

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

**Meeting Date:** May 18, 2021

[ X ] Consent      [ ] Regular  
[ ] Workshop      [ ] Public Hearing

**Department:** Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Work Order No. 21-005 to the annual Heating, Ventilation, and Air Conditioning (HVAC) contract with Florida Mechanical LLC (Contractor) (R2020-0021) in the amount of \$303,224 for the Water Utilities Division (WUD) Southern Regional Operations Center (SROC) Buildings P, O, and the Water Treatment Plant (WTP) Building J - HVAC Replacement project for a period of 120 days from equipment delivery or until project is complete.


**Summary:** The work consists of furnishing the labor, equipment, and materials needed to replace the existing HVAC systems for the SROC buildings P, O, and WTP Building J. The existing equipment has outlived its useful life and is costly to maintain. The new equipment will be more efficient and provide for years of dependable service. 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 annual HVAC 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 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. There is no SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 33.91%. The Contractor is a Palm Beach County business. Funding for this project is from the Water Utilities Department Operations and Maintenance 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 17, 2020 and D.A.C Air Conditioning Corp submitted the lowest responsive and responsible bid of the three (3) bids received. In accordance with the Palm Beach County Local Preference Code, a preference is given to bidders with a permanent office in Palm Beach County. Since D.A.C is not a local business and Florida Mechanical LLC is a local business whose bid was within 5% of the lowest bidder, Florida Mechanical LLC is recommended for the award of this project.

**Attachments:**


1. Location Map
2. Budget Availability Statement
3. Work Order No. 21-005
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC 19601 Control Sheet

**Recommended by:**

  
Department Director

  
Date

**Approved by:**

  
County Administrator

  
Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$341,147				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$341,147	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of federal funds?		Yes		No	X

Budget Account No: Fund: 4001 Dept: 720 Unit: 2410 Object: 4615

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

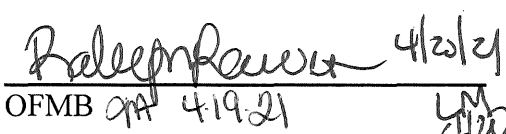
Funding for this project will be from the Water Utilities Operations & Maintenance Fund.

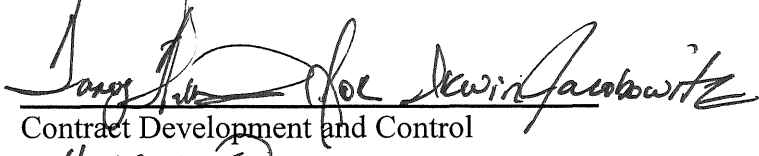
CONSTRUCTION	\$303,224.00
STAFF COST	\$ 7,600.00
CONTINGENCY	\$ 30,322.40
TOTAL	\$341,146.40

C. Departmental Fiscal Review: 

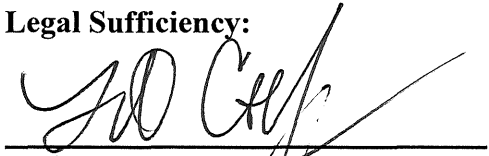
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


  
OFMB 4/19/21 LM 4/20

  
Contract Development and Control 4-22-21 TM

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: 19305  
Project Name: Water Utilities Division (WUD) Southern Regional Operations Center (SROC) Buildings P, O, and Water Treatment Plant (WTP) Building J - HVAC Replacement Project  
Locations: 13026 S Jog Rd, Delray Beach 33446



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/29/20      REQUESTED BY: Tom McNamara      PHONE: 233-2057

PROJECT TITLE: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J - HVAC replacement  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$303,224.00

BCC RESOLUTION#:

eFDO #: 2018-060170

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 13026 S. Jog Rd., Delray Beach

BUILDING NUMBER: 1107, 1108, 1989

DESCRIPTION OF WORK/SERVICE LOCATION: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J

PROJECT/WORK ORDER NUMBER: 19305

CONSULTANT/CONTRACTOR: Florida Mechanical, LLC (HVAC)

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove existing HVAC AHU's and condensing units and install with new HVAC AHU's.

CONSTRUCTION	\$303,224.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 7,600.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 30,322.40
TOTAL	\$341,146.40

*\* 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: 4001      DEPT: 770      UNIT: 2410      OBJ: 4015

**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: WUD Fee Amount \$ ML)

Department: WUD

BAS APPROVED BY: [Signature]

DATE: 1/8/2021  
4/9/2021

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

**WORK ORDER 21-005 TO CONTRACT FOR  
ANNUAL HVAC  
FOR  
WATER UTILITIES DIVISION (WUD) SOUTHERN REGIONAL OPERATIONS  
CENTER (SROC) BUILDINGS P, O, AND WATER TREATMENT PLANT (WTP)  
BUILDING J - HVAC REPLACEMENT  
PROJECT NO. 19305**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Florida Mechanical LLC, a Florida corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 01/07/2020 (R2020-0021) (“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 **\$303,224** for the construction costs of removing existing HVAC AHU’s and condensing units and replacing with new HVAC AHU’s and condensers 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 **120** calendar days from equipment delivery. 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 7.10% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:
  - Bid Form
  - EBO Schedules 1 and 2
  - APIs
  - Bid Bond/Security

Project Name: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J  
Project No. 19305

- Project Requirements
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)

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

*Section 5.2 of the “Instructions to Bidders” of the Contract is modified to include the following new section:*

*5.2.5 Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.*

*The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:*

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

*The following General Condition is added to the General Conditions:*

**GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY**

- 83.1** Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, which provides in part that no later than January 1, 2021, Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 83.2** Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

Project Name: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J  
Project No. 19305

**83.3** *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

**83.3.1** *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

**83.4** *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

**8.** Except as 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.

Project Name: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J  
Project No. 19305  
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:  
JOSEPH ABRUZZO, CLERK &  
COMPTROLLER  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

By: Deputy Clerk  
By: Dave Kerner, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY  
APPROVED AS TO TERMS  
AND CONDITIONS

By: County Attorney  
By: Director - FD&O

WITNESS: FOR CONTRACTOR  
SIGNATURE

Signature

Name (type or print)

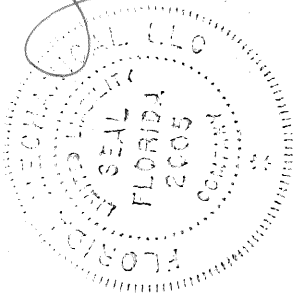
CONTRACTOR:

Signature

Name (type or print)

Title

(Corporate Seal)





BID FORM

PROJECT NUMBER: 19305

PROJECT NAME: WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

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 \$ 303,224.00


Written amount Three Hundred Three Thousand ~~Two~~ Two Hundred Twenty Four Dollars

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: Florida Mechanical LLC  
Contractor Name

12/17/2020  
Date  
  
Signature  
Brien Roy Account Manager  
Print Name and 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:

WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

NAME OF PRIME RESPONDENT/BIDDER:

Florida Mechanical LLC

CONTACT PERSON:

Brien Roy

SOLICITATION OPENING/SUBMITTAL DATE:

12/17/2020

SOLICITATION/PROJECT/BID No.:

19305

ADDRESS:

3615 Fiscal Ct Riviera Beach FL 33404

PHONE NO.:

561.222.0405

E-MAIL:

Broy@flamech.com

DEPARTMENT:

Sales

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. Florida Mechanical LLC 3615 Fiscal Ct Riviera Beach FL 33404 561.222.0405	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$181,736.00	
2. DCS Electric 77 Trail North Jupiter FL 33418 561.747.0833	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$69,700.00	
3. Btech Associates 3340 SE Federal Highway Stuart FL 34997 772.245.7505	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$31,288.00	
4. Carl Pursell GC 739 Progress Way Sanford FL 32771 561.630.9385	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$20,500.00	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							\$303,224.00	
Total Bid Price \$ 303,224.00				Total				
				Total SBE - M/WBE Participation				

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

Brien M. Roy

Signature

Account Manager

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: 19305  
SOLICITATION/PROJECT NAME: WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

Prime Contractor: Florida Mechanical LLC Subcontractor:

(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 checked="" 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	Remove and Replace HVAC Equipment	\$181,736.00	1	0	\$181,736.00

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: \$181,736.00

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

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

Price or Percentage:

Florida Mechanical LLC

Print Name of Prime

By: Brien M. Roy  
Authorized Signature

Brien Roy

Print Name

Account Manager

Title

Date: 12/17/2020

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Print Name

Title

Date:

## OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: **19305**

SOLICITATION/PROJECT NAME: **WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement**

Prime Contractor: **Florida Mechanical LLC**

Subcontractor: **DCS Electrical Services**

(Check box(es) 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**

☒ Male ☐ Female

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

☐ 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
1	High voltage electrical services	\$69,700.00	1	0	\$69,700.00

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: **\$69,700.00**

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

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

Price or Percentage: \_\_\_\_\_

**Florida Mechanical LLC**

Print Name of Prime

By: **Brien M. Roy**

Authorized Signature

Brien Roy

Print Name

Account Manager

Title

Date: **12/16/2020**

**DCS Electric, Inc**

Print Name of Subcontractor/subconsultant

By: **Douglas C Smith**

Authorized Signature

Print Name

President

Title

Date: **12-15-2020**

Revised 09/17/2019

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: 19305  
SOLICITATION/PROJECT NAME: WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

Prime Contractor: Florida Mechanical LLC Subcontractor: Btech Associates

(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 checked="" 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	Low voltage and fire alarm electrical work	\$31,288.00	1	0	\$31,288.00

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: \$31,288.00

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Florida Mechanical LLC

Print Name of Prime

By: Brien M. Roy  
Authorized Signature

Brien Roy

Print Name

Account Manager

Title

Date: 12/16/2020

Btech Associates

Print Name of Subcontractor/subconsultant

By: James W Boone  
Authorized Signature

James W Boone

Print Name

Partner

Title

Date: 12/15/20

# 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: 19305

SOLICITATION/PROJECT NAME: WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

Prime Contractor: Florida Mechanical

Subcontractor: Russell GC

(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

☒ Male Female

African-American/Black  
Hispanic American

Asian American  
Native American

☒ Caucasian American

☒ 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
1	Sheetmetal Ductwork & lowers	\$20,500	1	0	\$20,500.00

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: \$20,500.00

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

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

Price or Percentage:

Florida Mechanical  
Print Name of Prime

By:

Authorized Signature

Print Name

Title

Date: 12/16/2020

James Russell  
Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Print Name

Title

Date: 12/16/2020

Revised 09/17/2019

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: 19305

PROJECT NAME: WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement

DATE: DECEMBER 17, 2020

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, FLORIDA MECHANICAL, LLC  
3615 FISCAL COURT, RIVIERA BEACH, FL 33404, PH: (561) 863-3606 (hereinafter called "Principal"), and <sup>NORTH AMERICAN SPECIALTY</sup>  
1200 MAIN STREET, SUITE 800, KANSAS CITY, MO 64105, PH: (770) 569-7133 (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 THE 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: **WUD SROC Bldg. P, Bldg. O & WTP #3 Bldg. J - HVAC Replacement, Project**  
**Number 19305**, 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".

***Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.***



**DATE:** DECEMBER 17, 2020

IN WITNESS WHEREOF, the said FLORIDA MECHANICAL, LLC  
as "Principal" herein, has caused these presents to be signed in its name, by its MANAGING MEMBER,  
, 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 17TH day of DECEMBER, A.D., 2020.

Phid

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

Print Name and Title: KENNETH MORGAN  
MANAGING MEMBER.

*Ch. M. Jones*

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

**Print Name and Title:**D. W. MATSON III, Attorney-in-Fact

Form Rev. 8/5/20 Bid Bond - NonFederal

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

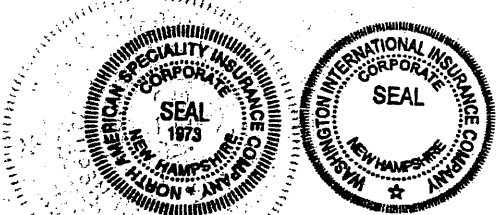
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law,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


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

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

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

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



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

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



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

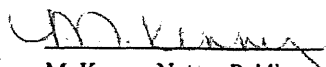
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

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

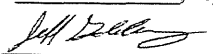
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American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



  
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of DECEMBER, 20 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

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

Contact: Tom McNamara, Capital Improvements Division  
Phone: (561) 233-2057  
Project Title: WUD SROC Bldg. P, Bldg. O, & WTP#3 Bldg. J - HVAC Replacement  
Project #: 19305  
Project Location: 13026 S. Jog 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 7:30 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 one hundred twenty (120) days from equipment delivery. Permit application is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

**2. SCOPE OF WORK**

Remove the existing HVAC AHU's and condensing units located in Bldg. O , Bldg. P & Bldg. J and install with all new HVAC AHU's and condensers as per 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 disposing of all old equipment.
- 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



January 8, 2021

**Palm Beach County, as Obligee**  
2633 Vista Parkway  
West Palm Beach, FL 33411

**RE:** Florida Mechanical, LLC – Authorization Letter  
**PROJECT:** WUD SROC Bldg P, Bldg O, & WTP #3 Bldg J HVAC  
Project No.: 19305  
**BOND NO:** 2311409

To Whom It May Concern:

This letter shall serve as authorization for Florida Mechanical, LLC as Principal, and/or Palm Beach County as Obligee to date bonds, and power of attorney concurrent with the contract date and to date the form of guarantee upon substantial completion for the above referenced project.

If you have any questions, please feel free to call me.

Sincerely,

D. W. Matson, III  
**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
Attorney-In-Fact & FL Resident Agent

---

**MATSON-CHARLTON SURETY GROUP**

700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146  
Phone: 305.662.3852 • Fax: 305.661.9948  
NASBP Member

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER      2311409

BOND AMOUNT      \$303,224.00

CONTRACT AMOUNT      \$303,224.00

CONTRACTOR'S NAME:      FLORIDA MECHANICAL, LLC

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

CONTRACTOR'S PHONE:      (561) 863-3606

SURETY COMPANY:      NORTH AMERICAN SPECIALTY INSURANCE COMPANY

SURETY'S ADDRESS:      1200 MAIN STREET, SUITE 800  
   KANSAS CITY, MO 64105

SURETY'S PHONE:      (816) 235-3700

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:      WUD SROC Bldg P, Bldg O & WTP #3 Bldg J HVAC

PROJECT NUMBER:      19305

CONTRACT NUMBER (to be provided after Contract award):      WORK ORDER #21-005

DESCRIPTION OF WORK:      Remove existing HVAC AHU's and condensing units and replace with  
   new HVAC AHU's and condensers.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
   13026 S. Jog Rd., 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 (\$303,224.00)

(Three hundred three thousand two hundred twenty-four 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: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J HVAC  
Project No.: 19305  
Project Description: Remove existing HVAC AHU's and condensing units and replace with new  
HVAC AHU's and condensers  
Project Location: 13026 S. Jog Rd., Delray Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
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 HVAC AHU's and condensing units and replacing with new HVAC AHU's and condensers, 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.

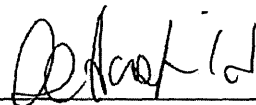
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's 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.

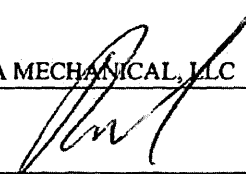
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in 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. Dated \_\_\_\_\_, 20\_\_.


  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

FLORIDA MECHANICAL, LLC  
Principal (Seal)

  
\_\_\_\_\_  
(Print Name and Title)  
Kenneth Morgan, Managing Member

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
Surety (Seal)

  
\_\_\_\_\_  
(Print Name and Title)  
D.W. MATSON III, ATTORNEY-IN-FACT

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

**FIRST PAGE MUST BE COMPLETED**

**NOTE:** If Contractor is a Partnership, all partners must execute bond.

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

**FORM OF GUARANTEE**

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

We the undersigned hereby guarantee that the (WUD SROC Bldg P, Bldg O & WTP #3 Bldg J, #19305) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

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

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

FLORIDA MECHANICAL, LLC  
(Contractor Name) (Seal)

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

Kenneth Morgan MANAGING Member  
(Print Name and Title)

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

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

D.W. MATSON III, ATTORNEY-IN-FACT  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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


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


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

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

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



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

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



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 2018.

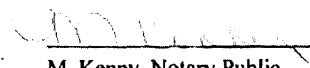
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 22 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

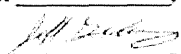
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American 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)  
03/17/2021

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

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

PRODUCER

Brown & Brown of Florida, Inc.  
817 Beachland Blvd.  
  
Vero Beach  
FL 32963

CONTACT NAME: Ann Marie Tyler

PHONE (A/C, No, Ext): (772) 231-2828

FAX (A/C, No):

E-MAIL ADDRESS: atyler@bbccfl.com

INSURER(S) AFFORDING COVERAGE

INSURER A : National Trust Insurance Company

INSURER B : FCCI Insurance Company

INSURER C : FFVA Mutual Insurance Co.

INSURER D :

INSURER E :

INSURER F :

NAIC #

20141

10178

10385

INSURED

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

COVERAGES CERTIFICATE NUMBER: 20-21 LIAB COI 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	Y	Y	GL10004980902	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	CA10000330004	07/01/2020	07/01/2021	GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB10001401004	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC840-0032663-2020A	07/04/2020	07/04/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
B	Installation Floater			CM10004982002	07/01/2020	07/01/2021	E.L. DISEASE - POLICY LIMIT \$ 500,000
							Temporary Location \$250,000
							Transit Limit \$250,000

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

WUD SROC Buildings P.O, and WTP Building J HVAC replacement Project # 19305

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are Additional Insured with respects to General Liability when required by written contract. Waiver of Subrogaton applies to the General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners  
c/o Capital Improvements Divis  
2633 Vista Parkway  
West Palm Beach  
FL 33415

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



DATE 03/16/2021

To: Melicia Wilson  
Contract Analyst Palm Beach County, Facilities Development and Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411  
Phone: 561-233-0282

**Authority to Act as Agent**

On our behalf, I appoint Kenny Bolin, Steve Heberle and, Brien Roy to act as our agents in the preparation of and to sign off on agreements, schedule 1s, schedule 2s and bids on behalf of Florida Mechanical, as applicable.

Dated this 13<sup>th</sup> Day of March 20 21

Agency agreement expiration date: 12 months

By: [Signature] Ken Morgan  
Signature Printed

Title: Owner

On behalf of : Florida Mechanical

Telephone: 561.863.3606

PRE-BID Mandatory  
PM: Tom McNamara  
ANNUAL: HVAC  
API: Price Preference

BID SUMMARY

Project Name:	WUD SROC Bldg P, Bldg O & WTP #3 Bldg J							
Project Number:	19305							
Bid Opening Date:	12/17/20							
CONTRACTOR	D.A.C. Air Conditioning Corp.	Florida Mechanical LLC	Air Mechanical & Service Corp.					
Local Bidder	Non-Local	Local	Non-Local					
Prime S/M/WBE	Non-SBE	Non-SBE	Non-SBE					
BID	\$297,000.00	\$303,224.00	\$324,000.00					
BID BOND	Yes	Yes	Yes					
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory	Satisfactory					
SBE PARTICIPATION	0.00%	0.00%	0.00%					
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Satisfactory					
COMMENTS:								

Bid Documents opened by:

Bids Documents recorded by:

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

PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
COMPETITIVE QUOTATION COMPARISON

Project Name: WUD SROC Bldg P, Bldg O & WTP #3 Bldg J

Project Number: 19305

SOLICITATION DATE: Tuesday, November 17, 2020

QUOTATION RECEIPT DATE: Thursday, December 17, 2020

	Vendor	Dollar Quotation	Comments (SBE)
1	D.A.C. Air Conditioning Corp.	\$297,000.00	0.00%
2	Florida Mechanical LLC	\$303,224.00	0.00%
3	Air Mechanical & Service Corp.	\$324,000.00	0.00%

Bid opened by: P. Lancaster  
SIGNATURE

DATE

Bid recorded by: [Signature]  
SIGNATURE

DATE

COMMENTS: *In accordance with the PBC Local Preference Code, a preference is given to Bidders having a permanent place in PBC. Therefore, since D.A.C Air Conditioning Corp. is not a local business and Florida Mechanical LLC is a local business, then Florida Mechanical's bid is decreased by 5% (\$303,224 - 5% = \$288,062.80). The Bid amount is not changed; the 5% decrease is calculated on for the purpose of determining the local preference. Therefore, award is recommended to Florida Mechanical LLC.*

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: Florida Mechanical LLC PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

Charlie J. Mart  
Signature

12-21-2020  
Date

[Signature]  
Approved

12-21-20  
Date



## Procurement Project Implementation Group

**ATTACHMENT # 6**