

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3H-8

Meeting Date: June 8, 2010

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Work Order No. 10-025 with Farmer & Irwin (R2006-2089) in the amount of \$17,586 to provide new steel supports, patch rusted ductwork, replace damaged hurricane straps and bird screens, and paint the new pressurization fans at the Judicial Center.

B) Work Order No. 10-020 with Farmer & Irwin (R2006-2089) in the amount of \$18,753 to provide test and balance services for nine (9) stairwell fans and one (1) smoke exhaust fan at the Main Courthouse/Judicial Center, and conduct an after hours inspection with the City of West Palm Beach

Summary: The original work order (09-033) in the amount of \$188,966 was approved by the Contract Review Committee on July 5, 2009, and authorized the replacement of deteriorating existing stairwell pressurization fans and associated auxiliary equipment. Work Order No. 10-025 expands the scope of work to correct concealed and unforeseen damage. This work has been completed. The scope identified in Work Order 10-020 includes pressurization re-testing of all doors from the stairwell required by the City of West Palm Beach Building Official but not noted as an original permit condition. Approval of Work Orders 10-020 and 10-025 require Board approval as the cumulative value of the project exceeds \$200,000. The Small Business Enterprise (SBE) goal is 15%. The SBE participation in these work orders is 0%. When the participation for these work orders is added to the HVAC Annual Contract total participation-to-date, the resulting values are 76.6%. **(FD&O Admin) District 7 (JM)**

Background & Justification: BCC approval is required on these work orders because these two (2) work orders bring the total value of the project over \$200,000. This project was bid among our pool of Annual HVAC Contractors in June 2009 with Farmer & Irwin determined as the lowest responsive bidder.

Attachments:

1. Location Map
2. Work Order 10-025
3. Work Order 10-020
4. Budget Availability Statements

Recommended by:

Anthony Wolf
Department Director

5/29/10

Date

Approved by:

[Signature]
County Administrator

6/2/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2010	2011	2012	2013	2014
Capital Expenditures	\$38,339	0	0	0	0
		0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$38,339	0	0	0	0
# Additional FTE Positions (Cumulative)	—	—	—	—	—

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund: 3804 Dept: 411 Unit: B420 Object: 4907 \$17,586
Fund: 0001 Dept: 410 Unit: 5250 Object: 4610 \$20,753

Reporting Category _____
① Construction cost \$17,586
Total cost \$17,586
② Construction cost \$18,753
contingency \$ 2,000
Total \$20,753
\$38,339

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

OFMB N. Diaz 6/3/10
6/2/10 6/2/10

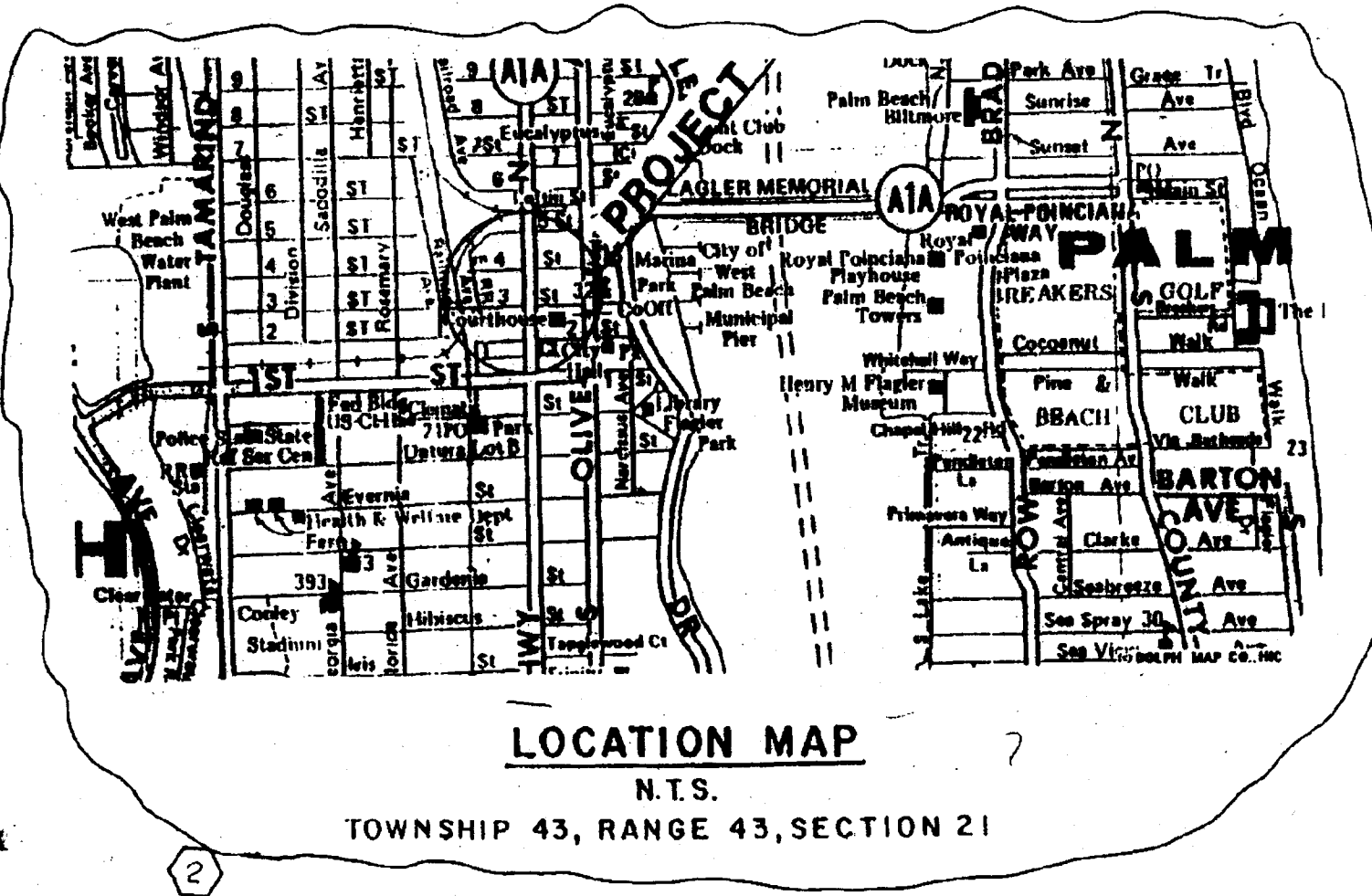
Dr. J. Jacobson 6/4/10
Contract Dev. and Control
E. Jones 6/4/10

A. Legal Sufficiency:
Assistant County Attorney 6/4/10

This item complies with current County policies.

A. Other Department Review:

Department Director



WORK ORDER
Work Order # 10-025
Annual Contract: HVAC
R-2006-2089

To: **Farmer & Irwin Corporation**
3300 Avenue K
Riviera Beach, FL 33404
Attention: Mr. Dave Elbers

Project Location: 205 North Dixie Hwy., WPB (4297499)

Project # 09489

Title: Judicial Center – smoke / exhaust fans – stairwell pressurization fans

Scope of Work: Paint 10 new rooftops fans, new steel supports and new isolators. Painting to be done at Farmer & Irwin and touched up on the job site after installation. Patch 4 rusted through areas of existing rooftop ductwork on SF-9, 11 and EF-15. Replace 8 broken hurricane straps on SF-9, 11, 12, EF-15, SP-2 and SP-3. Replace 3 damaged bird screens on SF-9, SP-2 and SP-3.

Amount of W.O.: **\$17,586.00**

Requisition Date: 5/17/10

Account Number: 3804-411-B402-4907

*Approval of this Work Order will rescind and replace Work Order 09-051.

Vendor Code: VC0000005210

District: 7

PBC Representative:

Procurement & Project Implementation Group

Date

Approval:

Director, Facilities Development & Operations

Date

Approval:

Board of County Commissioners

Date

Acknowledgment:

Farmer & Irwin Corporation

Date

SBE % Participation-to-Date ____%

SBE % Participation this W.O. 0 %

*Specific goals for this contract are 15%.

COPIES TO: ☐ Contract Development & Control
☐ Finance
☐ Fixed Assets
☐ FD&O Fiscal

FARMER & IRWIN CORPORATION

Mechanical Contractors

P.O. Box 10117 3300 Avenue K
RIVIERA BEACH, FLORIDA 33404
Phone: (561) 842-5316
Fax: (561) 842-5999

REQUEST for CHANGE ORDER

If approved please sign and return yellow copy to Farmer & Irwin Corp.

TO: Palm Beach County Board of Commissioners 2633 Vista Parkway West Palm Beach, FL 33411 Attn: Alla Padilla	Project: PBC Courthouse Fans
	A/E Reference:
	G C Reference:
	Requested by: Architect/Engineer

Description of change:	Paint 10-new rooftop fans, new steel supports and new isolators. Painting to be done at Farmer & Irwin and touched up on the job site after installation. Painting, touch up or patching of existing ductwork is not included in this change order.
Drawings affected:	

Gentlemen:
We have received and reviewed your request and find that mechanical work is involved
It therefore appears necessary to prepare a cost proposal at this time

SCOPE: mechanical work	PROPOSAL:
Inclusions: See above.	TOTAL MATERIALS \$0
	TOTAL LABOR (Manhours) 6 \$331
	TOTAL SUBCONTRACTS & RENTALS \$12,699
Exclusions: Premium time labor.	OTHER DIRECT COSTS \$0
All painting on job site during normal hours.	TOTAL DIRECT COST \$13,030
Painting or touch up of any existing ductwork.	OVERHEAD COSTS (SUBS) @ 6.00% \$762
	OVERHEAD COSTS (STD.) @ 10.00% \$33
	TOTAL COST \$13,825
	PROFIT @ 10.00% \$1,383
	SUBTOTAL \$15,208
	BOND @ 0.00% \$0
	TOTAL THIS PROPOSAL \$15,208

This proposal may be withdrawn by us if not accepted within 90 working days.
Time extension requested: 20 working days

Submitted by: Dave woodhouse	Approved by:
Date: 7/14/2009	Signature:
F&I Job number: 92079-A	
F&I request #: 1	Revision #: Date:

FARMER & IRWIN CORPORATION

Mechanical Contractors

P.O. Box 10117 3300 Avenue K
RIVIERA BEACH, FLORIDA 33404
Phone: (561) 842-5316
Fax: (561) 842-5999

REQUEST for CHANGE ORDER

If approved please sign and return yellow copy to Farmer & Irwin Corp.

TO: Palm Beach County Board of Commissioners 2633 Vista Parkway West Palm Beach, Fl 33411 Attn: Allen Padilla	Project: PBC Courthouse Fans
	A/E Reference:
	G C Reference:
	Requested by: Owner

Description of change:	Patch 4 rusted though areas of exiting rooftop ductwork on SF-9, 11 and EF-15. Replace 8-broken hurricane straps on SF-9, 11, 12, EF-15, SP-2 and SP-3 Replace 3 damaged bird screen on SF-9, SP2 and SP-3 All materials to match existing.
Drawings affected:	

Gentlemen:
We have received and reviewed your request and find that mechanical work is involved
It therefore appears necessary to prepare a cost proposal at this time

SCOPE: mechanical work	PROPOSAL:
Inclusions: 16 gauge hurincane straps. Galv metal to patch existing ductwork Galv metal wire mesh for bird screen. All repairs painted to match.	TOTAL MATERIALS \$572 TOTAL LABOR (Manhours) 32 \$1,393 TOTAL SUBCONTRACTS & RENTALS \$0 OTHER DIRECT COSTS \$0 TOTAL DIRECT COST \$1,965 OVERHEAD COSTS (SUBS) @ 6.00% \$0 OVERHEAD COSTS (STD.) @ 10.00% \$197 TOTAL COST \$2,162 PROFIT @ 10.00% \$216 SUBTOTAL \$2,378 BOND @ 0.00% \$0
Exclusions: Engineering. Premium time labor.	
	TOTAL THIS PROPOSAL \$2,378

This proposal may be withdrawn by us if not accepted within 90 working days.
Time extension requested: 20 working days

Submitted by: Dave Woodhouse	Approved by:
Date: 8/27/2009	Signature:
F&I Job number: 92079-A	
F&I request #: 3 duct repa	Revision #: Date:

White Yellow/ Client

Pink/ FI Project Manager

Blue/ FI Accounting Dept.

WORK ORDER
Work Order #10-020
Annual Contract: HVAC

R2006-2089

To: **Farmer & Irwin Corporation**
3300 Avenue K
Riviera Beach, FL 33404
Attention: Mr. Dave Elbers

Project Location: 205 North Dixie Hwy., WPB (4297499)

Project # 09489

Title: Judicial Center – smoke / exhaust fans

Scope of Work: Provide test and balance services for nine (9) stairwell fans and one (1) smoke exhaust fan. Conduct after hours inspection with the City of West Palm Beach.

Amount of W.O.: **\$18,753.00**

Requisition Date: 04/28/2010

Account Number: 0001-410-5250-4610

Vendor Code: VC0000005210

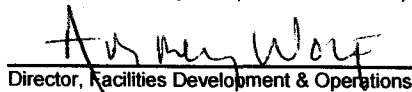
District: 7

PBC Representative:


Procurement & Project Implementation Group

5/7/10
Date

Approval:


Director, Facilities Development & Operations

5/18/10
Date

Approval:

County Attorney

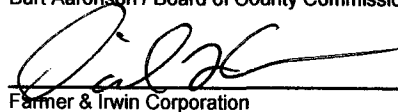
Date

Approval:

Burt Aaronson / Board of County Commissioners

Date

Acknowledgment:


Farmer & Irwin Corporation

5/6/2010
Date

SBE % Participation-to-Date ____%

SBE % Participation this W.O. 0 %

*Specific goals for this contract are 15%.

- COPIES TO: ☐ Contract Development & Control
☐ Finance
☐ Fixed Assets
☐ FD&O Fiscal

Attachment 3

FARMER & IRWIN CORPORATION

Mechanical Contractors
P.O. Box 10117 3300 Avenue K
RIVIERA BEACH, FLORIDA 33404
Phone: (561) 842-5316
Fax: (561) 842-5999

REQUEST for CHANGE ORDER

If approved please sign and return yellow copy to Farmer & Irwin Corp.

TO: Palm Beach County Board of Commissioners 2633 Vista Parkway West Palm Beach, Fl 33411 Attn: Allen Padilla	Project: PBC Fans
	A/E Reference:
	G C Reference:
	Requested by: Owner

Description of change:	Test & Balance 9 supply fans and 1 smoke evac fan. Test stairwell pressures with exterior door open 4"for fire hose, all other doors closed. Supervision of T&B and inspections. Inspection costs are estimated. Any additional inspection fees above what is estimated will be billed as an extra to this change order. T&B per scope attached from T&B contractor.
Drawings affected:	

Gentlemen:
We have received and reviewed your request and find that mechanical work is involved
It therefore appears necessary to prepare a cost proposal at this time

SCOPE: mechanical work	PROPOSAL:
Inclusions: T&B during normal working hours Monday through Friday.	TOTAL MATERIALS \$0
	TOTAL LABOR (Manhours) 80 \$5,277
	TOTAL SUBCONTRACTS & RENTALS \$10,608
Exclusions: Premium time labor for inspection only.	OTHER DIRECT COSTS \$0
Pulley changes.	TOTAL DIRECT COST \$15,885
Sensor calibration or replacement.	OVERHEAD COSTS (SUBS) @ 6.00% \$636
Repair or replacement of dampers or actuators.	OVERHEAD COSTS (STD.) @ 10.00% \$528
Repair doors or closures.	TOTAL COST \$17,049
Permit renewal fees.	PROFIT @ 10.00% \$1,705
Additional inspection fees other than those included in this change.	SUBTOTAL \$18,753
	BOND @ 0.00% \$0
	TOTAL THIS PROPOSAL \$18,753

This proposal may be withdrawn by us if not accepted within 90 working days.
Time extension requested: 20 working days

Submitted by: Dave Woodhouse	Approved by:
Date: 4/27/2010	Signature:
F&I Job number: 92079-A	
F&I request #: T&B	Revision #: Date:

JOB NAME		JOB#: 92079-A							
RCO #	T&B	MATERIALS & SUBS			LABOR HOURS				
CODE	DESCRIPTION	Delete	Add	Balance	Delete	Add	Balance		
52-520	SMALL EQUIPMENT			0			0		
52-520	WELDED PIPE SYSTEMS			0			0		
52-520	THREADED PIPE SYSTEMS			0			0		
52-520	SOLDER PIPE SYSTEMS			0			0		
52-520	BRAZED PIPE SYSTEMS			0			0		
52-520	GROOVED PIPE SYSTEMS			0			0		
52-520	GLUED PIPE SYSTEMS			0			0		
52-520	SS PIPE SYSTEMS			0			0		
52-521	REFRIGERATION SYSTEMS			0			0		
52-526	HANGERS-SUPPORTS			0			0		
52-520	VALVES-STRAINERS			0			0		
52-520	FLOW MEASURING			0			0		
52-520	FLEX CONNECTIONS			0			0		
52-520	INSTRUMENTATION			0			0		
52-520	ACCESS DOORS			0			0		
52-520	SLEEVES & FIRE SAFING			0			0		
52-520	IDENTIFICATIONS			0			0		
52-520	SPECIALS (from Estimation soft.)			0			0		
52-520	IN-HOUSE INSULATION			0			0		
52-520	CONSUMABLES	N/A	N/A	0			0		
50-598	DEMOLITION			0			0		
50-599	EXCAVATION			0			0		
SUBTOTAL DATA BASE ITEMS				0			0		
52-527	PRE-INSULATED PIPE			0			0		
4-401	DX - HP - ROOFTOP EQUIPMENT			0			0		
4-402	CHW AIR SIDE EQUIPMENT			0			0		
4-402	FILTERS & HOUSINGS			0			0		
4-403	CHILLERS - ICE STORAGE			0			0		
4-403	COOLING TOWERS			0			0		
4-400	Siemens and Inspection			0		32	32		
4-400	T&B Supervision			0		40	40		
4-400	HEATERS - E. RECOVERY UNITS			0			0		
4-400	BOILERS - HEAT EXCHANGERS			0			0		
4-400	HYDRONIC ITEMS			0			0		
4-410	PUMPS			0			0		
4-410	INERTIA BASES-VIB. ISOLATION			0			0		
4-414	STARTERS - VFDs			0			0		
SUBTOTAL QUOTED ITEMS				0			0		
1-108	WAREHOUSE TRAILER/CONTAINER			0			0		
1-108	FIELD OFFICE & UTILITIES - PHONE			0			0		
1-109	TEMPORARY COOLING			0			0		
8-800	DUMPSTER - CLEAN UP			0			0		
8-811	RENTALS w/o operator			0			0		
8-850	TRAVEL EXPENSES			0			0		
8-899	OTHER MISCELLANEOUS			0			0		
52-520	SPECIAL FREIGHT CHARGES			0			0		
SUBTOTAL DIRECT JOB EXPENSES				0			0		
6.50%	SALES TAX			0			0		
2.60%	WARRANTY			0			0		
8.50%	SHOP DRAWINGS			0			0		
10.40%	WAREHOUSE/DELIVERY			0			0		
0.00%	OTHER			0			0		
TOTAL MAT.- EQUIPMENT				0			0		
7-700	LABOR FORCE			0					
7-701	OUTSIDE SHEET METAL			0					
7-702	INSULATION			0					
7-703	CONTROLS			0					
7-704	TEST & BALANCE		6,400	6,400					
7-705	Inspection Fees 100 per hour x 32 mech + 8 Fire		4,000	4,000					
7-706	PAINTING			0					
7-709	ELECTRICAL			0					
7-710	CONCRETE CUTTING - CIVIL WORK			0					
7-711	STRUCTURAL			0					
7-712	ROOFING			0					
7-715	SALVAGE OUTFIT			0					
7-715	TEMPORARY COOLING OUTFIT			0					
7-715	EXCAVATION w/operator			0					
7-715	RENTALS w/operator			0					
7-700	OTHER			0					
2.00%	INSURANCE COST		208	208					
TOTAL RENTALS & SUBCONTRACTORS				10,608					
CREW SIZE	LABOR	REG Hrs	O.T Hrs (x 0.5)	D.T Hrs (x 1)	RATE \$ / HR	FRINGES \$ / Hr	TOTAL Reg Labor	TOTAL Premiums	TOTAL Fringes
1	SUPERVISION (non-productive)	8	0	0	30.88	8.61	246.88	0.00	68.88
1	FOREMAN	72	16	16	29.61	8.61	2,131.92	710.64	619.92
1	JOURNEYMAN	0	0	0	25.71	8.61	0.00	0.00	0.00
N/A	EXCAVATION	0	0	0	25.00	26.90	0.00	0.00	0.00
N/A	FABRICATION PREP & SKETCHS	0	0	0	24.50	6.25	0.00	0.00	0.00
N/A	ESTIMATING & CAD DESIGN	0	0	0	29.95	7.25	0.00	0.00	0.00
SUB-TOTALS		80	16	16			2,378.80	710.64	688.80
LABOR BURDEN									
		A. Social Security				7.65%	181.98	54.36	N/A
		B. State / Fed Unemployment				6.20%	147.49	44.06	N/A
		C. Worker's Compensation				8.13%	193.40	N/A	N/A
		D. Liability Insurance				5.71%	135.83	N/A	N/A
		E. Umbrella Insurance				2.73%	64.94	19.40	N/A
		F. Vacation & holiday pay (labor only)					237.88	N/A	N/A
		G. Vehicles expenses				7.25%	172.46	51.52	N/A
		H. Small tools				2.61%	62.09	18.55	N/A
		I. Safety meetings				3.70%	88.02	26.29	N/A
SUBTOTALS \$							3,662.88	924.83	688.80
TOTAL LABOR \$									5,276.80

TOTAL MANHOURS 72

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

Bond No.: 09004705

CONTRACTOR:

Name: Farmer & Irwin Corp.
Address: 3300 Avenue K
Riviera Beach, FL 33404

Phone No. 561-842-5316

SURETY:

Name: Fidelity and Deposit Company of Maryland
Address: Contract Surety Bond Claims c/o Zurich
1400 American Lane
Schaumburg, IL 60196

Phone No. 407-629-1955

OWNER:

Name: Palm Beach County Board of County Commissioners
Address: Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

Phone No. 561-233-2060

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____
Address: _____

Phone No.

Bond Amount: \$225,305.00

Project No. 09489

Description of Work: Judicial Center – Smoke/Exhaust Fans

Project Location: 205 N. Dixie Highway, West Palm Beach, FL

Legal Description: 205 N. Dixie Highway, West Palm Beach, FL

FRONT PAGE

All other Bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 09004705

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Farmer & Irwin Corp.
3300 Avenue K
Riviera Beach, FL #3404

SURETY (Name and Principal Place of Business):

Fidelity and Deposit Company of Maryland
Contract Surety Bond Claims c/o Zurich
1400 American Lane
Schaumburg, IL 60196

OWNER (Name and Address):

Palm Beach County Board of County Commissioners
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

CONSTRUCTION CONTRACT

Date: July 15, 2009

Amount: (\$ 225,305.00) Two Hundred Twenty Five Thousand Three Hundred Five Dollars and 00/100

Description (Name and Location): Judicial Center - Smoke/Exhaust Fans Project No. 09489

Annual Contract: HVAC R-2006-2089

BOND

Date (Not earlier than Construction Contract Date): May 7, 2010

Amount: (\$ 225,305.00) Two Hundred Twenty Five Thousand Three Hundred Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Farmer & Irwin Corp.

Signature:

Name and Title: **STEVEN R. IRWIN**
PRESIDENT

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature:

Name and Title: **Anett Cardinale**
Attorney-in-Fact

Florida Licensed Resident Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Willis of Florida, Inc.
3000 Bayport Drive, Suite 300
Tampa, Florida 33607
(813) 281-2095

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 09004705

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Farmer & Irwin Corp.
3300 Avenue K
Riviera Beach, FL #3404

OWNER (Name and Address):

Palm Beach County Board of County Commissioners
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

SURETY (Name and Principal Place of Business):

Fidelity and Deposit Company of Maryland
Contract Surety Bond Claims c/o Zurich
1400 American Lane
Schaumburg, IL 60196

CONSTRUCTION CONTRACT

Date: July 15, 2009

Amount: (\$225,305.00) Two Hundred Twenty Five Thousand Three Hundred Five Dollars and 00/100

Description (Name and Location): Judicial Center - Smoke/Exhaust Fans Project No. 09489

Annual Contract: HVAC R-2006-2089

BOND

Date (Not earlier than Construction Contract Date): May 7, 2010

Amount: (\$ 225,305.00) Two Hundred Twenty Five Thousand Three Hundred Five Dollars and 00/100

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Farmer & Irwin Corp.

Signature:

Name and Title: **STEVEN R. IRWIN**
PRESIDENT

(Any additional signatures appear on page 6)

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature:

Name and Title: **Anett Cardinale**
Attorney-in-Fact

Florida Licensed Resident Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Willis of Florida, Inc.
3000 Bayport Drive, Suite 300
Tampa, Florida 33607
(813) 281-2095

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitations in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and

engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:
PARAGRAPH 4 IS AMENDED TO INSERT SUB-PARAGRAPH 4.3 WHICH STATES: 4.3 CLAIMANT HAS FURNISHED TO SURETY PROOF OF CLAIM DULY SWORN TO BY CLAIMANT WITH ADEQUATE SUPPORTING DOCUMENTATION PROVING THE AMOUNT CLAIMED IS DUE AND PAYABLE.

PARAGRAPH 5 SHALL BE AMENDED TO DELETE THE WORD "OR" AND INSERT THE WORD "AND" IN ITS PLACE.

PARAGRAPH 6 AND ITS SUB PARAGRAPHS 6.1 AND 6.2 SHALL BE DELETED IN THEIR ENTIRETY.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTE, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(8), ARE INCORPORATED IN THIS BOND BY REFERENCE.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____ Attorney-in-Fact
Address: _____

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint James W. DUNN, David H. CARR, Carol H. HERMES, Anett CARDINALE, Margaret A. GINEM, Linda HORN and Denise TAYLOR, all of Tampa, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Consents to Release of Retainage and/or Final Estimates on Construction Contracts required by the Department of Transportation, State of Florida and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of James W. DUNN, David H. CARR, Carol H. HERMES, Anett CARDINALE, M.L. GRAY, Margaret A. GINEM, Linda HORN, Denise TAYLOR, dated August 10, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 20th day of April, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Theodore G. Martinez

By:

Assistant Secretary

Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

On this 20th day of April, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 7th day of May, 2010.

Gerold F. Halby

Assistant Secretary

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/18/10

REQUESTED BY: Allen Padilla

PHONE: 233-2053

PROJECT TITLE: Judicial Ctr. Stairwell Pressurization Fans

PROJECT NO.: 09489

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

LOCATION DESCRIPTION: Courthouse at Judicial Center

BUILDING NUMBER: 603

CONTRACTOR/CONSULTANT NAME: Farmer and Irwin Corp.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Paint 10 new rooftop fans, new steel supports and new isolators. Painting to be done at Farmer & Irwin and touched up on the job site after installation. Patch 4 rusted through areas of existing rooftop ductwork on SF-9, 11 and EF- 15. Replace 8 broken hurricane straps on SF-9, 11, 12, EF-15, SP-2 and SP-3. Replace 3 damaged bird screens on SF-9, SP-2 and SP-3.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	<u>\$17,586.00</u>
ARCHITECT/ENGINEER/CONSULTANT	<u>NA</u>
*STAFF COSTS	<u>NA</u>
EQUIPMENT/ <u>OTHER</u>	<u>NA</u>
CONTINGENCY	<u>NA</u>
TOTAL	<u>\$17,586.00</u>

*By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: AGENCY: ORG: OBJ: SUBOBJ:

☒ AD VALOREM ☐ OTHER ☐ FEDERAL/DAVIS BACON

3804-411-B402-4907

SUBJECT TO INSPECTOR GENERAL FEE ☐ YES ☒ NO

BAS APPROVED BY Kyr Lykes DATE: 5/18/10

ENCUMBRANCE NUMBER: _____

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/27/2010

Wo # 4297499

REQUESTED BY: Allen Padilla

PHONE: 233-2053

PROJECT TITLE: Jud Ctr Smoke/ Exhaust Fans

PROJECT NO.: 09489

LOCATION: 603

LOCATION DESCRIPTION: Courthouse at Judicial Center

BUILDING NUMBER:

CONTRACTOR/CONSULTANT NAME: Farmer and Irwin Corp.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Provide test and balance services for nine (9) stairwell fans and one (1) smoke exhaust fan. Conduct after hours inspection with the City of West Palm Beach.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	18,753.00
ARCHITECT/ENGINEER/CONSULTANT	
*STAFF COSTS	1,280.00
EQUIPMENT/ OTHER	
CONTINGENCY	2,000.00
TOTAL	22,033.00

\$20,753.00

*By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

0001-410-5250-4610

FUND: AGENCY: ORG: OBJ: SUBOBJ:

☒ AD VALOREM

☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO INSPECTOR GENERAL FEE

☐ YES

☒ NO

BAS APPROVED BY

DATE: 4/27/10

ENCUMBRANCE NUMBER:

ATTACHMENT #

4