

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 14, 2018

☒ **Consent**
☐ **Workshop**

☐ Regular
☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 18-020 with E.C. Stokes Mechanical Contractor, Inc., in the amount of \$219,612 for the replacement of air handler units #10 and #27 at the Palm Beach County Sheriff's Office (PBSO) Administration Building on Gun Club Road.


Summary: The work consists of the replacement of two (2) air handler units at the PBSO Administration Building. The existing equipment is more than twenty (20) years old, requires frequent repairs and is increasingly difficult to ensure continued operation. The new equipment will be of the latest technology, will increase the overall building energy efficiency and will reduce long term operational and maintenance cost. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. E.C. Stokes Mechanical Contractor, Inc. is an SBE and participation for this work order is 100%. E.C. Stokes Mechanical Contractor, Inc. is a Palm Beach County business. The funding source for this work is from the Public Building Improvement Fund. The total construction duration is 120 days. **(Capital Improvements Division) District 2 (LDC)**

Background and Justification: Bids for this project were opened on April 19, 2018, E.C. Stokes Contractor, Inc. was the lowest responsible bidder of the three (3) bids received.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Bid Summary
4. Work Order No. 18-020

Recommended by:  Army Wing 7/18/18
Department Director Date

Approved by:  7/31/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$241,573.20	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$241,573.20	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No
Does this item include use of federal funds? Yes No x

Budget Account No: Fund 3804 Dept 411 Unit B620 Object 1907 Project 0003

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

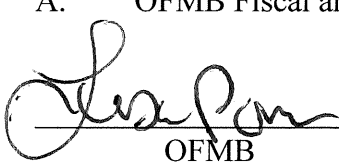
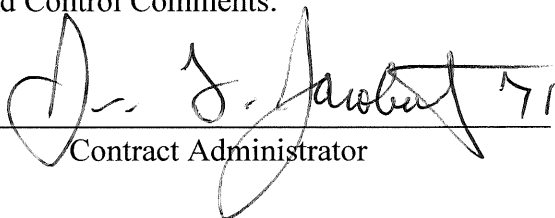
Funding for this project will be from Ad Valorem.

Construction Costs	\$ 219,612.00
Contingency	\$ 21,961.20
Staff Costs	\$ 0.00
Total	\$ 241,573.20

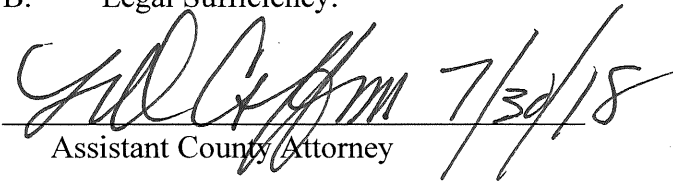
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

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

 7/25/18  7/27/18
OFMB Contract Administrator

B. Legal Sufficiency:

 7/30/18
Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION MAP

11

Attachment 1

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/26/18

REQUESTED BY: Tom McNamara

PHONE: 233-2057

PROJECT TITLE: MDC PBSO Admin. Bldg – AHU 10 & 27 replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$219,612.00

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE:

LOCATION: 3228 Gun Club Rd., West Palm Beach

Maximo W/O

BUILDING NUMBER: 108

7927464

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO Administration Bldg.

PROJECT/W.O. NUMBER: 17439

CONSULTANT/CONTRACTOR: FCS Stokes Mechanical Contractor, Inc.

(HVAC)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove existing AHU #10 and #27; replace them with two (20 new Tran units per the requirements (Exhibit A) provided by Capital Improvements Division.

CONSTRUCTION	\$219,612.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 21,961.20
TOTAL	\$241,573.20

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

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

FUND:

DEPT:

UNIT:

OBJ:

3804-411-B620-4907-0003

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

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

Department: _____

HP

BAS APPROVED BY: _____

DATE 5/4/18

ENCUMBRANCE NUMBER: _____

Attachment 2

BID SUMMARY

Project Name: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement			
Project No. 17439			
Bid Opening Date: April 19, 2018			
CONTRACTOR	STOKES	AIRTEX	PRECISION
BID	\$219,612.00	\$229,000.00	\$259,020.00
ADDENDUM 1 ACKNOWLEDGED	√	√	√
ATTACHMENT 2 (SBE SCHEDULE 1)	100%	100%	0%
ATTACHMENT 2 (SBE SCHEDULE 2)	√	√	√

Attachment 3

Bid Documents opened by: pl

Bids Documents recorded by: pl

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

pl

**WORK ORDER 18-020 TO CONTRACT FOR
ANNUAL HVAC
FOR
MDC PBSO ADMIN BLG – AHU 10 & 27 REPLACEMENT
PROJECT NO. 17439**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and E.C. Stokes Mechanical Contractor, Inc., a Florida corporation, hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated January 13, 2015 (R2015-0046) ("Contract") is in full force and effect and that this Work Order merely supplements said Contract:

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

(1) TOTAL QUOTE AMOUNT

Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$219,612.00** for the construction costs of removing existing AHU #10 and #27; replace them with two (2) new Tran units as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

(2) SCHEDULE OF TIME FOR COMPLETION

The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within 180 calendar days of permit issuance.

(3) ATTACHMENTS: Exhibit A – Quotation Form
 Public Construction Bond
 Form of Guarantee
 Insurance Certificate(s)

(4) Except as specially modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR
SIGNATURE

CONTRACTOR:
E.C. STOKES MECHANICAL
CONTRACTOR, INC.

 _____
Signature

 _____
Signature

Jane Lillie

Name (type or print)

Daniel Barnes

Name (type or print)

Vice President

Title

(Corporate Seal)

Only questions received in writing will be responded to regarding this solicitation for quote.
Questions must be e-mailed to FDO-CID-Bids@pbcgov.org

QUOTATION FORM

The Quotation Form shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

**17439
MDC PBSO Administration Bldg. AHU 10 & 27 Replacement
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411
Attention: Anthony Longo**

No responsibility will be attached to the Owner for premature opening of or failure to open a quotation not properly identified. **If the quotation is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "SEALED QUOTE ENCLOSED" on the face thereof.**

PROJECT: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement

PROJECT NO.: 17439

DUE: Thursday, April 5, 2018 at 2:00PM

**RETURN TO: Anthony Longo, Manager
Procurement & Project Implementation Group
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411**

Exhibit A

SCOPE OF WORK: This quotation is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove existing AHU #10 and #27; replace them with two (2) new Tran units per the requirements (Exhibit A) provided by Capital Improvements Division in the Invitation for Quote and available at the pre-bid meeting held on Wednesday, March 21, 2018. **The work is to be done under Palm Beach County's Annual Contract - HVAC, the terms and conditions of which are incorporated herein.**

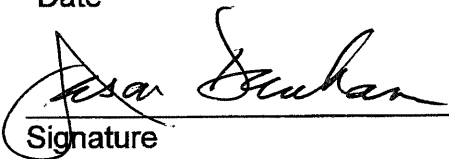
The complete quote package contains the Quotation Form, Schedule 1(List of Proposed SBE/MWBE Subcontractors) and Schedule 2 (Letter of Intent to Perform as an SBE or MWBE Subcontractor). The complete quote package must be returned in order to receive credit for SBE Preference.

TOTAL QUOTE AMOUNT \$ 219,612.00

Written amount: Two hundred nineteen thousand six hundred twelve and 00/100

EC
QUOTATION PROVIDED BY: Stokes Mechanical Contractor, Inc.
Contractor Name

4/18/18
Date


Signature

Jason Dunham, Estimator
Title

Quotations Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

PROJECT NAME: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement

PROJECT NUMBER: 17439

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: April 4, 2018

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page.

CHANGE TO QUOTATION FORM:

1. Change bid due date from: "Thursday, April 5, 2018 at 2:00PM" to: "Thursday, April 19, 2018 at 2:00PM".

CHANGE TO PROJECT REQUIREMENTS:

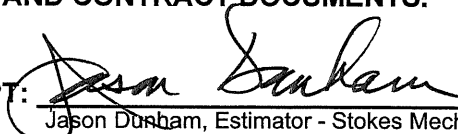
2. Delete Section 1 **GENERAL**, item "e" and replace with: "Work to be completed within **one hundred eighty (180) days** of permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments."
3. Section 2 **SCOPE OF WORK**, add at end of paragraph: "All smoke detectors are furnished, installed, tested and certified by the Contractor".

CHANGE TO PLAN SHEET:

4. Plan Sheet M-1, General Note 6/Specification 23-05-01 Part 2/2.03C, add:
 - *Grooved piping is acceptable, providing the coupling clamps must be insulated with foamglass insulation the same as the piping. Flexible cellular foam insulation such as Armaflex, is not acceptable on the clamps.*
 - *Type "L" copper joined with Pro-press system is acceptable for the condensate drain piping.*
 - *Use Schedule 40 black steel for all chilled water piping.*

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

ACKNOWLEDGMENT OF RECEIPT:



Jason Dunham, Estimator - Stokes Mechanical Contractor, Inc.

END OF ADDENDUM

ADD1-1

PROJECT REQUIREMENTS
Annual Contract - HVAC

Date: February 28, 2018

Contact: Tom McNamara, Capital Improvements Division

Phone: (561) 233-2057

Project Title: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement

Project #: 17439

Project Location: 3228 Gun Club Road, West Palm Beach, FL 33406

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – HVAC for additional requirements.
- c. Working hours Monday through Friday to be 7:00am to 5:00pm. Work is to be started on a Friday evening at 5:00pm, working Saturday and Sunday 7:00am to 7:00pm, and have the replacement of the AHU in operation by the following Friday at 5:00pm. There will be no more than a (7) seven day outage during the construction of the units.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) days of permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

The intent of this job is to remove existing AHU's 10 and 27 and replace with new Trane air handler units as per the engineered drawings and specifications provided by JLRD, Inc. (Attachments 1 and 2).

3. SUBMITTALS

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

4. EXISTING EQUIPMENT

- a. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- b. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

5. MATERIALS

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

6. TEMPORARY PROTECTION

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

7. PROJECT CONDITIONS

A pre-construction meeting at least two (2) weeks prior to any work shall be mandatory. The contractor shall submit a work schedule defining start date for demolition, rough work/trade specific and a completion date, including final electrical inspection prior to scheduling this meeting.

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior

to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping) shall be the responsibility of the Contractor to repair and return to its original state.

8. PREPARATION

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

9. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. If approved, this shall result in a change order.

10. INSTALLATION

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

11. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twenty-four (24) months from substantial completion and a one (1) year warranty on Manufacturer's product.

12. CLEAN UP

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

13. SECURITY

All bidders must have "CJI" badged employees prior to submitting bids.

This project is subject to: ☐ Critical Facilities Background Check
 ☒ CJI Facilities Background Check
 ☐ No Background Check

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NO. OR BID NO.: 17439 PROJECT NAME OR BID NAME: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement
NAME OF PRIME BIDDER: Stokes Mechanical Contractor, Inc. ADDRESS: 2001 7th Ave. No., Lake Worth, FL 33461
CONTACT PERSON: Jason Dunham PHONE NO.: 582-3589 FAX NO.: 582-3602
BID OPENING DATE: 4/19/18 USER DEPARTMENT:

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE'S ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

(Check one or both Categories)			DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
Name, Address and Phone Number	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1. Stokes Mechanical Contractor, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			\$219,612.		
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total			\$219,612.				

Total Bid Price \$ 219,612.

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work 219,612 -

I hereby certify that the above information accurate to the best of my knowledge. Jason Dunham
Signature Print Name Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 17439 PROJECT NAME: MDC PBSO Administration Bldg. AHU 10 & 27 Replacement
TO: ^{EC} Stokes Mechanical Contractor, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise _____
Black _____ Hispanic _____ Women X Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: 5/20/15

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
	HVAC			\$219,612.

at the following price or percentage: \$219,612.
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

EC Stokes Mechanical Contractor, Inc.
Print name of
SBE-M/WBE Company
By: Jason Dunham
(Signature)
Jason Dunham, Estimator
Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 4/19/18

The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

PUBLIC CONSTRUCTION BOND

BOND NUMBER	BND21577476
BOND AMOUNT	\$219,612.00
CONTRACT AMOUNT	\$219,612.00
CONTRACTOR’S NAME:	EC Stokes Mechanical Contractor, Inc.
CONTRACTOR’S ADDRESS:	2001 7 th Avenue North, Lake Worth, FL 33461
CONTRACTOR’S PHONE:	561-582-3589
SURETY COMPANY:	QBE North America
SURETY’S ADDRESS:	55 Water Street-19 th Floor
	New York, NY 10041
SURETY’S PHONE:	407-562-2071
OWNER’S NAME:	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CAPITAL IMPROVEMENTS DIVISION
OWNER’S ADDRESS:	2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER’S PHONE:	(561) 233-0261
PROJECT NAME:	MDC PBSO Administration Bldg. AHU 10 & 27 Replacement
PROJECT NUMBER:	17439
CONTRACT NUMBER AND DATE (to be completed by County after Contract award):	
DESCRIPTION OF WORK:	Replacement of AHU 10 & 27
PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:	3228 Gun Club Road, West Palm Beach, FL 33406

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 Nineteen Thousand Six Hundred Twelve and 00/100 Dollars (\$219,612.00)
(Here insert a sum equal to the Contract Price)

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: MDC PBSO Admn. Bldg. AHU 10 & 27 Replacement
Project No.: 17439
Project Description: Replace AHU 10 & 27
Project Location: 3228 Gun Club Road, West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by:

NAME OF ARCHITECTURAL FIRM: N/A
LOCATION OF FIRM:
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the MDC PBSO Admn. Bldg. AHU 10 & 27 Replacement, 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.

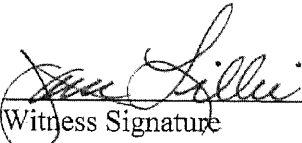
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

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 Signature

Jane Lillie

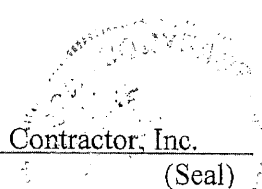
Print Name



Witness Signature

Jennifer Butterfield


Print Name


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



Title Daniel Barnes, V.P.

QBE North America
Surety (Seal)



Title Kevin R. Wojtowicz, Attorney-in-Fact

FORM OF GUARANTEE

GUARANTEE FOR EC STOKES MECHANICAL CONTRACTOR, INC. and (Surety Name)____
QBE North America


We the undersigned hereby guarantee that the MDC PBSO ADMINISTRATION BUILDING AHU 10 & 27 REPLACEMENT, PROJECT NO. 17439, 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 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 Contractor, Inc.
(Contractor) (Seal)

By: 
Daniel Barnes, V.P.

QBE North America
(Surety) (Seal)

By: 
(Signature)

Kevin R. Wojtowicz, Attorney-in-Fact
(Print Name)



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE BLUE BORDER

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, having its principal office at 55 Water Street 20th Floor, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Kevin R. Wojtowicz, of Nielson, Hoover & Company, Inc. of St. Petersburg, FL** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

RESOLVED, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

FURTHER RESOLVED, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 15, 2017.

Attest:

QBE INSURANCE CORPORATION

(Seal)

By:

Brett Halsey
Brett Halsey
Senior Vice President

By:

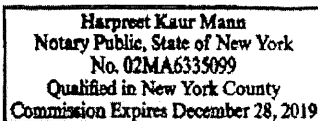
Matt Curran
Matt Curran
Senior Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS.:
)

On this December 15, 2017, before me personally appeared Brett Halsey and Matt Curran, both to me known to be Senior Vice Presidents of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.



By:

Harpreet Kaur Mann
Harpreet Kaur Mann, Notary Public

CERTIFICATE

I, Jose Ramon Gonzalez, Jr., the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11th day of JUNE 2018.

(Seal)

By:

J. R. Gonzalez
Jose Ramon Gonzalez, Jr., Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd Suite 110 Tampa FL 33607		CONTACT NAME: Eryn Zak PHONE (A/C, No, Ext): (800)845-8437 FAX (A/C, No): (888)883-8680 E-MAIL ADDRESS: ErynZ@lassiter-ware.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Owners Insurance Company	
		INSURER B: Builders Mutual Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED E.C. Stokes Mechanical Contractor, Inc. d/b/a Stokes Mechanical Contractor, Inc. d/b/a General Plumbing 2001 7th Avenue North Lake Worth FL 33461			

COVERAGES CERTIFICATE NUMBER: 18-19 WC & Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY			5184041500	07/01/2018	07/01/2019	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PIP - BASIC \$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project 15730.00-PBC-3.

CERTIFICATE HOLDER		CANCELLATION	
Palm Beach County 2633 Vista Parkway West Palm Beach FL 33411-5603		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	



ECSTOKE-03

DDEPAZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURETY(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER
Collinsworth, Alter, Fowler & French, LLC
8000 Governors Square Blvd
Suite 301
Miami Lakes, FL 33016

CONTACT
NAME:
PHONE:
A/C, F.A. Ext.: 305 822-7800
E-MAIL:

FAX:
(A/C. No.): (305) 362-2443

INSURED
McLellan Contractor, Inc.
and E.C. Stokes Mechanical Contractor, Inc. d/b/a General Pl
2001 7th Avenue N
Lake Worth, FL 33461

INSURERS AFFORDING COVERAGE
INSURER A: Everest National Insurance Co 10120
INSURER B: North River Insurance Company 21105
INSURER C: Asen Special Insurance Company 10717
INSURER D: Westchester Surplus Lines Ins 10172
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF MM/DD/YYY	POLICY EXP MM/DD/YYY	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CF3GL00114181	07/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED	\$ 100,000
						PROPERTY	\$ 5,000
						MEDICAL AND PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS & COMPOUND AGG	\$ 2,000,000
						COMBINED SINGLE LIMIT	\$
						BODILY INJURY - Per person	\$
						BODILY INJURY - Per accident	\$
						PROPERTY DAMAGE	\$
						Per person	\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE	5821106076	07/01/2018	04/01/2019	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
						PER	\$
						UTE	\$
						OTHER	\$
						EL EACH ACCIDENT	\$
						EL DISEASE - EX EMPLOYEE	\$
						EL DISEASE - POLICY LIMIT	\$
C	<input checked="" type="checkbox"/> Leased/Rentad		IMZ435618	07/01/2018	04/01/2019	w/\$10,000 ded	\$ 100,000
D	<input checked="" type="checkbox"/> Pollution Liability		GZ7580142004	04/01/2018	04/01/2019	Ech/Occ/Gr/Aggrate	\$ 2,000,000

DISCLOSURE OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Information, may be attached if more space is required)
Project #15730.00: PBC Annual HVAC Contract Palm Beach County Board of Commissioners, a political subdivision of the state of Florida, its officers, employees, and agents is listed as additional insured with respects to General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

PBC Board of County
Commissioners C/O Capital
Improvements--Darrell Lange
2633 Vista Parkway
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 26 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD