

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	December 18, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

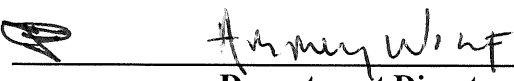
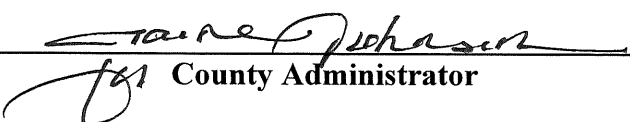
Motion and Title: Staff recommends motion to approve: Amendment No. 4 to five (5) annual Heating, Ventilation, and Air Conditioning (HVAC) contracts extending the term for one (1) year for HVAC services on a continuing contract basis for the period of January 13, 2019 to January 12, 2020.

<u>Contractor</u>	<u>Original Contract Resolution #</u>	<u>Status</u>	<u>Total dollars in Work Orders to-date</u>	<u>Total SBE Participation To-date</u>
A) E.C. Stokes Mechanical Contractor, Inc.	R2015-0046	SBE/Local	\$1,723,262	98.68%
B) Farmer & Irwin Corp.	R2015-0047	Non-SBE/Local	\$1,161,570	0%
C) Precision Air Systems, Inc.	R2015-0049	Non-SBE/Local	\$1,528,485	72.71%
D) The Airtex Corporation	R2015-0050	SBE/Local	\$829,773	92.10%
E) Thermo Air, Inc.	R2015-0051	Non-SBE/Non-Local	\$579,376	22.30%

Summary: Amendment No. 4 extends the term of the contract for HVAC services for one (1) year through January 12, 2020. The Board approved the annual contract on January 13, 2015, and the original contract provided for an initial term of one (1) year with four (4) renewal options each for a period of one (1) year. During the first four years of the contract, the County awarded \$6,049,068 in work orders. The annual HVAC contract is for indefinite-quantity contracts with a maximum cumulative value of \$6,500,000 for the term. Projects are bid among the pre-qualified participants and additional firms may become prequalified at any time. Four of the five contractors are Palm Beach County businesses and one (1) is based in Broward County. Amendment No. 4 includes five annual HVAC contractors with two of the contractors being SBE certified and three being non-SBE certified. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. The cumulative SBE participation for all work orders to-date is 64%. **(Capital Improvements) Countywide (LDC)**

Background and Justification: All five (5) contractors were originally pre-qualified to provide HVAC services associated with repairs, improvements and renovations to County properties. Work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified HVAC contractors. The original contract terms were for one (1) year and allowed for four (4) additional one (1) year renewals. This will be the fourth renewal. It is the consensus of Facilities Development and Operations that these five (5) contractors have successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services.

- Attachments:**
- 1. Amendment #3 for E.C. Stokes Mechanical Contractor, Inc.
 - 2. Amendment #3 for Farmer & Irwin
 - 3. Amendment #3 for Precision Air Systems, Inc.
 - 4. Amendment #3 for The Airtex Corporation
 - 5. Amendment #3 for Thermo Air, Inc.

Recommended By:		12/5/18
	Department Director	Date
Approved By:		12/10/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____				
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No

Does this items include use of federal funds? Yes No x

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Program _____

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

* Potential maximum fiscal impact is \$6,500,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review;


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB 11/14/18
(211) 11/19 9/11/19


 Contract Development and Control 11/28/18
11/28/18 TW

B. Legal Sufficiency:

Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

Department Director

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment No. 4 ("Amendment") dated _____ to the Annual Contract for HVAC (R2015-0046) dated January 13, 2015, as previously amended by Amendment No. 1 (R2016-0166) dated February 9, 2016, Amendment No. 2 (R2017-0159) dated February 7, 2017 and Amendment No. 3 (R2017-1896) dated December 19, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and E. C. Stokes Mechanical Contractor, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on January 13, 2015, the parties hereto entered into the Annual Contract (R2015-0046) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through January 12, 2020.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

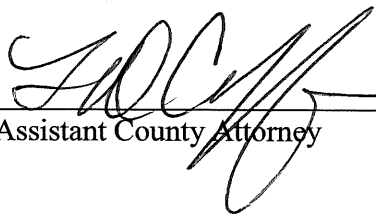
PALM BEACH COUNTY, a political
subdivision of the State of Florida

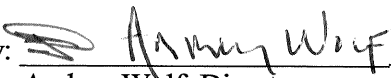
By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

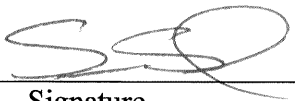
By:  _____
Assistant County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development and Operations

CONTRACTOR: E. C. Stokes Mechanical
Contractor, Inc.

 _____
Witness Signature

Jane Rogers-Lillie
Print Witness Name

By:  _____
Signature

Name: Susan Stokes

(SEAL)
Title: President

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment No. 4 ("Amendment") dated _____ to the Annual Contract for HVAC (R2015-0047) dated January 13, 2015, as previously amended by Amendment No. 1 (R2016-0167) dated February 9, 2016, Amendment No. 2 (R2017-0160) dated February 7, 2017 and Amendment No. 3 (R2017-1897) dated December 19, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Farmer & Irwin Corp., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on January 13, 2015, the parties hereto entered into the Annual Contract (R2015-0047) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through January 12, 2020.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

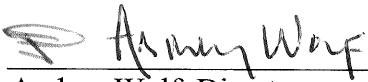
By: _____
Deputy Clerk

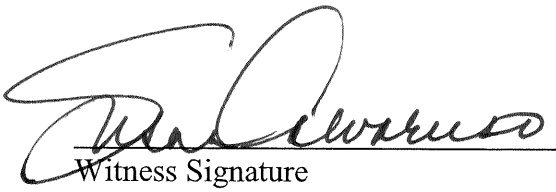
By: _____

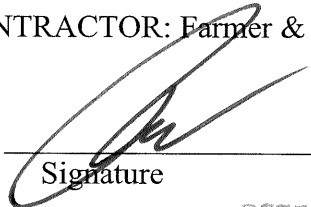
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations


Witness Signature
SUSAN CALVARUSO
Print Witness Name

CONTRACTOR: Farmer & Irwin Corp.
By: 
Signature
Name: PETER C. FEDOR
PRESIDENT
(SEAL)
Title: _____

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment No. 4 ("Amendment") dated _____ to the Annual Contract for HVAC (R2015-0049) dated January 13, 2015, as previously amended by Amendment No. 1 (R2016-0169) dated February 9, 2016, Amendment No. 2 (R2017-0161) dated February 7, 2017 and Amendment No. 3 (R2017-1898) dated December 19, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Precision Air Systems, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on January 13, 2015, the parties hereto entered into the Annual Contract (R2015-0049) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through January 12, 2020.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

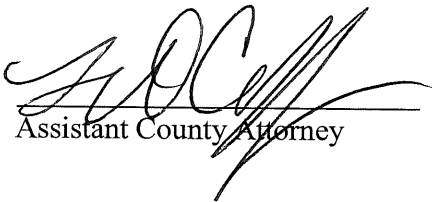
PALM BEACH COUNTY, a political
subdivision of the State of Florida

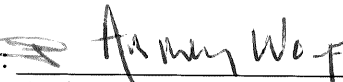
By: _____
Deputy Clerk

By: _____


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

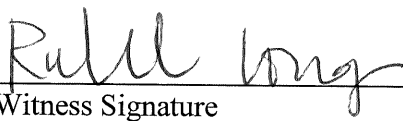
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

CONTRACTOR: Precision Air Systems,
Inc.

By: 
Signature


Witness Signature

Name: Terry Kotalik

Rachael Long
Print Witness Name

(SEAL)
Title: President

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment No. 4 ("Amendment") dated _____ to the Annual Contract for HVAC (R2015-0050) dated January 13, 2015, as previously amended by Amendment No. 1 (R2016-0170) dated February 9, 2016, Amendment No. 2 (R2017-0162) dated February 7, 2017 and Amendment No. 3 (R2017-1899) dated December 19, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and The Airtex Corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on January 13, 2015, the parties hereto entered into the Annual Contract (R2015-0050) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through January 12, 2020.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

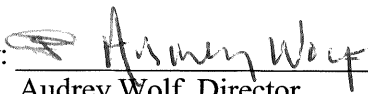
By: _____
Deputy Clerk

By: _____


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

CONTRACTOR: The Airtex Corporation


Witness Signature

By: Daniela Narajo
Signature

Name: Daniela Narajo

Kenneth Kammer
Print Witness Name

(SEAL)
Title: Vice President

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment No. 4 ("Amendment") dated _____ to the Annual Contract for HVAC (R2015-0051) dated January 13, 2015, as previously amended by Amendment No. 1 (R2016-0171) dated February 9, 2016, Amendment No. 2 (R2017-0163) dated February 7, 2017 and Amendment No. 3 (R2017-1900) dated December 19, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Thermo Air, Inc., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on January 13, 2015, the parties hereto entered into the Annual Contract (R2015-0051) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through January 12, 2020.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

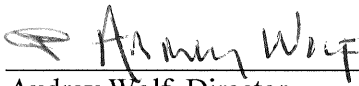
By: _____
Deputy Clerk

By: _____

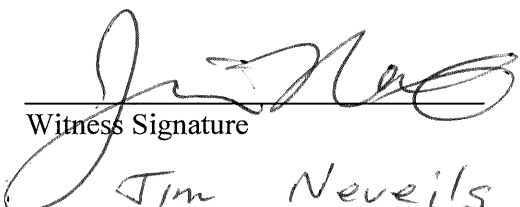
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

CONTRACTOR: Thermo Air, Inc.


Witness Signature
Print Witness Name Jim Neveils

By: 
Signature
Name: C RINI DEWIT
(SEAL)
Title: PRES.