • (561) 582-3589 • FAX (561) 582-3602

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 964012822

BOND AMOUNT: \$833,325.00

CONTRACT AMOUNT: \$833,325.00

CONTRACTOR'S NAME: E.C. STOKES MECHANICAL CONTRACTOR, INC.

CONTRACTOR'S ADDRESS: 2001 7th Avenue North
Lake Worth, FL 33461

CONTRACTOR'S PHONE: 561-582-3589

SURETY COMPANY: LIBERTY MUTUAL INSURANCE COMPANY

SURETY'S ADDRESS: 1051 Winderley Place, Suite 105
Maitland, FL 32751
407-667-1744

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 848 Palm Beach International Airport
West Palm Beach, FL 33406

OWNER'S PHONE: 561-471-7412

DESCRIPTION OF WORK: The project consists of replacement of one cabin air system glycol distribution pump, two primary circulation pumps and two condenser water circulation pumps. The work also includes replacement of major isolation and control valves, actuators and sensors, installation of a refrigerant monitoring system and replacement of mechanical room glycol pipe insulation. On the two passenger concourses and the terminal building the glycol distribution piping insulation will be removed and replaced and a protective aluminum jacket installed.

Replacement of actuators and sensors will require coordination with the existing pneumatic control system. The existing sequence of operation of the plant will be retained. Future plans include replacement of the pneumatic control system with a direct digital (DDC) system. Selection of valves and equipment should allow replacement of the pneumatic actuators with electronic DDC type in the future.

PROJECT LOCATION: Palm Beach International Airport, Palm Beach County, Florida

LEGAL DESCRIPTION: Palm Beach International Airport, Palm Beach County, FL

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 herein below defined, in the amount of Eight Hundred Thirty Three Thousand Three Hundred Twenty Five and 00/100 Dollars (\$833,325.00) 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 dated _____, 20____, entered into a contract with the County for

Project Name: Cabin Air System Improvements

Project No.: PB 07-2

Project Description: The project consists of replacement of one cabin air system glycol distribution pump, two primary circulation pumps and two condenser water circulation pumps. The work also includes replacement of major isolation and control valves, actuators and sensors, installation of a refrigerant monitoring system and replacement of mechanical room glycol pipe insulation. On the two passenger concourses and the terminal building the glycol distribution piping insulation will be removed and replaced and a protective aluminum jacket installed.

Replacement of actuators and sensors will require coordination with the existing pneumatic control system. The existing sequence of operation of the plant will be retained. Future plans include replacement of the pneumatic control system with a direct digital (DDC) system. Selection of valves and equipment should allow replacement of the pneumatic actuators with electronic DDC type in the future.

Project Location: Palm Beach International Airport

in accordance with Design Criteria Drawings and Specifications prepared by

CH2M HILL, Inc.
3001 PGA Blvd., Suite 300
Palm Beach Gardens, Florida
(561) 904-7400 / (561) 904-7401 (FAX)

Hillers Electrical Engineering, Inc.
23257 State Road 7, Suite 100
Boca Raton, Florida 33428
561-451-9165 | 561-451-4886 (FAX)

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

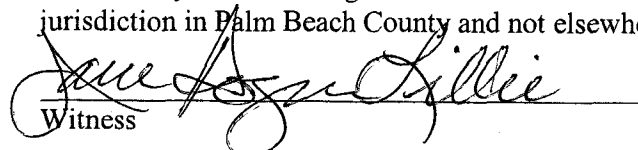
THE CONDITION OF THIS BOND is that if Principal:

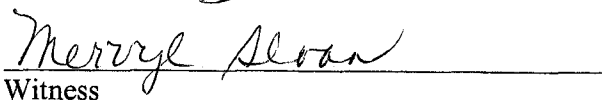
1. Performs the contract dated _____, 20____ between Principal and County for the construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

Cabin Air System Improvements
Palm Beach International Airport

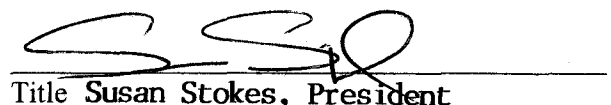
Contract Documents

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 and Surety waives notice of 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.
8. 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.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

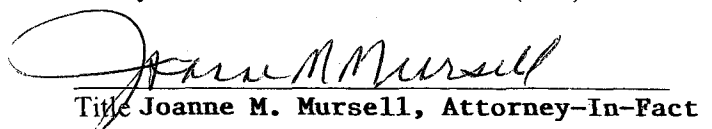

Witness


Witness

E.C. STOKES MECHANICAL CONTRACTOR, INC.
Principal (Seal)


Title Susan Stokes, President

LIBERTY MUTUAL INSURANCE COMPANY
Surety (Seal)


Title Joanne M. Mursell, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **GERALD J. ARCH, JAMES F. MURPHY, SHAWN BURTON, JOANNE M. MURSELL, ALL OF THE CITY OF FT. LAUDERDALE, STATE OF FLORIDA**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 28th day of March, 2008.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 28th day of March, 2008, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____, _____.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CORPORATE CERTIFICATE

PBC PROJECT NUMBER: PB 07-2

DATE: 3/12/09

The undersigned hereby certifies that the following are true and correct statements:

E.C. Stokes Mechanical

1. That he/she is the Secretary of Contractor, Inc. Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 27th day of February, 2009 in accordance with the laws of the State of the State of Incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Susan Stokes the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its State of Incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 12th day of March, 2009.

E. Christopher Stokes
(Signature)

E. Christopher Stokes
(Print Signatory's Name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 12th day of March, 20 09 by the Secretary of the aforesaid corporation, who is personally known to me OR who produced personally known as identification and who did _____ take an oath.


Notary Signature

Print Notary Name
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



STOKES

MECHANICAL CONTRACTOR

March 12, 2009

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406

Attn: Jerry L. Allen, AAE, Deputy Director

RE: **Project No. PB 07-2**
Cabin Air System Improvements at PBIA

RECEIVED
2009 MAR 12 PM 1:34
DEPT. OF AIRPORTS
BLDG. 846, PBIA

Dear Mr. Allen:

Enclosed please find three (3) executed originals of each of the following documents:

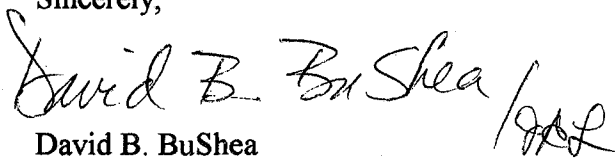
- 1) Contract
- 2) Corporate Certificate
- 3) Public Construction Bond
- 4) Disclosure of Lobbying Activities
- 5) Certificate of Insurance

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize the obligee to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract.

The Form of Guarantee is not enclosed as it indicates the work has been completed. Therefore, this form will be provided once the job is completed.

Please return one (1) fully executed copy of the Contract to us.

Sincerely,


David B. BuShea
Executive Vice President

Cabin Air System Contr Ltr

PLUMBING • AIR CONDITIONING

2001 7th Avenue North • Lake Worth, FL 33461 • (561) 582-3589 • FAX (561) 582-3602

FORM OF GUARANTEE

GUARANTEE FOR _____

We hereby, the undersigned, guarantee that the **Cabin Air System Improvements**, at **Palm Beach International Airport**, 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 the work, together with any other adjacent work 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 issuance to us of the Notice of Substantial Completion 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.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar 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. When correction work is started, it shall be carried through to completion.

DATED _____
(Notice of Substantial Completion Date)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Seal) CONTRACTOR

COUNTERSIGNED RESIDENT
AGENT IN FLORIDA: By: _____
(Signature)

(Seal) Agent SURETY

By: _____ By: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

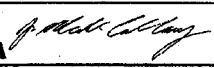
My Commission Expires: _____

Commission Number: _____

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/13/2009
PRODUCER (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 3945 W. Atlantic Avenue Delray Beach, FL 33445 lk/tc		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED EC Stokes Mechanical Contractor Inc. DBA: Stokes Mechanical Contractor Inc. 2001 7th Ave., N. Lake Worth, FL 33461		INSURERS AFFORDING COVERAGE INSURER A: Amerisure Mutual Ins Co. NAIC # 23396 INSURER B: North River Insurance Co NAIC # 21105 INSURER C: INSURER D: INSURER E:

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	GL2008218050008	04/01/2008	04/01/2009	EACH OCCURRENCE	\$	1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	10,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY	\$	1,000,000
	<input checked="" type="checkbox"/> XCU LIABILITY				GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$	2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	CA1386301060008	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> Comp Ded 500						
	<input checked="" type="checkbox"/> Coll Ded 1,000						
B	GARAGE LIABILITY	553-091096-7	04/01/2008	04/01/2009	AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	5,000,000
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 2052992-00	04/01/2008	04/01/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	OTHER Equipment Floater	IM 2043984	04/01/2008	04/01/2009	Scheduled Equipment	\$152,417	
					Leased/Rented Equip	\$100,000	
					Ded \$2,500 / 5% Wind/Hail		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: Project# PB07-02 Cabin Air System Improvements at Palm Beach International Airport
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are listed as Additional Insured under both General Liability & Umbrella as required by written contract with the Named Insured. The above referenced policies will be provided on a primary and non-contributory basis. Contractual Liability coverage for this project is included.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Department of Airports Attn: Gary Sypek 846 P.B.I.A. West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE J. Michael Callaway CIC/TCA 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work including materials, parts or equipment furnished in connection with such work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

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- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
3. The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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CG 20 10 11 85

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2008 Policy No. WC 2052992-00

Endorsement No.

Insured EC STOKES MECHANICAL CONTRACTOR, INC.

Premium \$

Insurance Company AMERISURE MUTUAL INSURANCE CO.

Countersigned by



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES


This disclosure form shall be completed by the reporting entity, whether subawardee for prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the report entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFI) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal official. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimate to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) No Lobbying Activities (Attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: _____ Yes _____ No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature:  Print Name: Susan Stokes Title: President Telephone No: 582-3589 Date: 3/12/09	
FEDERAL USE ONLY				Authorized for Local Reproduction Standard Form LLL	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046

Reporting Entity: _____ Page _____ of _____

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PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS
Jeff Koons, Chairman
Burt Aaronson, Vice Chairman
Karen T. Marcus
Shelley Vana
Jess R. Santamaria
Addie L. Greene

ATTACHMENT NO. 2

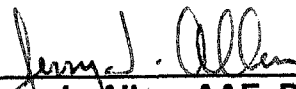
COUNTY ADMINISTRATOR
Robert Weisman
DEPARTMENT OF AIRPORTS



Based on the reviews provided by the Department of Airports Consulting Engineers and the S/DBE Office, it is our intent to award a contract to **E.C. Stokes Mechanical Contractor, Inc.** for the below listed project:

**Cabin Air System Improvements
Palm Beach International Airport
Palm Beach County Project No. PB 07-2
Department of Airports**

Total Base Bid: \$ 833,325.00



**Jerry L. Allen, AAE, Deputy Director
Palm Beach County Department of Airports**

2009 FEB 26 AM 8:52
DEPT. OF AIRPORTS
BLDG. 846. PBIA

(Removed)
RECEIVED

846 PALM BEACH INTERNATIONAL AIRPORT
West Palm Beach, Florida 33406-1470
(561) 471-7412 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT
Pahokee

PALM BEACH COUNTY PARK AIRPORT
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

CH2M HILL
3001 PGA Boulevard
Suite 300
Palm Beach Gardens, FL 33410-2896
Tel 561.904.7400
Fax 561.904.7401

February 12, 2009

Gary Sypek
Director of Planning
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

Subject: Palm Beach International Airport
Cabin Air System Improvements Project
PBC DOA Project No. PB 07-2

Dear Mr. Sypek:

CH2M HILL conducted a technical review of the two (2) bid proposals for the above referenced project. The bid proposals were submitted by KoldAire, Inc. and E.C. Stokes Mechanical Contractor, Inc. KoldAire, Inc. submitted the lower of the two bids at \$731,126.00. E.C. Stokes Mechanical Contractor, Inc. submitted the other bid at \$833,325.00. A tabular comparison of the bids is attached.

We reviewed and tabulated the required Palm Beach County documents for the bid and discovered several omissions by KoldAire, Inc. KoldAire, Inc. did not provide or complete the following:

1. Bid Price for Bid Item 2, Installation of Pigeon Netting, not included on the Bid Price Form, page BF-4.1 of 23, Attachment No. 1 to the Bid Form;
2. Signed Addendum No. 1 through Addendum No. 4 not provided;
3. Schedule 2, Letter of Intent to Perform as a SBE or W/MBE provided although total price for Subcontractor, Charles D. Belcher Electrical Services, Inc. not provided;
4. Bidder Qualifications Questionnaire, projects completed in last five years and Contractor Qualifications Statement not provided.

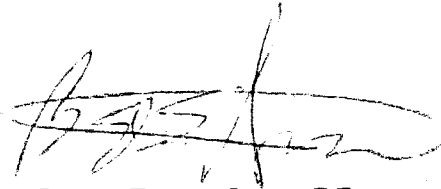
Based on our analysis, and considering the omission by KoldAire, Inc., we recommend that E.C. Stokes Mechanical Contractor, Inc. be awarded the project in the amount of \$833,325.00 as the lowest responsible bidder and as technically qualified to perform the scope of work as defined in the bid documents, subject to County legal and S/DBE Office review. Please do not hesitate to call me if you have any questions.

Gary Sypek
Page 2
February 12, 2009

Sincerely,
CH2M HILL




Daniel C. Tompkins, P.E.
Project Manager

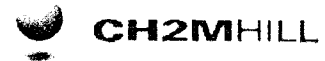


Benson Eugene Smarr, P.E.
Engineer of Record

Enclosures

Cc: Jerry Allen/DOA
Cindy Portnoy/DOA
Alex Stojanovic/Hillers
Eric Bain/CH2M Hill

	A	B	C
1	 CH2MHILL BID TABULATION CABIN AIR SYSTEM IMPROVEMENTS PALM BEACH INTERNATIONAL AIRPORT PB 07-2		
2			
3			
4			
5			
6			
7			
8			
9		Contractors	
10	Bid Form Attachments	KoldAire, Inc.	E.C. Stokes Mechanical
11	Bid Form/Acknowledgement of Receipt of Addendums (Addendum No. 1 through No. 4)	✓	✓
12	Addendum No. 1 Attached and Signed	X	✓
13	Addendum No. 2 Attached and Signed	X	✓
14	Addendum No. 3 Attached and Signed	X	✓
15	Addendum No. 4 Attached and Signed	X	✓
16	Bid Price Form (Attachment No. 1 to the Bid Form)	*✓	*✓
17	Milestone & Damages Data (Attachment No. 2 to the Bid Form)	✓	✓
18	Designation of Subcontractors (Attachment No. 3 to the Bid Form)	✓	✓
19	Prime Contractor Work (Attachment No. 4 to the Bid Form)	✓	✓
20	Bid Bond (Attachment No. 5 to the Bid Form)	✓	✓
21	Partnership Certificate (Attachment No. 6 to the Bid Form)	*✓	X
22	Statement of Participation in Contracts Subject to non-Discrimination Clause (Attachment No. 7 to the Bid Form)	✓	*✓
23	Schedule 1 List of Proposed SBE-M/WBE Subcontractors (Attachment No. 8 to the Bid Form)	✓	✓
24	Schedule 2 Letter of Intent to Perform as a SBE or W/MBE Subcontractor (Attachment No. 9 to the Bid Form)	*✓	X
25	Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities (Attachment No. 10 to the Bid Form)	✓	✓
26	Trench Safety Affidavit (Attachment No. 11 to the Bid Form)	✓	✓
27	Bidders and Subcontractors Information (Attachment No. 12 to the Bid Form)	✓	✓
28	Form of Noncollusion Affidavit (Attachment No. 13 to the Bid Form)	✓	✓
29	Bidder Qualifications Questionnaire (Attachment No. 14 to the Bid Form)	*✓	*✓
30	Certification of Business Location (Attachment No. 15 to the Bid Form)	✓	✓
31	Living Wage Certification (Contractor) (Attachment No. 16 to the Bid Form)	✓	✓
32	Living Wage Certification (Subcontractor) (Attachment No. 17 to the Bid Form)	✓	✓
33			
34	✓ Indicates that form is submitted as required		
35	*✓ Indicates that form is either not correct, incomplete, not dated, not signed, and/or Bid number is not included		
36	X Requires additional information and/or not provided		
37			



BID TABULATION
CABIN AIR SYSTEM IMPROVEMENTS
PALM BEACH INTERNATIONAL AIRPORT
PB 07-2

Bid Item	Specification No.	Description	Unit	Quantity	Engineer's Estimate	KoldAire, Inc.	E.C. Stokes Mechanical
1	ALL	Cabin Air System Improvements	LS	1	\$ 700,000.00	\$ 731,126.00	\$ 769,313.00
2	15000	Installation of Pigeon Netting	SF	28,000	\$ 50,000.00	\$ -	\$ 64,012.00
TOTAL BID					\$ 750,000.00	\$ 731,126.00	\$ 833,325.00

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/11/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB -07-2

Page/s: 1 / 3

RE: CABIN AIR SYSTEM IMPROVEMENTS PALM BEACH INTERNATIONAL AIRPORT

Consultant: CH2M HILL

Project #: PB- 07-2

Funding: State/Local

RFP/Bid Date: 2/10/2009

SBE Goal: 15%

Bidders:

A. Koldaire, Inc.

5181 NW 109th Ave.

Sunrise, FL 33351

Contact Person: Frank D. Monte, Jr.

Telephone: (954) 747-3690

Fax: (954) 747-3679

Email:

Amount: \$731,126.00 = \$731,126.00

SBE Subcontractor(s):

- | | | | |
|---|------------|-------------|-------|
| 1. Charles D. Belcher Electrical Services, Inc.
2960 Melaleuca Drive
West Palm Beach, FL 33406-5161
Contact Person: Dan Belcher
Phone: (561) 963-7773
Fax: (561) 963-1910
Email: | Electrical | \$14,885.00 | 2.04% |
|---|------------|-------------|-------|

- | | | | |
|--|------------|--------------|--------|
| 2. Pro Insulation, Inc.
12838 Temple Blvd.
West Palm Beach, FL 33412
Contact Person:
Phone: (561) 791-9449
Fax: (561) 333-9518
Email: | Insulation | \$400,000.00 | 54.71% |
|--|------------|--------------|--------|

Total: \$414,885.00 56.75%

The dollar amount on Schedule 2, Letter of Intent for Charles D. Belcher Electrical Services, Inc. is not provided.

**PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS**

TO: Jerry Allen, Deputy Director Planning/Community Affairs

Date: 2/11/2009

FROM: Notye Brewington
S/DBE Manager

Project #: PB-07-2

Page/s: 2/ 3

RE: CABIN AIR SYSTEM IMPROVEMENTS PALM BEACH INTERNATIONAL AIRPORT

Consultant: CH2M HILL

Project #: PB -07-2

Funding: State/Local

RFP/Bid Date: 02/10/2009

SBE Goal: 15%

Bidders:

B. E.C. Stokes Mechanical contractors, Inc.

2001 7th Avenue, North;

Lake worth, FL 33461

Contact Person: Susan Stokes

Telephone: (561) 582-3589

Fax: (561) 582-3602

Email:

Amount: \$833,325.00

= \$833,325.00

SBE Subcontractor(s):

1.	E.C. Stokes Mechanical Contractors, Inc	Mechanical	\$833,325.00	100.00 %
	2001 7 th Avenue North;			
	Lake Worth, FL 33461			
	Contact Person: Susan Stokes			
	Telephone: (561) 582-3589			
	Fax: (561) 582-3602			
	Email:			

Total: \$833,325.00 100.00%

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RE: CABIN AIR SYSTEM IMPROVEMENTS PALM BEACH INTERNATIONAL AIRPORT

Consultant: CH2M Hill

Project #: PB-07-2

Funding: State/Local

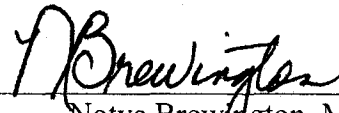
RFP/Bid Date: 02/10/2009

SBE Goal: 15%

Comments:

E. C. Stokes, the apparent lowest responsive, responsible bidder met and exceeded the fifteen percent (15%) SBE Goal.

SIGNED



Notye Brewington, MCA
S/DBE Manager

cc: Gary Sypek