

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 7, 2020

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 20-013 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with E.C. Stokes Mechanical Contractor, Inc. (R2020-0232) in the amount of \$319,801 for the Morikami Museum- HVAC Replacement project for a period of 60 calendar days from permit issuance or until project is complete.

Summary: The work consists of furnishing the labor, equipment, and materials needed to remove and replace air handler units 2, 3,4,5,6 and associated HVAC controls. The existing air handler units are more than 12 years old and are at the end of their useful life. 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. On August 21, 2019, the Goal Setting Committee applied Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when three (3) or more Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if its bid is within 10% of the lowest responsive and responsible bidder for projects in excess of \$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 17.44% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 47.05%. The Contractor is a local 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 March 12, 2020 and E.C. Stokes Mechanical Contractor, Inc. submitted the lowest responsive and responsible bid of the four (4) bids received.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 20-013
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract HVAC 19601: Control Sheet

Recommended by:  Army Wolf 5/29/20
Department Director Date

Approved by:  J. Baker 6/17/2020
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$351,782	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$351,782	-0-	-0-	-0-	-0-
# 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 B629-06 Object 4907

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

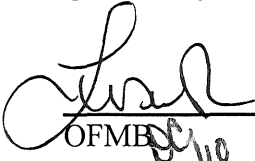
Funding for this project will be from the Public Building Improvement (Ad Valorem) Fund.

CONSTRUCTION	\$319,801.00
CONTINGENCY	\$31,980.10
TOTAL	\$351,781.10

C. Departmental Fiscal Review:  _____

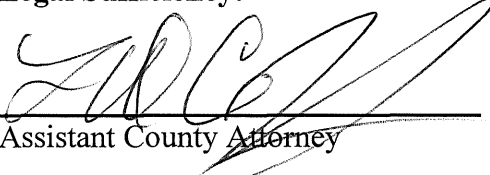
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 6/10/2020
 OFMB PC 6/10 LM 6/10

 6/15/2020
 Contract Development and Control
6/12/20 TW

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: 18343

Project Name: Morikami Museum – HVAC Replacement

Location: 4000 Morikami Rd., Delray Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/24/20

REQUESTED BY: Tom McNamara *TM*

PHONE: 233-2057

PROJECT TITLE: Morikami Museum – HVAC replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#: *2020-0232*
DATE: *3/10/20*

REQUESTED AMOUNT: \$319,801.00
eFDO #: 2018-066485

CSA or CHANGE ORDER NUMBER:

LOCATION: 4000 Morikami Rd., Delray Beach

MO
4/8/2020

BUILDING NUMBER: 466

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 18343

CONSULTANT/CONTRACTOR: E.C. Stokes Mechanical Contractor, Inc. (HVAC)

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

Remove existing HVAC AHU's #2, 3, 4, 5, 6 and Bac Net HVAC controls and install with all new HVAC AHU's and Bac Net controls per Attachment C and Addendum 1 provided by Capital Improvements Division.

CONSTRUCTION	\$319,801.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ <i>1,600.00</i> <i>KS</i>
EQUIP. / SUPPLIES/PERMITS	\$ NA
CONTINGENCY	\$ 31,980.10
TOTAL	\$ <i>353,381.10</i> <i>351,781.10</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: *B629-06* 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: *[Signature]*

DATE *4/8/2020*

ENCUMBRANCE NUMBER: _____

**WORK ORDER 20-013 TO CONTRACT FOR
ANNUAL HEATING VENTILATION AND AIR CONDITIONING (HVAC)
FOR
MORIKAMI MUSEUM – HVAC REPLACEMENT
PROJECT NO. 18343**

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

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated March 10, 2020 (R2020-0232) (“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 **\$319,801.00** for the construction costs of removing existing HVAC AHU’s 2,3, 4, 5, 6 and Bac Net HVAC controls and install with all new HVAC AHU’s and Bac Net controls 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 **60** 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 20.37% SBE subcontracting participation on this Contract. Contractor will provide 17.44% 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

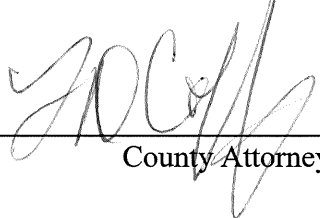
PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

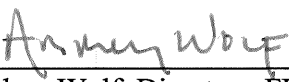
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

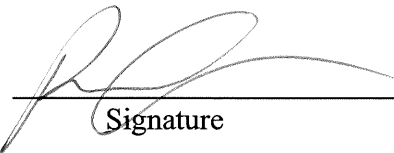
By:  _____
County Attorney


By:  _____
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR

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

SIGNATURE

 _____
Signature

 _____
Signature

Ryon Abramski

Name (type or print)

Susan Stokes

Name (type or print)

President
Title

(Corporate Seal)

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Morikami Museum – HVAC Replacement
 NAME OF PRIME RESPONDENT/BIDDER: Stokes Mechanical Contractor, Inc.
 CONTACT PERSON: Ryon Abramski
 SOLICITATION OPENING/SUBMITTAL DATE: 3/12/20

SOLICITATION/PROJECT/BID No.: 18343
 ADDRESS: 2001 7th Ave N., Lake Worth, FL 33461
 PHONE NO.: 561-582-3589 E-MAIL: estimating@stokes.com
 DEPARTMENT: _____

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 (Please Specify)
		Minority/Women Business	Small Business					
1. Stokes Mechanical Contractor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	\$247,829.00	_____	_____
2. Trinity Insulation 160 NW 16th St., Boca Raton, FL 561-394-9155	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$12,800.00	_____
3. Wisch & Jackson Co of FL Inc 861 Jupiter [ark Dr., Suite A Jupiter, FL 33458 (561) 747-0484	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$55,772.00	_____	_____
4. Accurate Balancing & Commissioning, Inc. 1742 E Rd., Loxahatchee, FL 33470 561-351-0245	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$3,400.00	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

	Total	\$303,601.	\$16,200.
Total Bid Price \$ <u>319,801.00</u>	Total SBE - M/WBE Participation	\$55,772.00	

I hereby certify that the above information is accurate to the best of my knowledge: _____
Ryon Abramski, Director HVAC Operations
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: 18343

SOLICITATION/PROJECT NAME: Morikami Museum – HVAC Replacement

Prime Contractor: Stokes Mechanical Contr., Inc. Subcontractor: Trinity Insulation

(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):

Column 1	Column 2	Column 3
<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 Insulation				\$12,800.00

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: \$12,800.00

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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Stokes Mechanical Contractor, Inc.

Print Name of Prime

By: 
Authorized Signature

Ryon Abramski
Print Name

Director of HVAC Operations
Title

Title

Date: 3/12/20

Trinity Insulation

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Teddy Silva
Print Name

Vice President
Title

Title

Date: 3/12/20

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: 18343

SOLICITATION/PROJECT NAME: Morikami Museum - HVAC Replacement

Prime Contractor: Stokes Mechanical Contractor, Inc. Subcontractor: Wisch and Jackson of Florida

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/28/2017

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

Column 1	Column 2	Column 3
<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
	Building Management System				\$55,772.00

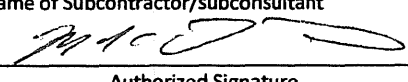
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$55,772.00

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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Stokes Mechanical Contractor, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Ryon Abramski
 Print Name
Director HVAC Operations
 Title
 Date: 3/12/20

Wisch and Jackson of Florida Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Mark Deiana
 Print Name
Sales Engineer
 Title
 Date: March 12, 2020

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: 18343

SOLICITATION/PROJECT NAME: Morikami Museum – HVAC Replacement

Prime Contractor: Stokes Mechanical Contr., Inc. Subcontractor: Accurate Balancing & Commissioning

(Check box(s) that apply)

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

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

Column 1	Column 2	Column 3
<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
1	Test & Balance	3400	1	0	3400

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Stokes Mechanical Contractor, Inc.

Print Name of Prime

By: 

Authorized Signature

Ryon Abramski

Print Name

Director of HVAC Operations

Title

Date: 3/12/20

Accurate Balancing & Commissioning, Inc

Print Name of Subcontractor/subconsultant

By: Robert Shorr

Authorized Signature

Robert Shorr

Print Name

President

Title

Date: 3/11/20

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:**

IN WITNESS WHEREOF, the said E.C. Stokes Mechanical Contractor, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its President
Witness, and attested by its Witness under
the corporate seal, and the said Endurance Assurance Corporation as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
5th, and attested by its corporate Seal, this 5th day of March, A.D., 20 20.

ATTEST:

(SEAL)

Jane Lillie

Jane Lillie
Print Name

TITLE: Witness

E.C. Stokes Mechanical Contractor, Inc.

(Contractor Name)

By: [Signature]
(Signature)

Print Name: Susan Stokes, President

ATTEST:

(SEAL)

[Signature]

Jennifer Stephens
Print Name

TITLE: WITNESS

Endurance Assurance Corporation

(Surety Name)

By: [Signature]
(Signature)

Print Name: Kevin Wojtowicz, Attorney-in-Fact

ENDURANCE ASSURANCE CORPORATION

10657

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Brett Rosenhaus, Kevin Wojtowicz, Laura Mosholder, Charles J. Nielson, Daniel F. Oaks its true and lawful Attorney(s)-in-fact, and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 22nd day of JULY of 2019 at Purchase, New York.

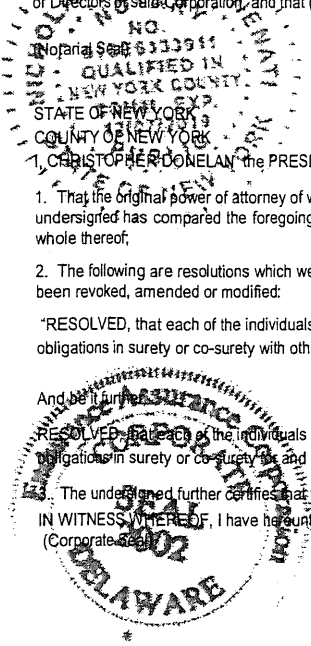
(Corporate Seal) ATTEST

Marianne L. Wilbert signature and name: MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION By Sharon L. Sims signature and name: SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

On the 22nd day of JULY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT OF ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.



Nicholas James Benenati signature and name: Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

ss: MANHATTAN

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of March, 2020

(Corporate Seal)

Christopher Donelan signature and name: CHRISTOPHER DONELAN, PRESIDENT

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

Contact: Tom McNamara, Capital Improvements Division
Phone: (561) 233-2057
Project Title: Morikami Museum – HVAC Replacement
Project #: 18343
Project Location: 4000 Morikami Road, Delray 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 sixty (60) days of permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of product submittal approval 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

The intent of this job is to remove the existing HVAC AHU's # 2,3,4,5,6 and Bac Net HVAC controls and install with all new HVAC AHU's and Bac Net controls as per the engineered drawings and specifications provided in Exhibit "1"

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

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

PROJECT NAME: Morikami Museum – HVAC Replacement

PROJECT NUMBER: 18343

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: March 4, 2020

TO: Prospective Bidders

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

This Addendum consists of one (1) page.

CHANGE TO INVITATION FOR QUOTE/BID FORM:

1. Change bid due date from “March 5, 2020 by 2:00 PM” to read “March 12, 2020 by 2:00 PM”.

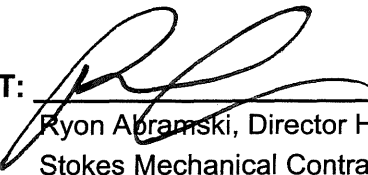
CHANGE TO IFQ/B ATTACHMENT C:

2. **SCOPE OF WORK**, add the following:

Contractor to provide temporary cooling to all areas that are affected by HVAC shutdown.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:



Ryon Abranski, Director HVAC Operations
Stokes Mechanical Contractor, Inc.
END OF ADDENDUM

ADD1-1



NIELSON, WOJTOWICZ, NEU & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

May 7, 2020

E.C. Stokes Mechanical Contractor, Inc.
2001 7th Avenue N.
Lake Worth, FL 33461

RE: Palm Beach County BOCC, as Obligee
Morikami Museum HVAC Replacement, as project
Bond No. EACX4004366

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving E.C. Stokes Mechanical Contractor, Inc., as Principal and/or **Pam Beach County Board of County Commissioners** as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Kevin R. Wojtowicz
Attorney-in-Fact
KRW/jms

ST. PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431

www.nielsonbonds.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER EACX4004366

BOND AMOUNT \$319,801.00

CONTRACT AMOUNT \$319,801.00

CONTRACTOR'S NAME: EC Stokes Mechanical Contractor, Inc.

CONTRACTOR'S ADDRESS: 2001 7th Avenue North, Lake Worth, FL 33461

CONTRACTOR'S PHONE: 561-582-3589

SURETY COMPANY: Endurance Assurance Corpraotion

SURETY'S ADDRESS: 4 Manhattanville Road-3rd Floor

Purchase, NY 10577

SURETY'S PHONE: 914-468-8000

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: Morikami Museum - HVAC replacement

PROJECT NUMBER: 18343

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Remove existing HVAC AHU's #2, 3, 4 5, 6 and Bac Net HVAC
controls and install with all new HVAC AHU's and Bac Net controls.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

4000 Morikami Road, Delray 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 hereinbelow defined, in the amount of

Dollars (\$319,801.00)

(Three hundred nineteen thousand eight hundred one 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: Morikami Museum - HVAC replacement
Project No.: 18343
Project Description: Remove existing HVAC AHU's #2, 3, 4 5, 6 and Bac Net HVAC controls and install with all new HVAC AHU's and Bac Net controls.
Project Location: 4000 Morikami Rd., Delray Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: RGD Consulting Engineers (MEP)
LOCATION OF FIRM: 2151 South Hwy A1A ALT, Suite 2000, Jupiter, FL 33477
PHONE: (561) 743-0165

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 HVAC AHU's #2, 3, 4 5, 6 and Bac Net HVAC controls and install with all new HVAC AHU's and Bac Net controls, 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 Jennifer Stephens

EC Stokes Mechanical Contractor, Inc.

Principal (Seal)



Title Susan Stokes President

Endurance Assurance Corporation

Surety (Seal)



Title Kevin Wojtowicz, 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.

ENDURANCE ASSURANCE CORPORATION

10657

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Brett Rosenhaus, Kevin Wojtowicz, Laura Mosholder, Charles J. Nielson, Daniel F. Oaks its true and lawful Attorney(s)-in-fact, and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment was made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears hereunder under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

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IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 22nd day of JULY of 2019 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert, Senior Vice President

ENDURANCE ASSURANCE CORPORATION By Sharon L. Sims, Senior Vice President

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

On the 22nd day of JULY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument, that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

Notarial Seal: QUALIFIED IN NEW YORK COUNTY STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK CHRISTOPHER DONELAN

CERTIFICATE

CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others: CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And he further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this ___ day of ___, 20__.

(Corporate Seal) Christopher Donelan, President

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: EC Stokes Mechanical Contractor, Inc. and Surety
Name: Endurance Assurance Corporation

We the undersigned hereby guarantee that the (Morikami Museum HVAC replacement, Project #18343) 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

EC Stokes Mechanical Contractor, Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Susan Stokes-President
(Print Name and Title)

Endurance Assurance Corporation
(Surety Name) (Seal)

By: 
(Surety Signature)

Kevin Wojtowicz, Attorney-in-Fact
(Print Name and Title)

ENDURANCE ASSURANCE CORPORATION

10657

POWER OF ATTORNEY

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IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 22nd day of JULY of 2019 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert signature and name: MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION By Sharon L. Sims signature and name: SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN COUNTY OF NEW YORK

On the 22nd day of JULY of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that (s)he signed his (her) name thereto by like order.

Nicholas James Benenati signature

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

Notary seal for Nicholas James Benenati, Notary Public, State of New York, County of New York, Commission Expires 12/6/2019

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further certified that the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20_____.

(Corporate Seal)

Christopher Donelan signature and name: CHRISTOPHER DONELAN, PRESIDENT

Delaware corporate seal for Christopher Donelan, President



ECSTOKE-03

SNIEDERMAYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/30/2020

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 Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: Susan Niedermeyer	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Sniedermeyer@cafflic.com	
INSURED E.C. Stokes Mechanical Contractor, Inc. DBA Stokes Mechanical Contractor, Inc.; DBA General Plumbing; DBA General Plumbing and Air Conditioning 2001 7th Avenue North Lake Worth, FL 33461	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Premier Insurance Co	16045
	INSURER B : North River Insurance Company	21105
	INSURER C : Aspen Specialty Insurance Company	10717
	INSURER D : Westchester Surplus Lines Ins	10172
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Not Excluded <input checked="" type="checkbox"/> GL Ded: \$10k BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: \$10,000,000			CF3GL00114201	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			821139844	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Leased/Rented			MZ435620	4/1/2020	4/1/2021	Equip w/\$2,500 Ded 100,000
D	Pollution Liability			G27580142006	4/1/2020	4/1/2021	Each/Agg w/\$10k Ded 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT NAME: ANNUAL HVAC CONTRACT Palm Beach County Board of Commissioners, a political subdivision of the state of Florida, its officers, employees, and agents is listed as additional insured with respects to General Liability if required by written contract

CERTIFICATE HOLDER

CANCELLATION

PBC Board of County
Commissioners C/O Capital
Improvements---Darrell Lange
2633 Vista Parkway, 2nd floor
West Palm Beach, FL 33411

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lassiter-Ware Insurance of Tampa Bay 1300 N. Westshore Blvd Suite 110 Tampa FL 33607	CONTACT NAME: Heather Leivas PHONE (A/C, No, Ext): (800) 845-8437 E-MAIL ADDRESS: heatherl@lassiterware.com	FAX (A/C, No): (888) 883-8680
	INSURER(S) AFFORDING COVERAGE	
INSURED E.C. Stokes Mechanical Contractor, Inc., DBA: Stokes Mecahnical 2001 7th Ave. N. Lake Worth FL 33461	INSURER A: Owners Insurance Company NAIC #: 32700	
	INSURER B: Builders Mutual Insurance Co NAIC #: 10844	
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER:** 20-21 WC and 19-20 Auto **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		5184041500	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP105170503	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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 included as additional insureds for auto liability when required by written contract under the terms and conditions of the policy.



CERTIFICATE HOLDER Palm Beach County c/o Capital Improvements Div. 2633 Vista Parkway West Palm Beach FL 33411-5603	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 
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PRE-BID Mandatory
 PM: Tom McNamara
 ANNUAL: HVAC
 API: Price Preference

BID SUMMARY

Project Name:	Morikami Museum - HVAC Replacement							
Project Number:	18343							
Bid Opening Date:	03/12/20							
CONTRACTOR	E.C. Stokes Mechanical Contractor, Inc.	Koldaire, Inc.	HYVAC, Inc.	Cedars Electro-Mechanical, Inc.				
Local Bidder	Local	Non-Local	Non-Local	Local				
Prime S/M/WBE	Non-SBE	Non-SBE	Non-SBE	SBE				
BID	\$319,801.00	\$357,777.00	\$402,590.00	\$564,492.00				
BID BOND	Yes	Yes	Yes	Yes				
ADDENDUMs 1 - ACKNOWLEDGED	✓	✓	Not included	✓				
ADDENDUMs 2 ACKNOWLEDGED								
ADDENDUMs 3 ACKNOWLEDGED								
ADDENDUMs 4 ACKNOWLEDGED								
SBE SCHEDULE 1 <small>(Shell list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory	Satisfactory	Doesn't equal 100% of work - Subcontractor(s) not listed on Schedule 1				
SBE PARTICIPATION	17.44%	15.50%	15.00%	84.10%				
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Did not provide separate Schedule 2 for subcontractor(s)	Did not provide separate Schedule 2 for subcontractor(s)				

Bid Documents opened by: 
 Bids Documents recorded by: 

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

ATTACHMENT # 4

PALM BEACH COUNTY
 FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
 COMPETITIVE QUOTATION COMPARISON

Project Name: Morikami Museum - HVAC Replacement
 Project Number: 18343

SOLICITATION DATE: **Tuesday, February 4, 2020**
 QUOTATION RECEIPT DATE: **Thursday, March 12, 2020**

	Vendor	Dollar Quotation	Comments (SBE)
1	E.C. Stokes Mechanical Contractor, Inc.	\$319,801.00	17.44%
2	Koldaire, Inc.	\$357,777.00	15.50%
3	HYVAC, Inc.	\$402,590.00	15.00%
4	Cedars Electro-Mechanical, Inc.	\$564,492.00	84.10%

Bid opened by: P Lancaster 3/12/20
SIGNATURE DATE

Bid recorded by: Tom Delamon 3/12/20
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: E.C. Stokes Mechanical Contractor, Inc. PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

Signature _____
[Signature]

Date _____
3.20.20

Approved _____

Date _____

