

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

**Meeting Date: October 8, 2019**

**[X] Consent**

**[ ] Regular**

## [ ] Workshop

**[ ] Public Hearing**

**Department: Facilities Development and Operations**

## I. EXECUTIVE BRIEF


**Motion and Title: Staff recommends motion to approve:** Work Order No. 19-023 to the annual contract with Florida Mechanical, LLC. (R2019-1040) in the amount of \$202,465 for the Fire Rescue Headquarters-Recondition Water Cooled Chillers project for the period of 90 days from permit issuance or until project is complete.

**Summary:** The chillers at Fire Rescue Headquarters are at least ten (10) years old and no longer function efficiently. The equipment is in need of refurbishment due to premature coil and sensor deterioration. The work consists of refurbishing three (3) chillers by replacing deteriorated coils and compressors and cleaning the chiller barrels. The chillers are being refurbished in accordance with Trane's original equipment manufacturer (OEM) chiller refurbishment service and compressor renewal program. The renewal program will restore the existing chillers to original factory operating condition, thereby extending the life cycle of the chillers along with upgrading the operating efficiency to provide years of service, reduced maintenance and lower the overall operating costs. This work order was solicited pursuant to the Heating Ventilation and Air Conditioning (HVAC) annual contract and the requirements of the Equal Business Opportunity Ordinance. The annual contract was presented to the Goal Setting Committee on January 2, 2019 and an Affirmative Procurement Initiative (API) of sheltered market was applied for projects under \$100,000 (when four (4) or more Small Business Enterprises (SBEs) are qualified under the annual contract) or an SBE contractor will be given a price preference if their bid is within 10% of the lowest responsive and responsible bidder for projects in excess of \$100,000. There is no SBE participation on this work order. The overall participation on the annual HVAC construction contract is 60.39% SBE participation. Florida Mechanical, LLC is a local business. The funding source for this work is from the Public Building Improvement Fund. **(Capital Improvements Division) District 2 (LDC)**


**Background and Justification:** Bids for this project were opened on May 9, 2019 and Florida Mechanical, LLC. submitted the lowest responsive and responsible bid of the five (5) bids received.

**Attachments:**

1. Location Map
2. Work Order No. 19-023
3. Budget Availability Statement
4. Bid Summary
5. HVAC Control Sheet

Recommended by:  Henry Wolf  
Department Director

9/18/19  
Date

Approved by:   
County Administrator

10/2/19  
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$222,712	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$222,712	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

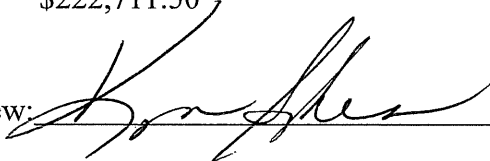
Is Item Included in Current Budget? Yes x No \_\_\_\_\_  
Does this item include use of federal funds? Yes \_\_\_\_\_ No x

Budget Account No: Fund 3804 Dept 411 Unit B627 Sub Unit 0052 Object 4907

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

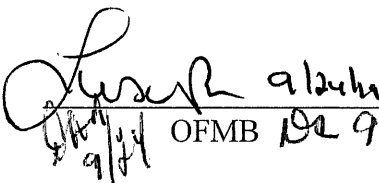
The funding source for this work is from Public Building Improvement Fund.

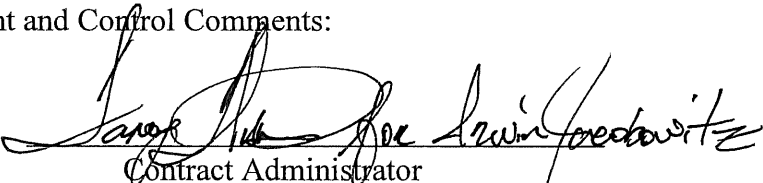
Construction Costs \$202,465.00  
Contingency \$ 20,246.50  
Total \$222,711.50

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

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

 9/24/19  
OFMB 9/23 LT

  
Contract Administrator  
9/30/19

B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

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

# LOCATION MAP

**Project No:** 18609

**Project Name:** Fire Rescue HQ-Recondition Water Cooled Chillers

405 Pike Road West Palm, FL 33411



**WORK ORDER 19-023 TO CONTRACT FOR  
ANNUAL HVAC  
FOR  
PROJECT NAME: FIRE RESCUE HQ – RECONDITION WATER COOLED  
CHILLERS  
PROJECT NO. 18609**

**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 Florida Mechanical, LLC, a Florida corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated July 23, 2019 (R2019-1040) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

**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. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid 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 **\$202,465.00** for the construction costs of refurbishing all three (3) chillers as set forth on **Exhibit A** attached hereto and incorporated herein by reference.
- 3. 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 **20** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 0% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Exhibit A – Bid Form  
EBO Schedules 1 and 2  
APIs  
Public Construction Bond

Form of Guarantee  
Insurance Certificate(s)  
Project Requirements

7. 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: \_\_\_\_\_  
Mack Bernard, 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:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title  
(Corporate Seal)

### BID FORM

**IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION TO QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:**

- a) **This Quote/Bid Form completed and executed.**
- b) **Schedules 1 and 2.**
- c) **Bid Security.** (If the bid/quote is \$200,000 or more).

**THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR**

1. TOTAL BID/QUOTE AMOUNT \$ 202,465.00

Written amount Two hundred Two Thousand & four Hundred Sixty Five dollars

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and as submitted on its Schedules 1 and 2.

3. Is the Bidder a Palm Beach County Registered S/M/WBE? Yes \_\_\_\_\_ No X

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

BID/QUOTE PROVIDED BY: Florida Mechanical  
Contractor Name

6/4/19  
Date

[Signature]  
Signature

Account Manager  
Title

*Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted*

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Fire Rescue Headquarters - Recondition Water Cooled Chillers  
NAME OF PRIME RESPONDENT/BIDDER: Florida Mechanical  
CONTACT PERSON: Brian Ray  
SOLICITATION OPENING/SUBMITTAL DATE: 5/9/19

SOLICITATION/PROJECT/BID No.: 18609  
ADDRESS: 3615 Fiscal Ct  
PHONE NO.: 561.222.0405 E-MAIL: BR@FLAMECH.com  
DEPARTMENT: Sales

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.  
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS /SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number		( Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
		Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other	(Please Specify)
			Minority/Women Business	Small Business						
1	Trident Mechanical Insulation 8930 Saddlecreek Drive Boca Raton, FL 33406	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				100% 20% BR		
2	Florida Mechanical 3615 Fiscal Ct Riviera Beach FL 33404	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				100% 80% BR		
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total Bid Price \$ 202465.00  
Total SBE - M/WBE Participation

- Note:
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  - 3. Modification of this form is not permitted and will be rejected upon submittal.



OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18609

SOLICITATION/PROJECT NAME: Fire Rescue Headquarters - Recondition Water Cooled Chillers

Name of Prime: Florida Mechanical

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☒Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

☒Male ☐Female ☐African-American/Black ☐Asian American ☒Caucasian American ☐Hispanic American ☐Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
1	Refurbish (3) Trane Air Cooled Chillers	53990	3	0	161970.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 80%

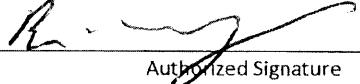
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage:

Florida Mechanical

Print name of Prime

By:  Authorized Signature

Brien Roy

Print name

Account Manager

Title

Date: 5/9/19

Print name of Subcontractor/subconsultant

By: Authorized Signature

Print name

Title

Date:

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18609

SOLICITATION/PROJECT NAME: Fire Rescue Headquarters - Recondition Water Cooled Chillers

Name of Prime: Florida Mechanical

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☒Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

☒Male ☐Female ☐African-American/Black ☐Asian American ☒Caucasian American ☐Hispanic American ☐Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
1	Strip & reinsulate Chillers	13498.00	3	0	40495.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 40495.00

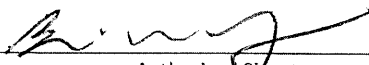
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Florida Mechanical

Print name of Prime

By:  Authorized Signature

Brien Roy

Print name

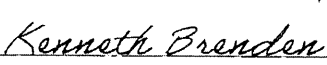
Account Manager

Title

Date: 5/9/19

Trident Mechanical Insulation

Print name of Subcontractor/subconsultant

By:  Authorized Signature

Kenneth Brenden

Print name

Pres

Title

Date: 5/7/19

**ATTACHMENT "C"**  
(for IAQ, Overhead Doors, Painting Weatherproofing, HVAC)

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

**When at least 4 SBEs are qualified under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs.** Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

**A minimum mandatory goal of 20% SBE participation is established for this contract.** The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☒ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that

segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**



FLORI29

OP ID: PW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2019

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  
Brown & Brown Insurance - Vero  
Vero Division  
817 Beachland Blvd  
Vero Beach, FL 32963  
Dan Kross

772-231-2828

CONTACT NAME: Myriam Beigel  
PHONE (A/C, No, Ext): 772-231-2828  
E-MAIL ADDRESS: mbeigel@bbccfl.com

FAX (A/C, No): 772-231-4413

INSURER(S) AFFORDING COVERAGE

INSURER A : FCCI Insurance Company  
INSURER B : FFVA Mutual Insurance Company  
INSURER C :  
INSURER D :  
INSURER E :  
INSURER F :

NAIC #  
10178  
10385

INSURED  
Florida Mechanical, LLC  
Robbi Horsfield  
3615 Fiscal Ct.  
Riviera Beach, FL 33404

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> Contractual Liab.</div></div><div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC</div><div>OTHER:</div></div><div>Y</div></div> <td></td> <td>GL 0019065</td> <td>07/01/2019</td> <td>07/01/2020</td> <td><div>EACH OCCURRENCE \$ 1,000,000</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</div><div>MED EXP (Any one person) \$ 10,000</div><div>PERSONAL &amp; ADV INJURY \$ 1,000,000</div><div>GENERAL AGGREGATE \$ 2,000,000</div><div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div><div>Emp Ben. \$ 1,000,000</div></td>		GL 0019065	07/01/2019	07/01/2020	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</div> <div>MED EXP (Any one person) \$ 10,000</div> <div>PERSONAL &amp; ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div>Emp Ben. \$ 1,000,000</div>	
A	<div><div><div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div></div><div><div><input type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div><div></div></div><td></td><td>CA 100003300</td><td>07/01/2019</td><td>07/01/2020</td><td><div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div><div>BODILY INJURY (Per person) \$</div><div>BODILY INJURY (Per accident) \$</div><div>PROPERTY DAMAGE (Per accident) \$</div></td></div>		CA 100003300	07/01/2019	07/01/2020	<div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div>	
A	<div><div><div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div><div><div><input type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div><div>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000</div></div><td></td><td>UMB100014010</td><td>07/01/2019</td><td>07/01/2020</td><td><div>EACH OCCURRENCE \$ 9,000,000</div><div>AGGREGATE \$ 9,000,000</div></td></div>		UMB100014010	07/01/2019	07/01/2020	<div>EACH OCCURRENCE \$ 9,000,000</div> <div>AGGREGATE \$ 9,000,000</div>	
B	<div><div><div><div><div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div><div><div><input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N</div><div>N/A</div></div></div><td></td><td>WC840-0032663-2019A</td><td>07/04/2019</td><td>07/04/2020</td><td><div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div><div>E.L. EACH ACCIDENT \$ 500,000</div><div>E.L. DISEASE - EA EMPLOYEE \$ 500,000</div><div>E.L. DISEASE - POLICY LIMIT \$ 500,000</div></td></div></div>		WC840-0032663-2019A	07/04/2019	07/04/2020	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 500,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 500,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 500,000</div>	
A	<div><div><div><div><input checked="" type="checkbox"/> INSTALLATION</div><div><input checked="" type="checkbox"/> FLOATER</div></div><div></div></div><td></td><td>CM 0009284</td><td>07/01/2019</td><td>07/01/2020</td><td><div>TEMP LOC 250,000</div><div>TRANSIT 250,000</div></td></div>		CM 0009284	07/01/2019	07/01/2020	<div>TEMP LOC 250,000</div> <div>TRANSIT 250,000</div>	

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

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are an Additional Insured on primary basis.

Thearn@pbcbgov.org

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County  
c/o Capital Improvements  
Division  
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

ACORD 25 (2016/03)

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**ATTACHMENT D  
PROJECT REQUIREMENTS  
Annual Contract - HVAC**

Date: April 4, 2019

Contact: Jason Griffith, Capital Improvements Division

Phone: (561) 233-2050

Project Title: Fire Rescue Headquarters – Recondition Water Cooled Chillers

Project #: 18609

Project Location: 405 Pike Road, West Palm Beach, FL

**1. GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of 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. Work to be completed during the hours of 7:00 am to 5:00 pm, Monday through Friday.
- 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 ninety (90) 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. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

**2. SCOPE OF WORK**

Complete all the requirements to refurbish all three (3) chillers as per Exhibit “1”. The completion of the project will include, but it is not limited to the following; in accordance with Trane OEM Chiller Refurbishment Service and Compressor R’newal program (or approved equal).

- All parts
- All labor

- Three (3) annual inspections of the refurbished equipment with a detailed report supplied to Palm Beach County Facilities Management Representative.
- An annual Oil Analysis with detailed report supplied to Palm Beach County Facilities Management Representative
- Five (5) year warranty for all equipment.

Trane OEM Chiller Service and Compressor R’newal or approved equal.

The R’newal services program is an exclusive, comprehensive program, available from Trane Building Services, designed to prevent refrigerant leaks, compressor failures and avoid unscheduled downtime. This process replaces worn materials, restores compressor performance and updates applicable components to current design. The R’newal Service program delivers Trane’s original commitment of reliability and performance and is backed by a long-term factory warranty.

Performance of the following services:

Equipment

Equipment	Qty	Manufacturer	Model Number	Serial Number
Air Cooled Chiller	1	Trane	RTAA0804YT01A3L0NBF	U07M06760
Air Cooled Chiller	1	Trane	RTAA0804YT01A3L0NBF	U07M06761
Air Cooled Chiller	1	Trane	RTAA0804YT01A3L0NBF	U07M06762

Trane OEM Chiller Refurbishment Service or approved equal.

- Starter evaluation
- Circuit remove/transfer existing refrigerant (recovery equipment included)
- Renewed compressor is installed per OEM specification and start-up
- Oil and refrigerant lab analysis by Trane Chemical Lab
- The following will be replaced by OEM Factory Trane Technician
  - High pressure cut-out switch
  - Drier ccores
  - Oil Filer element
  - Pressure relief valve
  - Master solenoid valve/coil
- Unit up-upgrades and modifications per unit schedule
- Re-install existing refrigerant that was removed or transferred
- All necessary labor and rigging plus any shipping and handling of materials
- Insulate compressor motor terminals
- Provide OEM approved condenser coils with coating and replace by OEM Factory Trane Technician
- Condensor coil coating to have a 5 year warranty from coating manufacturer
- All labor and materials to replace coils and dispose of old coils
- Factory Start-up and system checkout by OEM Factory Trane Technician
- All 3 chillers to get updated software/firmware at completion by OEM Factory Trane Technician

- **Factory parts and labor warranty on compressor – see Warranty section (below) for details**
- **One chiller to get new display (current display is failing)**
- **Remove, inspect and replace with new 1.5” insulation on the evaporator barrel for each chiller**

#### Series R Running Compressor R’newal Warranty

Series R R’newal includes a one year standard parts warranty and 90 days labor on all components replaced as part of the offering.

In addition, the compressors on which Refresh has been completed will be covered by the Limited Factory Warranty for the term identified.

- **5 Years Compressor Parts & Labor plus factor inspections included, 3 inspections annually by OEM Trane Service throughout the 5 year warranty period. Includes oil analysis annually.**

Refrigerant will be weighed and any additional needed to meet the OEM requirement will be authorized in a Change Order.

### **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. 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.



## **5. 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.

## **6. PROJECT CONDITIONS**

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 and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

## **7. PREPARATION**

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

## **8. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

## **9. 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.

## **10. WARRANTY**

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Any additional warranty will be as outlined in the Scope of Work.

## **11. CLEAN UP**

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

**12. SECURITY**

**All bidders must have “Critical Facilities” badged employees prior to commencement of any work.**

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

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 2287996

BOND AMOUNT \$202,465.00

CONTRACT AMOUNT \$202,465.00

CONTRACTOR'S NAME: Florida Mechanical, LLC

CONTRACTOR'S ADDRESS: 3615 FISCAL COURT, RIVIERA BEACH, FL 33404

CONTRACTOR'S PHONE: 561-863-3606

SURETY COMPANY: NORTH AMERICAN SPECIALTY INSURANCE COMPANY

SURETY'S ADDRESS: 1675 LAKEMONT AVE #101  
ORLANDO, FL 32814

SURETY'S PHONE: (770) 569 7133

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: Fire Rescue HQ – recondition water-cooled chillers

PROJECT NUMBER: 18609

CONTRACT NUMBER (to be provided after Contract award): WORK ORDER 19-023

DESCRIPTION OF WORK: Refurbish three (3) chillers.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

405 Pike Road, West Palm Beach, FL

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

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

Dollars (\$202,465.00)

(Two hundred and two thousand, four hundred sixty-five and 00/100)

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: Fire Rescue HQ – recondition water-cooled chillers  
Project No.: 18609  
Project Description: Refurbish three (3) chillers  
Project Location: 405 Pike Rd., West Palm Beach

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 construction of refurbishing three (3) chillers, 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.

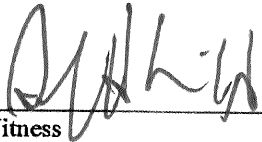
Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

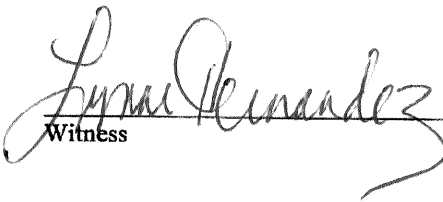
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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

FLORIDA MECHANICAL, LLC  
Principal

Title

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
Surety

Title D.W. MATSON III, Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: FLORIDA MECHANICAL, LLC and Surety  
Name: NORTH AMERICAN SPECIALTY INSURANCE COMPANY

We the undersigned hereby guarantee that the (Fire Rescue HQ – recondition water cooled chillers, Project #18609) 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

FLORIDA MECHANICAL, LLC  
(Contractor Name) (Seal)

By: \_\_\_\_\_  
(Contractor Signature)

Kenneth Morgan MANAGING MEMBER  
(Print Name and Title)

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
(Surety Name) (Seal)

By: \_\_\_\_\_  
(Surety Signature)

D.W. MATSON III, Attorney-in-Fact  
(Print Name and Title)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOHN W. CHARLTON and D.W. MATSON, III

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS


This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 20 18.

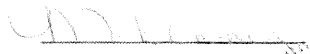
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

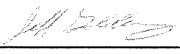
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of SEPTEMBER, 20 19.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



FLORI29

OP ID: MY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2019

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 Brown & Brown Insurance - Vero Vero Division 817 Beachland Blvd Vero Beach, FL 32963 Dan Kross	772-231-2828	CONTACT NAME: Myriam Beigel PHONE (A/C, No, Ext): 772-231-2828 FAX (A/C, No): 772-231-4413 E-MAIL ADDRESS: mbeigel@bbccfl.com
INSURED Florida Mechanical, LLC Robbi Horsfield 3615 Fiscal Ct. Riviera Beach, FL 33404		INSURER(S) AFFORDING COVERAGE INSURER A : FCCI Insurance Company INSURER B : FFVA Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 10178 10385

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div><div><div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div><div><input checked="" type="checkbox"/> Contractual Liab.</div></div><div>GEN'L AGGREGATE LIMIT APPLIES PER:<div><div><input checked="" type="checkbox"/> POLICY</div><div><input type="checkbox"/> PRO-JECT</div><div><input checked="" type="checkbox"/> LOC</div></div>OTHER:</div></div></div>		GL 0019065	07/01/2019	07/01/2020	<div><div>EACH OCCURRENCE\$1,000,000</div><div>DAMAGE TO RENTED PREMISES (Ea occurrence)\$100,000</div><div>MED EXP (Any one person)\$10,000</div><div>PERSONAL &amp; ADV INJURY\$1,000,000</div><div>GENERAL AGGREGATE\$2,000,000</div><div>PRODUCTS - COMP/OP AGG\$2,000,000</div><div>Emp Ben.\$1,000,000</div></div>
A	<div><div><div><div><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</div><div><div><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</div><div><input type="checkbox"/> SCHEDULED AUTOS</div></div><div><input type="checkbox"/> HIRED AUTOS ONLY</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div></div></div>		CA 100003300	07/01/2019	07/01/2020	<div><div>COMBINED SINGLE LIMIT (Ea accident)\$1,000,000</div><div>BODILY INJURY (Per person)\$</div><div>BODILY INJURY (Per accident)\$</div><div>PROPERTY DAMAGE (Per accident)\$</div></div>
A	<div><div><div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> EXCESS LIAB</div></div><div><div><input checked="" type="checkbox"/> OCCUR</div><div><input type="checkbox"/> CLAIMS-MADE</div></div><div>DED<input checked="" type="checkbox"/> RETENTION \$10,000</div></div></div>		UMB100014010	07/01/2019	07/01/2020	<div><div>EACH OCCURRENCE\$9,000,000</div><div>AGGREGATE\$9,000,000</div></div>
B	<div><div><div><div><div><input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div><div><div><div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div><div><div><div>Y / N</div><div><input checked="" type="checkbox"/> N</div></div></div></div></div><div>If yes, describe under DESCRIPTION OF OPERATIONS below</div></div></div></div></div>	N / A	WC840-0032663-2019A	07/04/2019	07/04/2020	<div><div><div><input checked="" type="checkbox"/> PER STATUTE</div><div><input type="checkbox"/> OTH-ER</div></div><div>E.L. EACH ACCIDENT\$500,000</div><div>E.L. DISEASE - EA EMPLOYEE\$500,000</div><div>E.L. DISEASE - POLICY LIMIT\$500,000</div></div>
A	<div><div><div><div><input checked="" type="checkbox"/> INSTALLATION</div><div><input type="checkbox"/> FLOATER</div></div></div></div>		CM 0009284	07/01/2019	07/01/2020	<div><div>TEMP LOC250,000</div><div>TRANSIT250,000</div></div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are an Additional Insured on primary basis.  
Thearn@pbcgov.org

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Capital Improvements Division 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 



# ATTACHMENT 3

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/25/19

REQUESTED BY: Gus Arnold

PHONE: 233-0275

PROJECT TITLE: Fire Rescue HQ - recondition water cooled chiller  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$202,465.00

BCC RESOLUTION#:

eFDO #:2018-004518

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 405 Pike Rd., West Palm Beach

BUILDING NUMBER: 1858

DESCRIPTION OF WORK/SERVICE LOCATION: Fire Rescue HQ

PROJECT/W-Ø. NUMBER: 18609

CONSULTANT/CONTRACTOR: Florida Mechanical, LLC

(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 refurbish all three (3) chillers as per Exhibit "1". The completion of the project will include, but it is not limited to the following: in accordance with Trane OEM Chiller Refurbishment Service and Compressor R'newal program (or approved equal).

CONSTRUCTION	\$202,465.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 20,246.50
TOTAL	\$222,711.50

\* 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:

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:

BAS APPROVED BY:

DATE

ENCUMBRANCE NUMBER:

**BID SUMMARY**

Project Name: FIRE RESCUE HQ –RECONDITION WATER COOLED CHILLERS							
Project No. 18609							
Bid Opening Date: Thursday, June 6, 2019							
CONTRACTOR	FLORIDA MECHANICAL	THERMO AIR	PRECISION AIR SYSTEMS INC.	HYVAC MECHANICAL SERVICES	CEDARS ELECTRO MECHANICAL INC.		
BID	\$202,465.00	\$233,500.00	\$308,388.00	\$318,132.00	\$404,375.00		
BID BOND REQUIRED ONLY IF BID IS OVER \$200K	√	X	√	√	√		
ADDENDUMs 1 - ** ACKNOWLEDGED	√	√	√	√	√		
ADDENDUMs 2 ACKNOWLEDGED	√	√	√	√	√		
ADDENDUMs 3 ACKNOWLEDGED	√	√	√	√	√		
ADDENDUMs 4 ACKNOWLEDGED	N/A	N/A	N/A	N/A	N/A		
ATTACHMENT 2 (OEBO SCHEDULE 1)	√	√	√	√	√		
OEBO PARTICIPATION	<u>20% / \$40,493.00</u>	<u>0% / \$0.00</u>	<u>0% / \$0.00</u>	<u>0% / \$0.00</u>	<u>100% / \$404,375.00</u>		
ATTACHMENT 2 (OEBO SCHEDULE 2)	√	√	√	√	√		

Bid Documents opened by: pl

Bids Documents recorded by: ML R

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

R

PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
COMPETITIVE QUOTATION COMPARISON

Project Name: FIRE RESCUE HQ –RECONDITION WATER COOLED CHILLERS

Project No. 18609

SOLICITATION DATE: Tuesday, April 23, 2019  
QUOTATION RECEIPT DATE: Thursday, June 6, 2019

	Vendor	Dollar Quotation	Comments (SBE)
1	FLORIDA MECHANICAL, LLC	\$202,465.00	20% / \$40,493.00
2	THERMO AIR	\$233,500.00	0% / \$0.00
3	PRECISION AIR SYSTEMS INC.	\$308,388.00	0% / \$0.00
4	HYVAC MECHANICAL SERVICES	\$318,132.00	0% / \$0.00
5	CEDARS ELECTRO MECHANICAL IN	\$404,375.00	100% / \$404,375.00

Bid opened by: P Lancaster 6/6/19 Bid recorded by: [Signature] 6-6-19  
SIGNATURE DATE SIGNATURE DATE

COMMENTS:

ESTIMATE: N/A  
THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. ml.  
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. ml.

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: **FLORIDA MECHANICAL, LLC** PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

[Signature]  
Signature  
[Signature]  
Approved

6/11/19  
Date  
6/25/19  
Date

Annual Contract - HVAC 2018: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

					Procurement Project Implementation Group										
PROJECT INFORMATION					DOLLARS										SBE P
PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY	\$SBE Work Order	%SBE Work Order	\$M/WBE Work Order	%Minority Work Order			
					TO-DATE	AT RENEWAL	THIS TERM	REMAINING							
FYXX - Xst QUARTER															
Fire Rescue HQ - recondition water cooled chillers	Florida	EBO	\$202,465.00	19-023	\$6,452,065.05	\$3,793,638.31	\$1,483,713.19	\$2,047,934.95	\$0.00	0.00%	0.00	0.00%			
										#DIV/0!		#DIV/0!			
										#DIV/0!		#DIV/0!			
										#DIV/0!		#DIV/0!			
INSERT ROWS ABOVE HERE ONLY															
Phyllis ---- I copy from coloumn 'J' to Column 'X'															
									3,961,573.80		0.00				
HVAC Annual			TOTAL WORK ORDERS	TOTAL SBE WORK ORDERS	TOTAL EBO WORK ORDERS				TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %			
Air Handlers of the Palm Beaches Totals	Air Handler		\$28,691.00	\$28,691.00	\$0.00				\$28,691.00	100.00%	\$0.00	0.00%			
Cedars Totals	Cedars		\$517,285.00	\$197,910.00	\$319,375.00				\$473,190.63	91.48%	\$0.00	0.00%			
Stokes Totals	Stokes		\$1,466,790.67	\$1,368,594.67	\$98,196.00				\$1,290,751.67	88.00%	\$0.00	0.00%			
Farmer & Irwin Totals	Farmer		\$483,835.08	\$394,820.08	\$89,015.00				\$15,427.00	3.19%	\$0.00	0.00%			
Precision Air Totals	Precision		\$1,942,467.03	\$1,528,485.84	\$413,981.19				\$1,011,973.08	52.10%	\$0.00	0.00%			
Airtex Totals	Airtex		\$1,045,544.00	\$1,045,544.00	\$0.00				\$979,986.00	93.73%	\$0.00	0.00%			
Thermo Totals	Thermo		\$622,460.27	\$622,460.27	\$0.00				\$129,179.48	20.75%	\$0.00	0.00%			
Florida Mechanical LLC	Florida		\$452,503.00	\$0.00	\$452,503.00				\$32,374.94	7.15%	\$0.00	0.00%			
Quantum Mechanical, LLC	Quantum		\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%			
Total			\$6,559,576.05	\$5,186,505.86	\$1,373,070.19				\$3,961,573.80	60.39%	\$0.00	0.00%			