

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 05, 2020

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Order No. 20-008 to the annual Heating, Ventilation, and Air Conditioning (HVAC) contract with Farmer & Irwin Corp. (Contractor) (R2020-0020) in the amount of \$356,900 for the Green Cay Nature Center Chiller and Air Handler Unit Replacement project for a period of 90 days from permit issuance or until project is complete.

**Summary:** The work consists of furnishing the labor, equipment, and materials needed to remove the existing HVAC split systems and installing a new 125 ton chiller and three (3) Air Handler Units (AHU). The existing equipment is more than 15 years old, requires frequent repairs and ensuring continued operation is becoming increasingly difficult. The new equipment will increase the overall building energy efficiency and reduce long term operational and maintenance cost. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. This work order was solicited pursuant to the HVAC annual contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was last presented to the Goal Setting Committee on March 4, 2020 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when at least three (3) SBE are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference if their bid is within 10% of the lowest non-SBE bid for projects over \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is not a certified SBE but submitted 27.64% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 67.44%. The Contractor is a Palm Beach County business. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 5 (LDC)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on December 19, 2019 and Farmer & Irwin Corp submitted the lowest responsive and responsible bid of the six (6) bids received.

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 20-008
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract HVAC 2020 Control Sheet

Recommended by:  Department Director      4/7/2020 Date

Approved by:  County Administrator      4/5/2020 Date

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$392,590	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$392,590</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

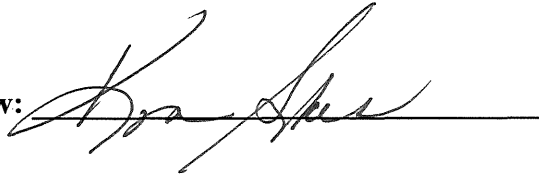
Budget Account No: Fund 3804 Dept 411 Unit B629-05 Object 4907

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

Funding for this project will be from the Public Building Improvement Fund.


CONSTRUCTION	\$356,900
CONTINGENCY	\$ 35,690
TOTAL	\$392,590

**C. Departmental Fiscal Review:**



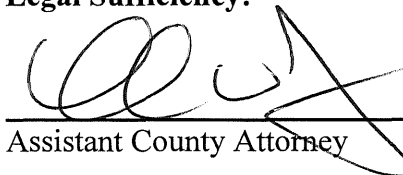
**III. REVIEW COMMENTS**

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

 4/9/2020  
 OFMB BR 419 LM 419

 4/14/2020  
 Contract Development and Control

**B. Legal Sufficiency:**

 4/15/2020  
 Assistant County Attorney

**C. Other Department Review:**

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

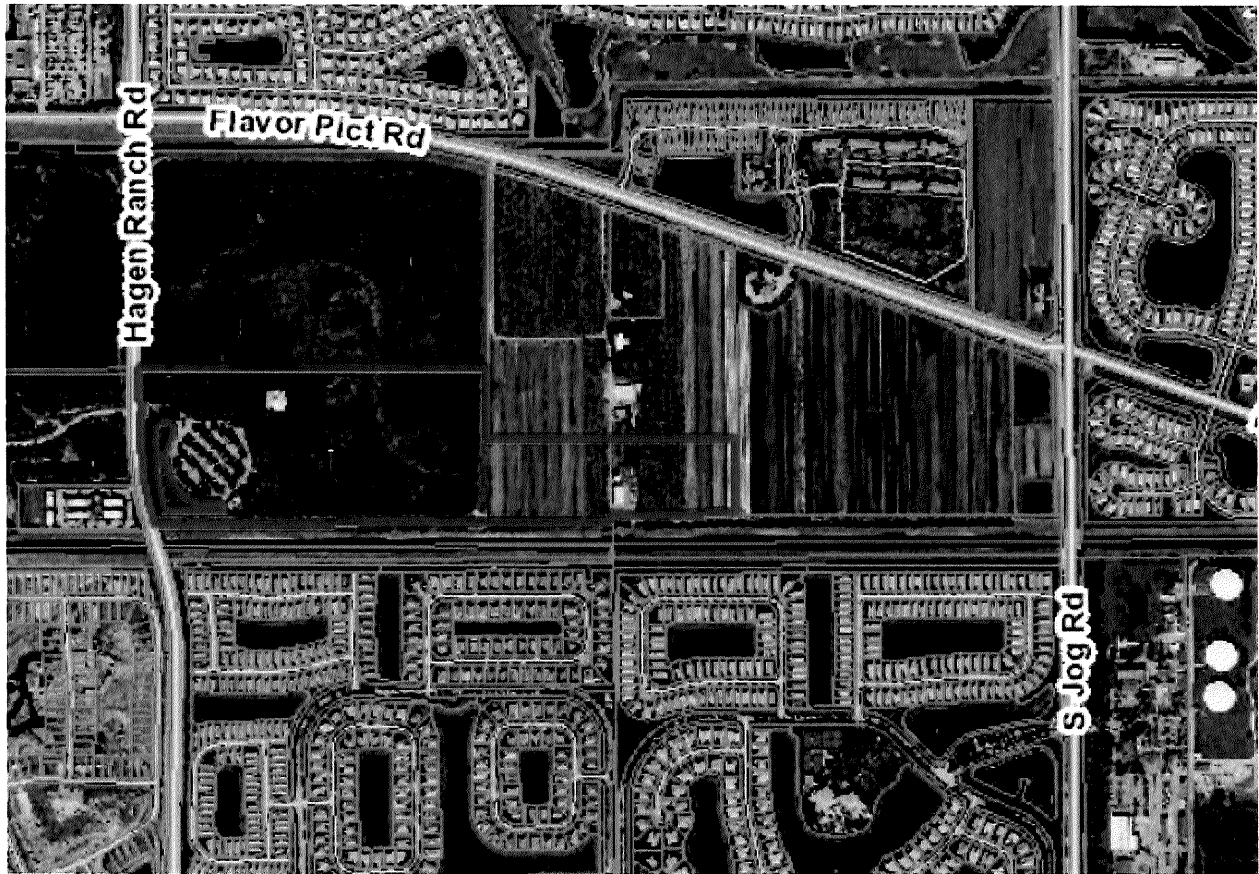
**This summary is not to be used as a basis for payment.**

# LOCATION MAP

Project No: 17437

Project Name: Green Cay Nature Center Chiller and Air Handler Unit Replacement

Location: 12800 Hagen Ranch Road, Boynton Beach



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 1/24/20      REQUESTED BY: Tom McNamara *TM*      PHONE: 233-2057

PROJECT TITLE: Green Cay Nature Center – chiller & air handler replacement  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCCRESOLUTION#: R2020-0020

REQUESTED AMOUNT: \$356,900.00

DATE: 01/07/20

eFDO #: 2017-021018

CSA or CHANGE ORDER NUMBER:

LOCATION: 12800 Hagen Ranch Rd., Boynton Beach

*MO*  
*3/26/2020*

BUILDING NUMBER: 1582

DESCRIPTION OF WORK/SERVICE LOCATION: Green Cay Nature Center

PROJECT/W.O. NUMBER: 17437

CONSULTANT/CONTRACTOR: Farmer & Irwin Corp. (HVAC)

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

Remove existing 125 ton chiller and (3) HVAC split systems and install with new 125 ton chiller and (3) HVAC AHU's and associated duct connections and valves per Attachment C provided by Capital Improvements Division.

CONSTRUCTION	\$356,900.00	
PROFESSIONAL SERVICES	\$ NA	
STAFF COSTS*	\$ 2,400.00	<i>OKS</i>
EQUIP. / SUPPLIES	\$ NA	
CONTINGENCY	\$ 35,690.00	
TOTAL	\$394,990.00	<i>\$392,590</i>

\* 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: *3804*      DEPT: *411*      UNIT: *B629-05*      OBJ: *4907*

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: *Kim Sles*

DATE: *2/10/2020*

ENCUMBRANCE NUMBER: \_\_\_\_\_

**WORK ORDER 20-008 TO CONTRACT FOR  
ANNUAL HVAC  
FOR  
GREEN CAY NATURE CENTER – CHILLER & AIR HANDLER REPLACEMENT  
PROJECT NO. 17437**

**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 Farmer & Irwin Corp., a corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated January 7, 2020 (R2020-0020) (“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 services between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$356,900** for the construction costs of removing the existing 125 ton chiller and (3) HVAC split systems and installing a new 125 ton chiller and (3) HVAC Air Handler Units (AHU’s) with associated connections and valves as set forth on the **Bid Form** 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 **90** 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 27.64% SBE subcontracting participation on this Contract. Contractor will provide 27.64% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2  
APIs

Bid Bond/Security  
Project Requirements  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

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

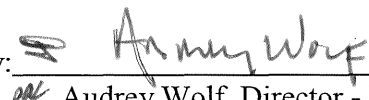
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, 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

SUSAN CALVARUSO  
Name (type or print)

PETER C. FEDOR  
PRESIDENT  
\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

(Corporate Seal)

**BID FORM**

**PROJECT NUMBER: 17437**

**PROJECT NAME: Green Cay Nature Center - Chiller Replacement & Air Handler**

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

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

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

**1. TOTAL QUOTE/BID AMOUNT**                      \$ 356,900.00

Written amount Three hundred fifty six thousand nine hundred + 00/100

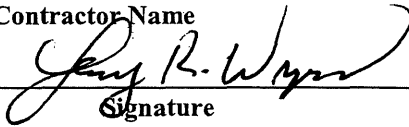
**2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.**

**3. Is the Bidder a Palm Beach County certified 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.

QUOTE/BID PROVIDED BY: Farmer & Irwin Corp.

**Contractor Name**



**Signature**

12.19.19

**Date**

Larry R. Wrye, Vice President

**Title**

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



# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

**SOLICITATION/PROJECT/BID NAME:** Green Cay Nature Center - Chiller Replacement  
**NAME OF PRIME RESPONDENT/BIDDER:** Farmer & Irwin Corp.  
**CONTACT PERSON:** Lonnie Murphy II - Ext. 390  
**SOLICITATION OPENING/SUBMITTAL DATE:** 12.19.19 - 2 p.m.

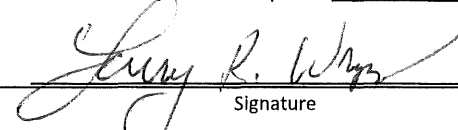
**SOLICITATION/PROJECT/BID No.:** 17437  
**ADDRESS:** 3300 Ave. K, Riviera Beach FL 33404  
**PHONE NO.:** 561.842.5316 **E-MAIL:** lmurphy@fandicorp.com  
**DEPARTMENT:** HVAC Division


**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY 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	
		Minority/Women Business	Small Business					(Please Specify)	
1. Wisch & Jackson Co. of FL, Inc. 861 Jupiter Park Dr - Ste A Jupiter, FL 33458 561.747.0484	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	\$49,900.00	_____	_____	
2. Godfrey Electric, Inc. 1222 Omar Rd, W. Palm Beach, FL 33405 561.833.3753	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$40,265.00	_____	
3. Pro Insulation 12838 Temple Blvd. West Palm Beach, FL 33412 561.791.9449	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$8,485.00	_____	
4. Farmer & Irwin Corp. 3300 Ave. K, Riviera Bch, FL 33404 561.842.5316	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$258,250.00	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)						<b>Total</b>	\$49,900.00	\$48,750.00	\$258,250

Total Bid Price \$ \$356,900

Total SBE - M/WBE Participation \$98,650.00

I hereby certify that the above information is accurate to the best of my knowledge:   
Signature

  
Title

- 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 an 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: 17437

SOLICITATION/PROJECT NAME: Green Cay Nature Center - Chiller Replacement

Prime Contractor: Farmer & Irwin Corp. Subcontractor: N/A

**(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 if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

**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.

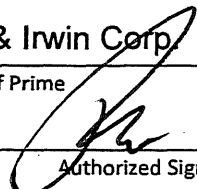
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Controls				\$49,900

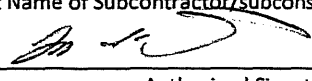
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$49,900.00

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.

N/A Price or Percentage: \_\_\_\_\_

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

Farmer & Irwin Corp.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Peter C. Fedor  
 Print Name  
President  
 Title  
 Date: 12/19/19

Wisch & Jackson Co.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Mark Deiana  
 Print Name  
Sales Engineer  
 Title  
 Date: 12/19/19

**Palm Beach County  
Office of Small Business Assistance**

Certifies That

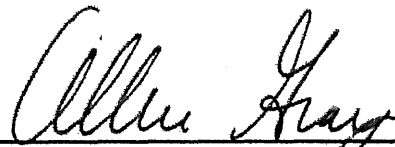
**Wisch & Jackson Co. of Florida, Inc.**

Vendor # VC0000104747

*is a Small/Women Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from November 28, 2017 to November 27, 2020*

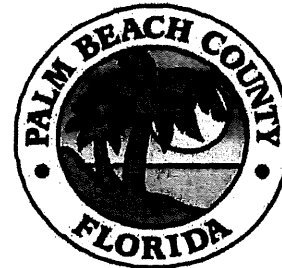
The following Services and/or Products are covered under this certification:

**Control Systems: Complete (For Automatic Temperature Control)**



**Allen F. Gray, Manager**

9/18/2017



**Palm Beach County Board of County Commissioners**

Paulette Burdick, Mayor  
Melissa McKinlay, Vice Mayor  
Hal Valeche  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger  
Mack Bernard

**County Administrator**  
Verdenia C. Baker

**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: 17437

SOLICITATION/PROJECT NAME: Green Cay Nature Center - Chiller Replacement

Prime Contractor: Farmer & Irwin Corp. Subcontractor: Godfrey Electric, Inc.

**(Check box(s) that apply)**

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/14/22

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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	Quantity/ Units	Contingendes/ Allowances	Total Price/Percentage
	<u>ELECTRICAL</u>				\$40,265.00

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: \$40,265.00

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.

n/a Price or Percentage: \_\_\_\_\_

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

Farmer & Irwin Corp.  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
Larry R. Wrye  
 Print Name  
Vice President  
 Title  
 Date: 12.19.19

Godfrey Electric  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
Albert A. Godfrey  
 Print Name  
V.P.  
 Title  
 Date: 12/17/19

***Palm Beach County  
Office of Equal Business Opportunity***

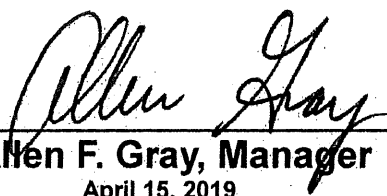
Certifies That

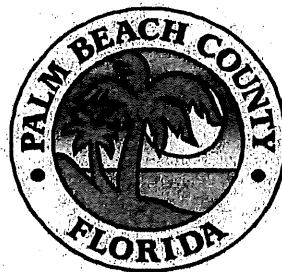
**Godfrey Electric, Inc.  
Vendor # VC0000115055**

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the  
Palm Beach County Code for a three year period from April 15, 2019 to April 14, 2022*

The following Services and/or Products are covered under this certification:

**(91082)Wiring and Other Electrical Maintenance and Repair Services  
(91438) Electrical**

  
Allen F. Gray, Manager  
April 15, 2019



**Palm Beach County Board of County Commissioners**

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal Valeche  
Greg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay,

**County Administrator**  
Verdenia C. Baker

**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: 17437  
 SOLICITATION/PROJECT NAME: Green Cay Nature Center - Chiller Replacement

Prime Contractor: Farmer & Irwin Corp. Subcontractor: Pro Insulation, Inc.

**(Check box(s) that apply)**  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/14/19

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

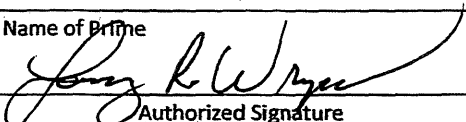
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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.

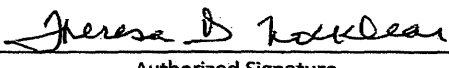
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	HVAC Insulation				\$8,485.00

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: \$8,485.00

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.

N/A Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

**Farmer & Irwin Corp.**  
 Print Name of Prime  
 By:   
 Authorized Signature  
 Larry R. Wrye  
 Print Name  
**Vice President**  
 Title  
 Date: 12/19/19

**Pro Insulation, Inc.**  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Theresa D Loukcar  
 Print Name  
President  
 Title  
 Date: 12/19/19

# Palm Beach County Office of Equal Business Opportunity (OEBO)

Certifies That

## Pro Insulation, Inc.

VENDOR # PROI0005

is a **Small Business Enterprise (SBE)** as prescribed by  
section 2-80.21 – 2-80.30 of the Palm Beach County Code for a three-year-period from

### June 14, 2019 to June 13, 2022

The following Services and/or Products are covered under this certification:

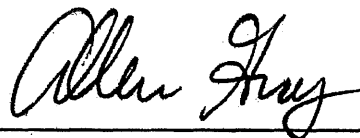
01014 Adhesives and Cements, Insulation

01030 Bands, Clips, and Wires (For Pipe Insulation)

01065 Jacketing (For Insulation): Canvas, Osnaburg, etc.

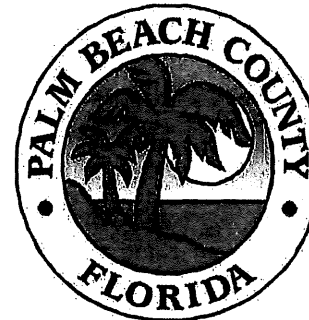
01078 Pipe and Tubing Insulation, All Types

91453 Insulation



**Allen Gray, Manager**

Friday, June 14, 2019



**Palm Beach County Board of County Commissioners**

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal Valeche  
Greg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay

**County Administrator**

Verdenia Baker

**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: 17437

SOLICITATION/PROJECT NAME: Green Cay Nature Center - Chiller Replacement

Prime Contractor: Farmer & Irwin Corp. Subcontractor: N/A

**(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 if applicable):

<b><u>Column 1</u></b>	<b><u>Column 2</u></b>	<b><u>Column 3</u></b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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.

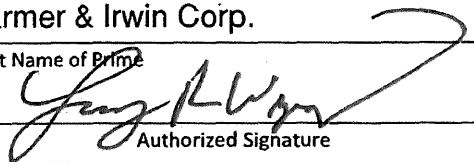
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	HVAC				\$258,250.00

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: \$258,250.00

**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.**

N/A Price or Percentage: \_\_\_\_\_

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

Farmer & Irwin Corp.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Larry R. Wrye  
 Print Name  
Vice President  
 Title  
 Date: 3/31/2020

n/a  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 Date: \_\_\_\_\_



ATTACHMENT "A"

(for IAQ Remediation, Overhead Doors, Painting Weatherproofing, HVAC, Plumbing, Sportslighting)

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.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

SBE Sheltered Market for Small Construction Contracts

**When at least 3 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:**

**IFQ/B ATTACHMENT B**  
**Include Attachment B if bid is \$200,000 or more**

PROJECT NUMBER: 17437

PROJECT NAME: Green Cay Nature Center - Chiller Replacement & Air Handler

DATE: December 19, 2019

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Farmer & Irwin Corp.  
\_\_\_\_\_  
(hereinafter called "Principal"), and \_\_\_\_\_  
North American Specialty Insurance Company (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid  
\_\_\_\_\_  
Dollars, (\$ 5% ), (which sum is **at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Green Cay Nature Center - Chiller Replacement & Air Handler, Project Number 17437**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

IN WITNESS WHEREOF, the said Farmer & Irwin Corp.  
as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_  
\_\_\_\_\_, and attested by its \_\_\_\_\_ under  
the corporate seal, and the said North American Specialty Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
\_\_\_\_\_, and attested by its corporate Seal, this 19th day of December, A.D., 20 19.

ATTEST:

(SEAL)



SUSAN CALVARUSO  
Print Name

TITLE: BID COORDINATOR

Farmer & Irwin Corp.  
(Contractor Name)

By:   
(Signature)

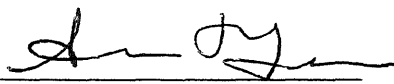
PETER C. FEDOR  
PRESIDENT  
Print Name:

ATTEST:


(SEAL)

\_\_\_\_\_

Amber Tew  
Print Name

TITLE: 

North American Specialty Insurance Company  
(Surety Name)

By:   
(Signature)

Print Name: Jennifer Rebecca Spurway  
Attorney-in-Fact & FL Licensed Agent

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

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 Kansas City, Missouri, 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 Kansas City, Missouri, each does hereby make, constitute and appoint:

JENNIFER REBECCA SPURWAY

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:

FIFTY MILLION (\$50,000,000.00) 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 both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, 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 [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of March, 2019.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 13th day of March, 2019, 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 Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, 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.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, 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 and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of December, 2019.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

**IFQ/B ATTACHMENT C  
PROJECT REQUIREMENTS  
Annual Contract - HVAC**

Contact: Tom McNamara, Capital Improvements Division  
Phone: (561) 233-2057  
Project Title: Green Cay Nature Center - Chiller & Air Handler Replacement  
Project #: 17437  
Project Location: 12800 Hagen Ranch Rd, Boynton Beach, 33437

**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 7:30 am to 4:00 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 approved product submittals 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, to include if required any building heat load calculations.

**2. SCOPE OF WORK**

Remove the existing 125 ton chiller and (3) three HVAC split systems and install with new 125 ton chiller and (3) three HVAC AHU's and associated duct connections and valves as per the engineered drawings and specifications provided by Gartek Engineering Corporation as outlined in Exhibit "1" and "2".

**3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Trane; substitutions require owners' prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

**4. 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.

**5. EXISTING EQUIPMENT**

- a. Contractor shall be responsible for storage of all old equipment, loading, delivery and off-loading such equipment to Palm Beach County's Fixed Asset Division at 2455 Vista Parkway, WPB, FL.
- b. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- c. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

**6. 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.

**7. 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.

**8. 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.

**9. PREPARATION**

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

**10. 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.

**11. INSTALLATION**

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

**12. 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. Compressors shall have a five (5) year warranty.

**13. CLEAN UP**

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



Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

**14. SECURITY**

**All bidders must have badged employees as identified below prior to commencement of work.**

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

# Exhibit 1

Confidential floor plan may be obtained by contacting [FDO-CID-Bids@pbcgov.org](mailto:FDO-CID-Bids@pbcgov.org) or calling (561) 233-0261.

# Exhibit 2

Technical specifications (298 pages) may be obtained by contacting [FDO-CID-Bids@pbcbgov.org](mailto:FDO-CID-Bids@pbcbgov.org) or calling (561) 233-0261.

April 3, 2020

Farmer & Irwin Corp.  
Attn: Susan Calvaruso  
3300 Avenue K  
Riviera Beach, FL 33404

**RE: BOND NO. 2281880  
Green Cay Nature Center – chiller & air handler replacement; Project 17437**

Dear Susan:

At the time of execution of the Performance and Payment Bonds, a contract date had not been established; therefore the bonds are not dated. Please let this letter serve as authorization for Farmer & Irwin Corp. and/or the Palm Beach County Board of County Commissioners Capital Improvements Division to insert dates where indicated on the bonds and power of attorney once a contract date is determined.

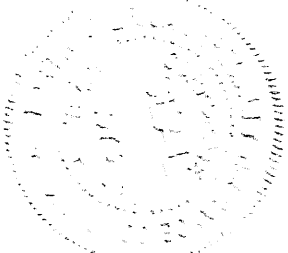
**Please note that the bonds cannot be dated prior to the Contract Date.**

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis service team.

Regards,  
**North American Specialty Insurance Company**



Jennifer Rebecca Spurway  
Attorney-in-Fact  
Florida Licensed Resident Agent



Jennifer Spurway  
Senior Client Manager, Surety

3407 W Dr. Martin Luther King Jr. Blvd  
Lakeside, Suite 200  
Tampa, FL 33607  
USA

D +1 813 490 6830  
E [jennifer.spurway@willistowerswatson.com](mailto:jennifer.spurway@willistowerswatson.com)  
W [willistowerswatson.com](http://willistowerswatson.com)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05(8) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 2281880

BOND AMOUNT Three Hundred Fifty-Six Thousand Nine Hundred and 00/100 (\$356,900.00)

CONTRACT AMOUNT Three Hundred Fifty-Six Thousand Nine Hundred and 00/100 (\$356,900.00)

CONTRACTOR'S NAME: Farmer & Irwin Corp.

CONTRACTOR'S ADDRESS: P. O. Box 10117; 3300 Avenue K, Riviera Beach, FL 33404

CONTRACTOR'S PHONE: \_\_\_\_\_

SURETY COMPANY: North American Specialty Insurance Company

SURETY'S ADDRESS: 1200 Main Street, Suite 800,  
Kansas City, MO 64105

SURETY'S PHONE: (913) 676-5200

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: Green Cay Nature Center – chiller & air handler replacement

PROJECT NUMBER: 17437

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Remove existing 125 ton chiller and (3) HVAC split systems and install  
a new 125 ton chiller and (3) HVAC AHU's with associated duct connections and valves.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
12800 Hagen Ranch Rd., Boynton Beach

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 herein below defined, in the amount of

Dollars (\$356,900.00)

(Three hundred fifty-six thousand nine hundred 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: Green Cay Nature Center – chiller replacement & air handler replacement  
Project No.: 17437  
Project Description: Remove existing 125 ton chiller and (3) HVAC split systems and install a new 125 ton chiller and (3) HVAC AHU's with associated duct connections and valves.  
Project Location: 12800 Hagen Ranch Rd., Boynton 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 removing existing 125 ton chiller and (3) HVAC split systems and install a new 125 ton chiller and (3) HVAC AHU's with associated duct connections and valves, 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.

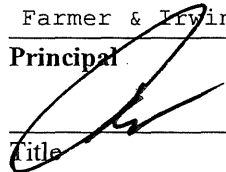
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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

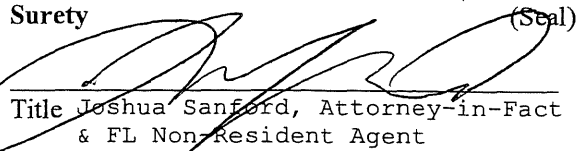
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in 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

Farmer & Irwin Corp.  
**Principal**  (Seal)  
PETER C. FEDOR  
PRESIDENT  
Title

  
Witness Jacqueline Susco

North American Specialty Insurance Company  
**Surety**  (Seal)  
Title Joshua Sanford, Attorney-in-Fact  
& FL Non-Resident Agent

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.

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:

STACY RIVERA, DONNA M. PLANETA, JOSHUA SANFORD, AIMEE R. PERONDINE, AIZA LOPEZ,

BRIAN PETERS, DANIELLE D. JOHNSON, STEPHANI A. TRUDEAU and MICHELLE ANNE McMAHON

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 [Signature] 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 [Signature] Michael 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 this 7th day of December, 20 17.

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

State of Illinois
County of Cook

ss:

On this 7th day of December, 20 17, 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.



[Signature] 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 day of, 20.

[Signature]

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



**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Farmer & Irwin Corp. and Surety Name: North American Specialty Insurance Company

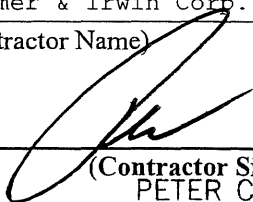
**We the undersigned** hereby guarantee that the (Green Cay Nature Center chiller & air handler replacement; 17437) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements 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.

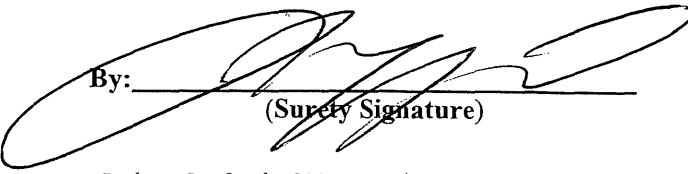
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

Farmer & Irwin Corp.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)  
PETER C. FEDOR  
PRESIDENT  
(Print Name and Title)

North American Specialty Insurance Company  
(Surety Name) (Seal)

By:   
(Surety Signature)  
Joshua Sanford, Attorney-in-Fact &  
FL Non-Resident Agent  
(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:

STACY RIVERA, DONNA M. PLANETA, JOSHUA SANFORD, AIMEE R. PERONDINE, AIZA LOPEZ,

BRIAN PETERS, DANIELLE D. JOHNSON, STEPHANI A. TRUDEAU and MICHELLE ANNE McMAHON

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 Michael 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 7th day of December, 2017.

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

State of Illinois
County of Cook

ss:

On this 7th day of December, 2017, 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 day of, 20

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/21/2019

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.

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.

PRODUCER: CAL Risk Management, 23 Eganfuskee Street, Suite 102, Jupiter, FL 33477. CONTACT NAME: Suzanne Nelson, PHONE: (561) 868-6291, FAX: (561) 427-6730, E-MAIL ADDRESS: Snelson@callc.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Old Republic Insurance Company (24147), INSURER B: North River Insurance Company (21105), INSURER C: Aspen American Insurance Company (43460).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project #: 19601, PBC Annual HVAC Contract PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS is included as additional insured for ongoing and completed operations on the general liability per forms CG2010 0704 & CG2037 0704, on the auto liability and on the excess liability when required by written contract.

CERTIFICATE HOLDER: PBC BOARD OF COUNTY COMMISSIONERS, C/O CAPITAL IMPROVEMENTS, 2633 N. JOG ROAD, West Palm Beach, FL 33411. CANCELLATION: 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: [Signature]

PRE-BID Mandatory  
 PM: Tom McNamara  
 ANNUAL: HVAC

### BID SUMMARY

Project Name: Green Cay Nature Center - Chiller Replacement & AirHandler							
Project No. 17437							
Bid Opening Date: Thursday, December 19, 2019							
CONTRACTOR	Farmer & Irwin Corp.	E.C. Stokes Mechanical Contractor, Inc.	Quantum Mechanical, LLC	Hyvac, Inc.	The Airtex Corporation	Cedars Electro-Mechanical, Inc.	Florida Mechanical LLC
BID	\$356,900.00	\$373,330.00	\$419,888.00	\$456,935.00	\$498,930.00	\$542,474.00	submitted bid
BID BOND	✓	✓	✓	✓	✓	✓	not at mandatory pre-bid
ADDENDUMs 1 - ** ACKNOWLEDGED							
ADDENDUMs 2 ACKNOWLEDGED							
ADDENDUMs 3 ACKNOWLEDGED							
ADDENDUMs 4 ACKNOWLEDGED							
SBE SCHEDULE 1	✓	✓	✓	✓	✓	✓	
SBE PARTICIPATION	27.64%	24.15%	100.00%	0.00%	85.77%	90.30%	
SBE SCHEDULE 2	✓	✓	✓	✓	✓	✓	

Bid Documents opened by: 

Bids Documents recorded by: 

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

ATTACHMENT # 4

## Phyllis Lancaster

---

**From:** Terry Hearn  
**Sent:** Wednesday, January 22, 2020 8:42 AM  
**To:** Anny Valera; Brian Roy; Debra Chalhoub; delbers@fandicorp.com; EC Stokes Mechanical Contractor Inc.; Janice Brown (jbrown@airtexcorp.com); kkammer@airtexcorp.com; Maureen Schneider; Susan Calvaruso - Farmer & Irwin; lhall@hyvacinc.com; jprincevalli@hyvacinc.com  
**Cc:** Tom McNamara; Phyllis Lancaster  
**Subject:** 17437 Green Cay Nature Center - Chiller Replacement & Air Handler  
**Attachments:** 17437 Bid Summary Approved.pdf  
**Importance:** High

Attached is the approved Bid Summary from the bids opened on December 19, 2019 for the above referenced project. Please contact us with any questions and thank you for participating in our process.

Thanks,

*Terry Hearn*

*Technical Assistant II  
Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603*

*Direct Dial: (561) 233-0283  
Email: [THearn@pbcgov.org](mailto:THearn@pbcgov.org)*

ATTACHMENT # 5

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON			
Project Name: Green Cay Nature Center - Chiller Replacement & Air Handler Project No. 17437			
SOLICITATION DATE:		Wednesday, November 20, 2019	
QUOTATION RECEIPT DATE:		Thursday, December 19, 2019	
	Vendor	Dollar Quotation	Comments (SBE)
1	Farmer & Irwin Corp.	\$356,900.00	27.64%
2	E.C. Stokes Mechanical Contractor,	\$373,330.00	24.15%
3	Quantum Mechanical, LLC	\$419,888.00	100.00%
4	Hyvac, Inc.	\$456,935.00	0.00%
5	The Airtex Corporation	\$498,930.00	85.77%
6	Cedars Electro-Mechanical, Inc.	\$542,474.00	90.30%
7			
8			
9			
10			
Bid opened by: <u>P. Pincaster</u> <u>12/19/19</u> <small>SIGNATURE DATE</small>		Bid recorded by: <u>[Signature]</u> <u>12/19/19</u> <small>SIGNATURE DATE</small>	
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. <u>[Signature]</u>			
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <u>[Signature]</u>			
BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>Farmer &amp; Irwin Corp.</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.			
Signature <u>[Signature]</u>		Date <u>1.22.20</u>	
Approved		Date	

**Phyllis Lancaster**

---

**From:** Terry Hearn  
**Sent:** Thursday, January 23, 2020 11:14 AM  
**To:** Anny Valera; Brian Roy; Debra Chalhoub; delbers@fandicorp.com; EC Stokes Mechanical Contractor Inc.; Janice Brown (jbrown@airtexcorp.com); kkammer@airtexcorp.com; Maureen Schneider; Susan Calvaruso - Farmer & Irwin; lhall@hyvacinc.com; jprincevalli@hyvacinc.com  
**Cc:** Tom McNamara; Phyllis Lancaster  
**Subject:** 17437 Green Cay Nature Center - Chiller Replacement & Air Handler  
**Attachments:** 17437 Competitive Quotation Comparison Approved.pdf  
**Importance:** High

Attached is the approved Competitive Quotation Summary and the award recommendation for the above referenced project.

Should you have any questions, please let us know.

Thanks,

*Terry Hearn*

*Technical Assistant II  
Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603*

*Direct Dial: (561) 233-0283  
Email: [THearn@pbcgov.org](mailto:THearn@pbcgov.org)*

PRE-BID Mandatory  
 PM: Tom McNamara  
 ANNUAL: HVAC

### BID SUMMARY

Project Name: Green Cay Nature Center - Chiller Replacement & AirHandler							
Project No. 17437							
Bid Opening Date: Thursday, December 19, 2019							
CONTRACTOR	Farmer & Irwin Corp.	E.C. Stokes Mechanical Contractor, Inc.	Quantum Mechanical, LLC	Hyvac, Inc.	The Airtex Corporation	Cedars Electro-Mechanical, Inc.	Florida Mechanical LLC
BID	\$356,900.00	\$373,330.00	\$419,888.00	\$456,935.00	\$498,930.00	\$542,474.00	submitted bid
BID BOND	✓	✓	✓	✓	✓	✓	not at mandatory pre-bid
ADDENDUMs 1 -** ACKNOWLEDGED							
ADDENDUMs 2 ACKNOWLEDGED							
ADDENDUMs 3 ACKNOWLEDGED							
ADDENDUMs 4 ACKNOWLEDGED							
SBE SCHEDULE 1	✓	✓	✓	✓	✓	✓	
SBE PARTICIPATION	27.64%	24.15%	100.00%	0.00%	85.77%	90.30%	
SBE SCHEDULE 2	✓	✓	✓	✓	✓	✓	

Bid Documents opened by: 

Bids Documents recorded by: 

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

ATTACHMENT # 4



**ATTACHMENT # 5**

**PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
COMPETITIVE QUOTATION COMPARISON**

Project Name: Green Cay Nature Center - Chiller Replacement & Air Handler

Project No. 17437

SOLICITATION DATE: **Wednesday, November 20, 2019**

QUOTATION RECEIPT DATE: **Thursday, December 19, 2019**

	Vendor	Dollar Quotation	Comments (SBE)
1	Farmer & Irwin Corp.	\$356,900.00	27.64%
2	E.C. Stokes Mechanical Contractor,	\$373,330.00	24.15%
3	Quantum Mechanical, LLC	\$419,888.00	100.00%
4	Hyvac, Inc.	\$456,935.00	0.00%
5	The Airtex Corporation	\$498,930.00	85.77%
6	Cedars Electro-Mechanical, Inc.	\$542,474.00	90.30%
7			
8			
9			
10			

Bid opened by: P. Pincaster 12/19/19  
SIGNATURE DATE

Bid recorded by: [Signature] 12/19/19  
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. [Signature]

THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. [Signature]

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: Farmer & Irwin Corp. PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

Signature \_\_\_\_\_  
[Signature]  
 Approved

Date \_\_\_\_\_  
1.22.20  
 Date

