

4D-2

Department: Facilities Development & Operations

Motion and Title: Staff recommends motion to approve: Work Order No. 12-013 with E.C. Stokes Mechanical Contractor, Inc. (R-2010-0068) in the amount of \$202,606 for the Supervisor of Elections (SOE) Chiller Replacement and new Energy Management System (EMS).

Background & Policy Issues: The existing chiller has reached the end of its useful life and it has become increasingly difficult and expensive to maintain. The Energy Management System is being upgraded to the latest technology to increase efficiency, ease maintenance, and provide for better serviceability. This is a scheduled maintenance replacement as part of the approved repair and replacement budget. Bids were opened on April 12, 2012, and E.C. Stokes Mechanical Contractor, Inc. submitted the lowest responsive, responsible bid.

1. Location Map
2. Budget Availability Statement
3. Bid Summary
4. Work Order w/bond

Approved by: for *RC Baker* 4/26/12
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$222,866.00	\$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	\$222,866.00	\$0	\$0	\$0	\$0
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget: Yes x No

Budget Account No:

Fund: 3804 Dept: 411 Unit: B511 Obj: 4907 \$222,866

Reporting Category

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

Funds are from the 5 year CIP/Renewal/Replacement Fund.

Departmental Fiscal Review:

Construction \$202,606
Contingency \$ 20,260
Total Cost 222,866

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

[Signature]
OFMB 4/23/12

[Signature] 4/25/12
Contract Development & Control
4-25-12 B. W. Keller

A. Legal Sufficiency:

[Signature] 4/25/12
Assistant County Attorney

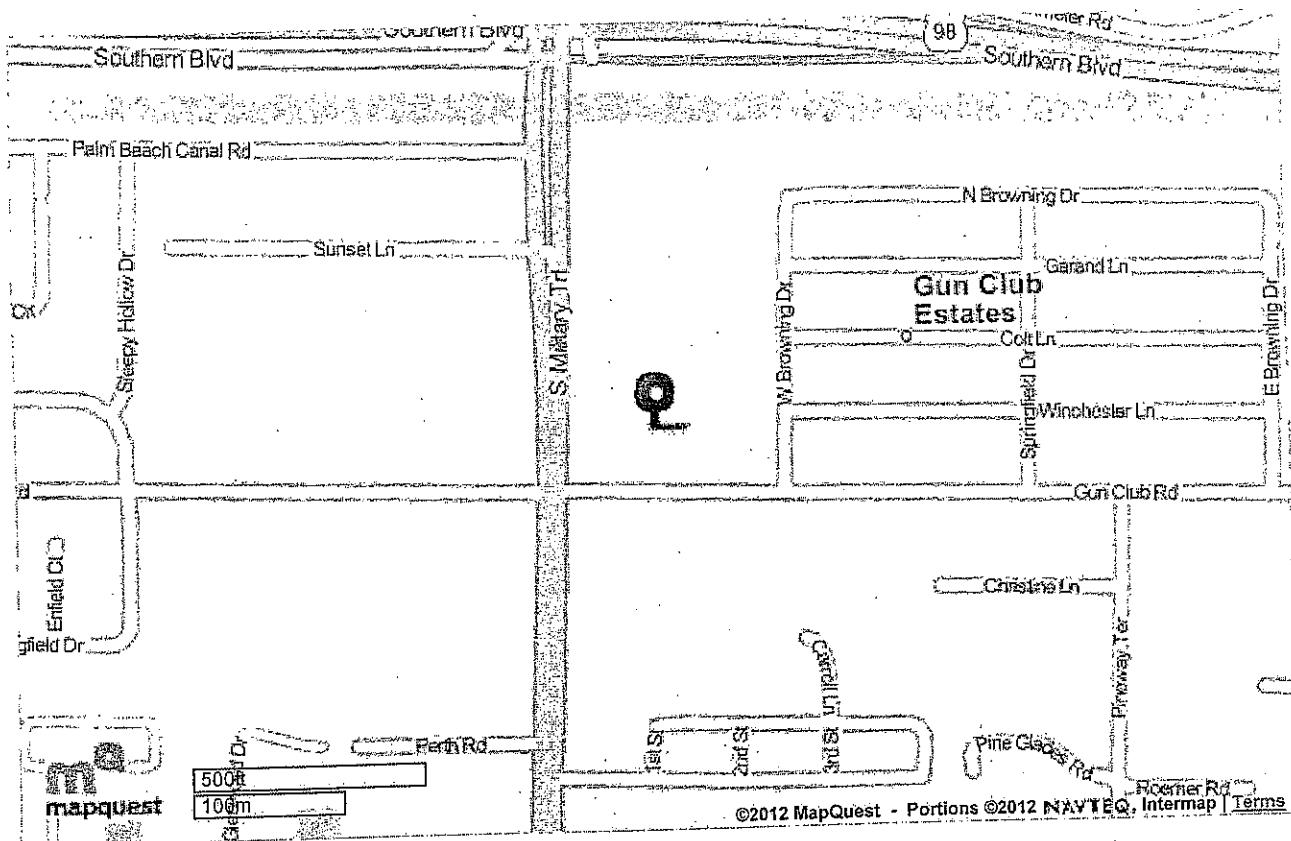
This item complies with current
County policies.

A. Other Department Review:

Department Director

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

LOCATION MAP



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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/17/12

REQUESTED BY: Anil Patel
PHONE: 233-0271

PROJECT TITLE: SOE Chiller Replacement & New EMS

PROJECT NO.: 12324

LOCATION: 240 S. Military Trail, WPB

LOCATION DESCRIPTION: Supervisor of Elections

BUILDING NUMBER: 1415

CONTRACTOR/CONSULTANT NAME: E.C. Stokes Mechanical

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Demolition and replacement of existing chiller (including pumps, piping valves and associated accessories), temporary chiller for uninterrupted services, and replacement of existing EMS.

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

CONSTRUCTION	\$202,606.00
ARCHITECT/ENGINEER/CONSULTANT	NA
STAFF COSTS*	\$
EQUIPMENT/ <u>OTHER</u>	NA
CONTINGENCY	\$ 20,260.00
TOTAL	\$222,866.00

*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)

FUND: 3804 DEPT: 411 UNIT: B511 OBJ: 4907 SUBOBJ:

☒ AD VALOREM ☐ OTHER / GRANT(S) ☐ FEDERAL/DAVIS BACON

If Grant(s), specify name of Grant(s): _____

SUBJECT TO INSPECTOR GENERAL FEE ☒ YES ☐ NO

BAS APPROVED BY _____ DATE: 4-18-12

ENCUMBRANCE NUMBER: _____

BID SUMMARY
Project Name:
SOE Chiller Replacement and New Energy Management System
Project: 12324
Bid Opening: April 12, 2012

Contractor	The Airtex Corporation	Farmer & Irwin Corporation	Horizon Air Conditioning	Kerney & Associates, Inc	Precision Air Systems	Stokes Mechanical Contractor
BID	\$269,400.00	NO BID SUBMITTED	\$209,336.00	\$280,529.00	\$236,870.00	\$202,606.00
ALTERNATE No. 1	\$12,120.00	N/A	\$12,580.00	\$11,140.00	\$12,000.00	\$7,500.00
ADDENDUM ACKNOWLEDGED 1 & 2	N/A	N/A	N/A	N/A	N/A	N/A
ATTACHMENT 1 (BID BOND)	N/A	N/A	N/A	N/A	N/A	N/A
ATTACHMENT 2 (SBE SCHEDULE 1)	√ 85.5%	N/A	√ 100%	√ 0%	√ 21.5%	√ 25%
ATTACHMENT 2 (SBE SCHEDULE 2)	√	N/A	√	√	N/A	√
ATTACHMENT 3 (LIST OF SUB- CONTRACTORS)	N/A	N/A	N/A	N/A	N/A	N/A
ATTACHMENT 4 (TRENCH SAFETY AFFIDAVIT)	N/A	N/A	N/A	N/A	N/A	N/A
ATTACHMENT 6 (CERTIFICATION OF BUSINESS LOCATION)	N/A	N/A	N/A	N/A	N/A	N/A
ATTACHMENT 5A (GLADES CERTIFICATION OF BUSINESS LOCATION)	N/A	N/A	N/A	N/A	N/A	N/A
FEDERAL REQUIRED DOCUMENTS	N/A	N/A	N/A	N/A	N/A	N/A

Bid Documents Opened By:

D. Lange

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

Bid Documents Recorded By:

[Signature]

WORK ORDER
Work Order #12-013
Annual Contract: HVAC
R-2010-0068

To: **E.C. Stokes Mechanical Contractors, Inc.**
2001 7th Avenue North
Lake Worth, FL 33461
Attn: Susan Stokes

Project Location: 240 So. Military Trail, West Palm Beach
Project # 12324

Title: Supervisor of Elections Chiller Replacement and New EMS

Scope of Work: Furnish all material, permits, labor, supervision, and supplies necessary and reasonably incidental to demolition and replacement of existing chiller (including pumps, piping valves, and associated accessories), temporary chiller for uninterrupted services, and replacement of existing energy management system per the specifications and drawings provided by Capital Improvements Division.

Amount of W.O.: \$202,606.00

Requisition Date: 04/18/12

Account Number: (FDO-12HVAC)

Vendor Code: ECST0001

District: 2

PBC Representative: John Chesher 4-18-12
Capital Improvements Division Date

Approval: Army Wolf 4/19/12
Director, Facilities Development & Operations Date

Approval: [Signature] 4/25/12
County Attorney Date

Approval: _____
Shelley Vana, Chair, Board of County Commissioners Date

Acknowledgment: [Signature] 4-17-2012
Susan Stokes, E.C. Stokes Mechanical Contractors, Inc. Date

SBE % Participation-to-Date 32.78 %

SBE % Participation this W.O. 25 %

*Specific goals for this contract are 15%.

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

PUBLIC CONSTRUCTION BOND

BOND NUMBER 964115114

BOND AMOUNT \$202,606.00

CONTRACT AMOUNT \$202,606.00

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: 175 Berkeley Street
Boston, MA 02116

SURETY'S PHONE: 800-367-2230

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: Demolition and replacement of existing chiller (including pumps, piping valves and associated accessories), temporary chiller for uninterrupted services, and replacement of existing EMS.

PROJECT LOCATION: 240 S. Military Trail, West Palm Beach, FL 33416

LEGAL DESCRIPTION: 240 S. Military Trail, West Palm Beach, Palm Beach County, FL 33416

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of:

Two Hundred Two Thousand, Six Hundred Six Dollars and Zero Cents
(\$202,606.00)

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 entered into a contract with the County for

Project Name: Supervisor of Elections (SOE) Chiller Replacement & New Energy Management System (EMS)
Project No.: 12324
Project Description: Demolition and replacement of existing chiller (including pumps, piping valves and associated accessories), temporary chiller for uninterrupted services, and replacement of existing EMS.
Project Location: 240 S. Military Trail, WPB, FL 33416

in accordance with Drawings and Specifications prepared by

JOHNSON LEVINSON RAGAN DAVILA (JLRD, Inc.)
1450 Centrepark Blvd., Suite 350
West Palm Beach, FL 33401
Phone: 561 689-2303 - Fax: 561 689-2302

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of SOE Chiller Replacement and New EMS, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

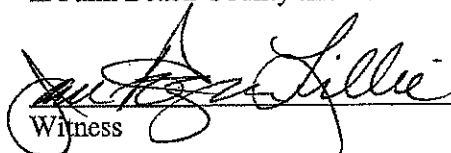
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

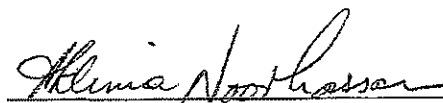
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under 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.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

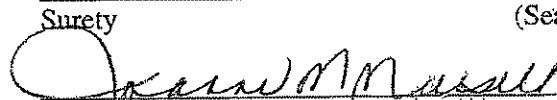

Witness


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

FORM OF GUARANTEE

Bond #964115114

GUARANTEE FOR (Contractor and Surety Name) E.C. Stokes Mechanical Contractor, Inc. and Liberty Mutual Insurance Company

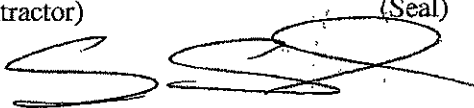
We the undersigned hereby guarantee that the **Supervisor of Elections Chiller Replacement and New Energy Management System, Project No. 12324**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

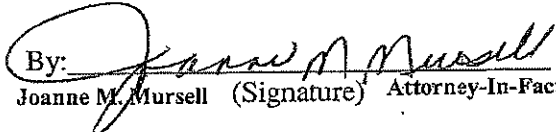
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

E.C. Stokes Mechanical Contractors, Inc.
(Contractor) (Seal)

By: 
(Signature)

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)

By: 
Joanne M. Mursell (Signature) 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.

5184843

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, GERALD J. ARCH, JAMES F. MURPHY, SHAWN A. BURTON, JOANNE M. MURSELL, MICHAEL A. HOLMES,

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 surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this

22nd day of February, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

On this 22nd day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company; and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely 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 Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XII - 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 surely 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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that 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.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full and correct copy and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of April, 20 12.



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

To confirm the validity of this Power of Attorney call
1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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