

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

Meeting Date: July 13, 2021

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Work Order No. 21-009 to the annual Heating, Ventilation, and Air Conditioning (HVAC) contract with D.A.C. Air Conditioning Corp. (Contractor) (R2020-0231) in the amount of \$231,207 for the Water Utilities Department (WUD), Water Treatment Plant #3 – Exhaust Fans Replacement project for a period of 180 calendar days from the delivery of the equipment or until project is complete.

**Summary:** The work consists of furnishing the labor, equipment, and materials needed to remove and replace twenty-five (25) existing roof exhaust/supply fans, roof curbs, lightning protection system and one (1) air intake vent at six (6) buildings located at Water Treatment Plant #3. The existing exhaust fans are more than fifteen (15) years old and require frequent repairs. The new exhaust fans are of the latest technology to provide for efficient operation and ease of maintenance. 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 its bid is within 10% of the lowest non-SBE bid for projects over \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is not a certified SBE but submitted 12.37% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 30.60%. The Contractor is not a Palm Beach County business. Funding for this project is from the WUD 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 April 08, 2021 and the Contractor 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. 21-009
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC 19601 Control Sheet

Recommended by:  6/11/21  
 Department Director Date

Approved by:  6/23/21  
 County Administrator Date

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$260,088	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$260,088</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# 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:**

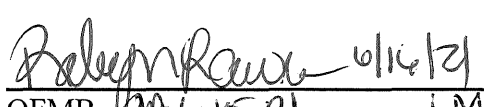
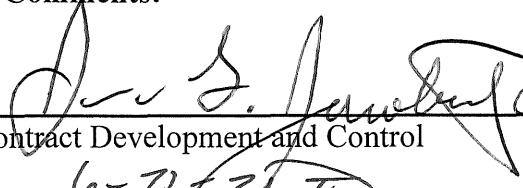
Funding for this project will be from the Water Utilities Department (WUD) Operations and Maintenance fund.

CONSTRUCTION	\$231,207.00
STAFF COST	\$ 5,760.00
CONTINGENCY	\$ 23,120.70
<b>TOTAL</b>	<b>\$260,087.70</b>

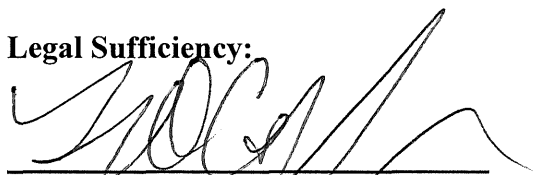
C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 6/16/21  
 OFMB DA 6-15-21 LM BEVIS 6/15  
 6/21/21  
 Contract Development and Control 6-21-21 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:** 19398

**Project Name:** Water Utilities Department (WUD), Water Treatment Plant (WTP)  
#3 – Exhaust Fans Replacement Project

**Locations:** 13026 S Jog Rd, Delray Beach 33446



# ATTACHMENT # 2

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/26/21      REQUESTED BY: Tom McNamara      PHONE: 233-2057

PROJECT TITLE: WUD. WTP #3 – exhaust fans replacement  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$231,207.00

DATE:

eFDO #: 2019-014669, 2019-014741, 2019-014743, 2019-014744, 2019-014745

CSA or CHANGE ORDER NUMBER:

LOCATION: 13026 Jog Rd., Delray Beach

BUILDING NUMBER: J, B, G, C, D

DESCRIPTION OF WORK/SERVICE LOCATION: WUD WTP #3

PROJECT/W.O. NUMBER: 19398

CONSULTANT/CONTRACTOR: D.A.C. Air Conditioning Corp.      (HVAC)

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

Remove existing 25 roof exhaust fans and one intake on six buildings and install all new roof exhaust fans.

CONSTRUCTION	\$231,207.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 5,760.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 23,120.70
TOTAL	\$260,087.70

\* 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: 4615

**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: WCR Amount \$ AW)

Department: WW

BAS APPROVED BY: [Signature]

DATE 5/4/2021

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

Project Name: WUD, WTP #3 – exhaust fans replacement  
Project No. 19398

**WORK ORDER 21-009 TO CONTRACT FOR  
ANNUAL HVAC  
FOR  
WATER UTILITIES DEPARTMENT (WUD), WATER TREATMENT PLANT (WTP) #3  
- EXHAUST FANS REPLACEMENT  
PROJECT NO. 19398**

**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 D.A.C. Air Conditioning Corp., 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 (R2020-0231) (“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 **\$231,207.00** for the construction costs of removing existing 25 roof exhaust fans and one intake on six buildings and installing all new roof exhaust fans 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 **180** calendar days of 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 4.57% SBE subcontracting participation on this Contract. Contractor will provide 12.37% 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  
 Addendum 1  
 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:*

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

*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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, 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.*

**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, WTP #3 – exhaust fans replacement

Project No. 19398

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

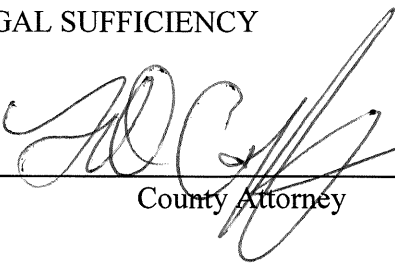
PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

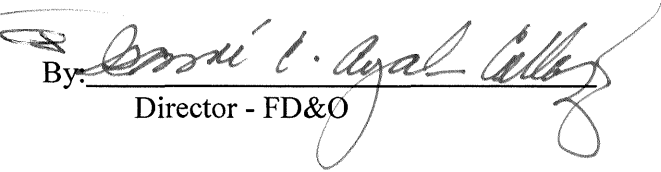
By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO  
LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS

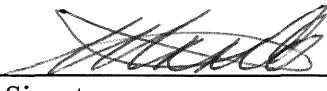
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONTRACTOR  
SIGNATURE

CONTRACTOR:

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Signature

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

MARIO L DIAZ  
\_\_\_\_\_  
Name (type or print)

PRESIDENT  
\_\_\_\_\_  
Title

(Corporate Seal)



**BID FORM**

**PROJECT NUMBER: 19398**

**PROJECT NAME: WUD, WTP #3 - Exhaust Fans 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).
- d) **Signed Addenda,** if any issued

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

**1. QUOTE/BID AMOUNT (Transfer Pump Bldg) \$ 17,700.00**

Written amount Seventeen Thousand Seven Hundred Dollars and No Cents

**QUOTE/BID AMOUNT (Chlorine Bldg) \$ 35,560.00**

Written amount Thirty Five Thousand Five Hundred Sixty Dollars and No Cents

**QUOTE/BID AMOUNT (Generator Bldg) \$ 35,560.00**

Written amount Thirty Five Thousand Five Hundred Sixty Dollars and No Cents

**QUOTE/BID AMOUNT (Pre-Treatment/Cleaning Bldg) \$ 97,927.00**

Written amount Ninety Seven Thousand Nine Hundred Twenty Seven Dollars and No Cents

**QUOTE/BID AMOUNT (Membrane Bldg) \$ 44,460.00**

Written amount Forty Four Thousand Four Hundred Sixty Dollars and No Cents

**TOTAL QUOTE/BID AMOUNT \$ 231,207.00**

Written amount Two Hundred Thirty One Thousand Two Hundred Seven Dollars and No Cents

**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.

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 03/17/21 Addendum#        dated         
Addendum #        dated        Addendum#        dated       

\* The undersigned has included the signed addenda, if issued, in its bid package.

7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

**QUOTE/BID PROVIDED BY:** D.A.C. Air Conditioning Corp.  
**Contractor Name**

04/08/2021

**Date**



**Signature**

Mario L. Diaz / President

**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, WTP #3 - Exhaust Fans Replacement

SOLICITATION/PROJECT/BID No.: 19398

NAME OF PRIME RESPONDENT/BIDDER: D.A.C. Air Conditioning Corp.

ADDRESS: 14650 SW 236th Street Princeton, FL 33032

CONTACT PERSON: Mario L. Diaz

PHONE NO.: (305) 318-3471 E-MAIL: mario@dacair.net


SOLICITATION OPENING/SUBMITTAL DATE: 04/08/2021

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. D.A.C. Air Conditioning Corp.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$176,207	_____	_____	_____		
2. F&L Fire and Electrical System, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$13,000	_____	_____	_____		
3. Tri-State Roofing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$28,600	_____		
4. Premier Energy Solutions, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$3,900	_____	_____	_____		
5. Bonded Lighting Protection Systems, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$9,500		
(Please use additional sheets if necessary)				Total	_____	_____	\$28,600	_____		
Total Bid Price \$ <u>231,207.00</u>				Total SBE - M/WBE Participation <u>12.37%</u>						

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

  
Mario L. Diaz Signature

President  
 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: **19398**  
 SOLICITATION/PROJECT NAME: **WUD, WTP #3 - Exhaust Fans Replacement**

Prime Contractor: **D.A.C. AIR CONDITIONING CORP.** Subcontractor: **F&L FIRE AND ELECTRICAL SYSTEM INC.**

**(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):

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

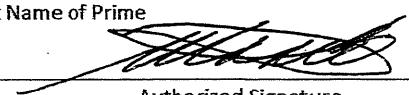
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed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

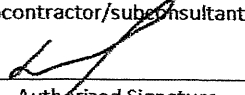
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	ELECTRICAL	\$13,000.00	1	—	\$13,000.00

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: **\$13,000.00**

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

**D.A.C. Air Conditioning Corp.**  
 Print Name of Prime  
 By:   
 Authorized Signature  
**Mario L. Diaz**  
 Print Name  
**President**  
 Title  
 Date: **04/07/2021**

**F&L FIRE AND ELECTRICAL SYSTEM INC.**  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
**Leonid Del Castillo**  
 Print Name  
**President**  
 Title  
 Date: **04/07/2021**

**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: 19398

SOLICITATION/PROJECT NAME: WUD, WTP #3 - Exhaust Fans Replacement

Prime Contractor: D.A.C. AIR CONDITIONING CORP. Subcontractor: TRI-STATE ROOFING

(Check box(es) that apply)  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): April 2009

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

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

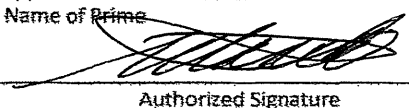
**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed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

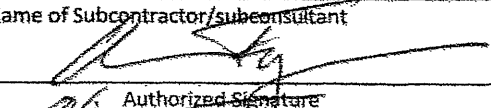
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	ROOFING	\$28,600.00	1	—	\$28,600.00

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: \$28,600.00

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: \_\_\_\_\_

D.A.C. Air Conditioning Corp.  
 Print Name of Prime  
 By:   
 Authorized Signature  
Mario L. Diaz  
 Print Name  
President  
 Title  
 Date: 04/07/2021

TRI-STATE ROOFING  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Oliver  
 Print Name  
Oliver  
 Title  
 Date: 4-7-2021

**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: **19398**

SOLICITATION/PROJECT NAME: **WUD, WTP #3 - Exhaust Fans Replacement**

Prime Contractor: **D.A.C. AIR CONDITIONING CORP.** Subcontractor: **PREMIER ENERGY SOLUTIONS, INC.**

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

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	TEST AND BALANCE	\$3,900.00	1	---	\$3,900.00

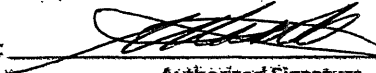
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$3,900.00**

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

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

**D.A.C. Air Conditioning Corp.**

Print Name of Prime

By:   
Authorized Signature

**Mario L. Diaz**

Print Name

**President**

Title

Date: **04/07/2021**

**Premier Energy Solutions, Inc.**

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

**Alex Rendon**

Print Name

**President**

Title

Date: **04/07/2021**

**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: **19398**

SOLICITATION/PROJECT NAME: **WUD, WTP #3 - Exhaust Fans Replacement**

Prime Contractor: **D.A.C. AIR CONDITIONING CORP.** Subcontractor: **BONDED LIGHTNING PROTECTION SYSTEMS, INC.**

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

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	LIGHTING PROTECTION	\$9,500.00	1	---	\$9,500.00

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: **\$9,500.00**

**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: \_\_\_\_\_

**D.A.C. Air Conditioning Corp.**

Print Name of Prime

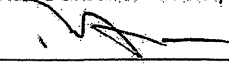
By:   
Authorized Signature

Print Name: **MARIO L DIAC**  
Title: **President**

Date: **04-08-2021**

**BONDED LIGHTNING PROTECTION SYSTEMS, INC.**

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

Print Name: **Patrick Dillon**  
Title: **President**

Date: **4/8/2021**



**ATTACHMENT "A"**  
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing, Roofing)**

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION  
PROCUREMENT**

**The API(s) approved for this project are selected below by . 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.**

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

**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.**

**X   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.**

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

PROJECT NUMBER: 19398

PROJECT NAME: WUD, WTP #3 - Exhaust Fans Replacement

DATE: 4/8/2021

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, DAC Air Conditioning Corp.  
FCCI Insurance Company (hereinafter called "Principal"), and \_\_\_\_\_  
\_\_\_\_\_ (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 5% amount of bid  
\_\_\_\_\_  
\_\_\_\_\_  
Dollars, (\$5% amount of bid \_\_\_\_\_), (**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, WTP #3 - Exhaust Fans Replacement, Project Number 19398**, 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.***

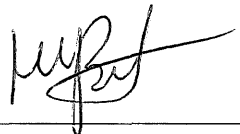
PROJECT NUMBER: 19398

PROJECT NAME: WUD, WTP #3 - Exhaust Fans Replacement

DATE: 4/18/2021

IN WITNESS WHEREOF, the said DAC Air Conditioning Corp.  
as "Principal" herein, has caused these presents to be signed in its name, by its President, Mario L Diaz  
secretary, and attested by its secretary under  
the corporate seal, and the said FCCI Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-fact, Ramon A Rodriguez  
8th, and attested by its corporate Seal, this 8th day of April, A.D., 2021.

ATTEST:




(SEAL)

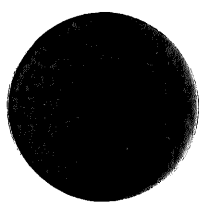
Mileys Diaz  
Print Name

TITLE: Vice President


DAC Air Conditioning Corp.  
(Contractor Name)

By:   
(Signature)

Mario L Diaz, President  
Print Name and Title:



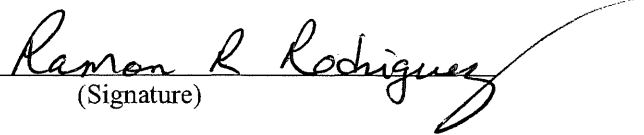
ATTEST:



Mayra Rodriguez  
Print Name

TITLE: secretary

FCCI Insurance Company  
(Surety Name)

By:   
(Signature)

Ramon R Rodriguez, Atty-in-fact & FL Res Agent  
Print Name and Title:

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



**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of June, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 8<sup>th</sup> day of April, 2021

Christina D. Welch  
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company

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

Contact: Tom McNamara, Capital Improvements Division  
Phone: (561) 233-2057  
Project Title: WUD, WTP #3 - Exhaust Fan Replacements  
Project #: 19398  
Project Location: 13026 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 eighty (180) days from equipment delivery. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

**2. SCOPE OF WORK**

The intent of this project is to remove the existing twenty-five (25) roof exhaust fans and one (1) intake on 6 buildings and install all new roof exhaust fans 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. 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.
- b. 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.

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

In addition to Palm Beach County Criminal History Records Check, the Contractor shall be required to comply with the Water Utilities Department ID Badging Requirements (there is no additional cost to the Contractor, for this badge, unless it is lost or stolen).

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
CAPITAL IMPROVEMENTS DIVISION

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PROJECT NAME: PBC WUD Water Treatment Plant #3 - Exhaust Fans Replacement

PROJECT NUMBER: 19398

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**ADDENDUM NUMBER: 1**

DATE OF ISSUANCE: MARCH 17, 2021

**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 page and the following three (3) attachments:

1. Pre-Bid RFI Questions/Answers,
2. Pre-Bid Meeting Attendance Record, and
3. Non-Disclosure Agreement for Protection of Building Plans/Confidential Information

The Non-Disclosure Agreement is required as the bid documents contain exempt and/or confidential information under the Florida Public Records Law. This document must be completed and updated annually in order to receive exempt and/or confidential information.

**CHANGE TO IFQ/B EXHIBIT 2 – PROJECT REQUIREMENTS:**

**Exhibit 2 Drawings** - Delete and replace with attached Exhibit 2 drawings.

Confidential floor plans may be obtained by contacting [FDO-CID-Bids@pbcgov.org](mailto:FDO-CID-Bids@pbcgov.org) or calling (561) 233-0283. Be sure to complete the Non-Disclosure Agreement prior to making this request.

**IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) 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: \_\_\_\_\_



END OF ADDENDUM





**Brown & Brown of Florida, Inc.**  
**Miami Division**  
14900 NW 79<sup>th</sup> Court, Suite 200  
Miami Lakes, FL 33016-5869  
(305) 364-7800  
Fax (305) 822-5687

May 27, 2021

Palm Beach County

Re: Bonds – Palm Beach County 19398 – WUD WTP #3  
Bond #: 3302069  
Surety: FCCI Insurance Group

To WHOM IT MAY CONCERN

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize Palm Beach County to date the form of guarantee and power of attorney upon substantial completion.

Should you have any questions in this regard, please do not hesitate to contact me directly at 305-714-4527. I would like to thank you for allowing Brown & Brown to continue to handle your surety bonding needs.

Sincerely,

*Ramon A Rodriguez*  
Ramon A Rodriguez  
Sr. Vice President &  
Attorney-in-fact for  
FCCI Insurance Company





**Brown & Brown of Florida, Inc.**  
**Miami Division**  
14900 NW 79<sup>th</sup> Court, Suite 200  
Miami Lakes, FL 33016-5869  
(305) 364-7800  
Fax (305) 822-5687

May 27, 2021

Palm Beach County

Re: Bonds – Palm Beach County 19398 – WUD WTP #3  
Bond #: 3302069  
Surety: FCCI Insurance Group

To WHOM IT MAY CONCERN

We hereby authorize you or the Obligee to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract if you'd like.

Should you have any questions in this regard, please do not hesitate to contact me directly at 305-714-4527. I would like to thank you for allowing Brown & Brown to continue to handle your surety bonding needs.

Sincerely,

*Ramon A Rodriguez*

Ramon A Rodriguez  
Sr. Vice President &  
Attorney-in-fact for  
FCCI Insurance Company



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 3302069

BOND AMOUNT \$231,207.00

CONTRACT AMOUNT \$231,207.00

CONTRACTOR'S NAME: DAC Air Conditioning Corp.

CONTRACTOR'S ADDRESS: 14650 SW 236 St, Princeton, FL 33032

CONTRACTOR'S PHONE: 305-293-9009

SURETY COMPANY: FCCI Insurance Company

SURETY'S ADDRESS: 6300 University Parkway

Sarasota, FL 34240

SURETY'S PHONE: 800-226-3224

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, WTP #3 – exhaust fans replacement

PROJECT NUMBER: 19398

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

DESCRIPTION OF WORK: Remove existing 25 roof exhaust fans and one intake on 6 buildings and  
install all new roof exhaust fans.

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

13026 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 (\$231,207.00)  
(Two hundred thirty-one thousand two hundred seven 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, WTP #3 – exhaust fans replacement  
Project No.: 19398  
Project Description: Remove existing 25 roof exhaust fans and one intake on 6 buildings and install all new roof exhaust fans.  
Project Location: 13026 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 25 roof exhaust fans and one intake on 6 buildings and installing all new roof exhaust fans, 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

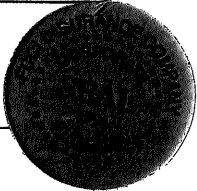
*Mayra Rodriguez*  
\_\_\_\_\_  
Witness

DAC Air Conditioning Corp.  
\_\_\_\_\_  
**Principal** (Seal)

*Mario L Diaz*  
\_\_\_\_\_  
(Print Name and Title)  
Mario L Diaz, President

FCCI Insurance Company  
\_\_\_\_\_  
**Surety**

*Ramon A Rodriguez*  
\_\_\_\_\_  
(Print Name and Title)  
Ramon A Rodriguez, Atty-in-fact & FL Res Agent



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

**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: DAC Air Conditioning Corp. and Surety Name: FCCI Insurance Company

**We the undersigned** hereby guarantee that the (WUD, WTP #3 – exhaust fans replacement; #19398) 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

DAC Air Conditioning Corp.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)

Mario L Diaz, President  
(Print Name and Title)

FCCI Insurance Company  
(Surety Name)

By:   
(Surety Signature)

Ramon A Rodriguez, Atty-in-fact & FL Res Agent  
(Print Name and Title)



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

**GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Ramon A. Rodriguez; Mayra Rodriguez; Fausto Alvarez, Jr.

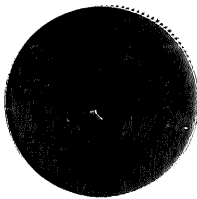
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of June, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christina D. Welch  
Christina D. Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

**CERTIFICATE**

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 5<sup>th</sup> day of May, 2021

Christina D. Welch  
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000565	D.A.C. Air Conditioning Corp.		Compliant					19601	HVAC Annual Contract
		Ar , X	Monroe Guaranty Insurance Company	ca10006144100	9/22/2020	9/22/2021	Auto Liability		
		A , X	FCCI Insurance Company	umb10006144300	9/22/2020	9/22/2021	Excess Liability		
		Ar , X	Monroe Guaranty Insurance Company	gl10006144200	9/22/2020	9/22/2021	General Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC3952325	2/25/2021	3/25/2022	Workers Comp		

**Risk Profile :** Standard - Construction Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**



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

**BID SUMMARY**

Project Name:	WUD, WTP #3 - Exhaust Fans Replacement							
Project Number:	19398							
Bid Opening Date:	04/08/21							
CONTRACTOR	D.A.C. Air Conditioning Corp.	Florida Mechanical LLC	The Airtex Corporation	Cedars Electro-Mechanical, Inc.				
Local Bidder	Non-Local	Local	Local	Local				
Prime S/M/WBE	Non-SBE	Non-SBE	SBE	SBE				
BID (Transfer Pump Bldg)	\$17,700.00	\$21,266.18	\$22,230.00	\$27,875.00				
BID (Chlorine Bldg)	\$35,560.00	\$42,532.30	\$44,460.00	\$55,750.00				
BID (Generator Bldg)	\$35,560.00	\$42,532.30	\$44,460.00	\$55,750.00				
BID (Pre-Treatment/Cleaning Bldg)	\$97,927.00	\$116,963.84	\$122,265.00	\$153,313.00				
BID (Membrane Bldg)	\$44,460.00	\$53,165.38	\$55,575.00	\$69,687.00				
TOTAL BID	\$231,207.00	\$276,460.00	\$288,990.00	\$362,375.00				
BID BOND	Yes	Yes	Yes	Yes				
ADDENDUMS 1 - ACKNOWLEDGED	✓	✓	✓	✓				
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	Satisfactory				
SBE PARTICIPATION	<del>12.36%</del> 12.37% <i>ndp</i>	10.34%	98.65%	97.37%				
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	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

ATTACHMENT # 4

# ATTACHMENT # 5

PALM BEACH COUNTY  
 FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
 COMPETITIVE QUOTATION COMPARISON

Project Name: WUD, WTP #3 - Exhaust Fans Replacement

Project Number: 19398

SOLICITATION DATE: Tuesday, March 9, 2021

QUOTATION RECEIPT DATE: Thursday, April 8, 2021

	Vendor	Dollar Quotation	Comments (SBE)
1	D.A.C. Air Conditioning Corp.	\$231,207.00	12.37% <sup>MD</sup> <del>12.38%</del>
2	Florida Mechanical LLC	\$276,460.00	10.34%
3	The Airtex Corporation	\$288,990.00	98.65%
4	Cedars Electro-Mechanical, Inc.	\$362,375.00	97.37%

Bid opened by: P. Pencaster 4/8/21  
SIGNATURE                      DATE

Bid recorded by: [Signature] 4/13/21  
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: D.A.C. Air Conditioning Corp. PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

[Signature]  
 Signature

4.16.2021  
 Date

[Signature]  
 Approved

4.19.21  
 Date

# Annual Contract - HVAC #19601 Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION						DOLLARS						SBE PART			
W.O. Approval	PROJECT	PROJECT	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY							
DATE	NUMBER	NAME	G.C.	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE	\$M/WBE	%Minority		
												Work Order	Work Order	Work Order	Work Order
<b>FYXX - Xst QUARTER</b>															
03/05/21	19400	Chiller replacement at Hagen Ranch Library - 125 ton	Florida	14,048.96	20-001 supp 1	\$4,572,041.84	\$0.00	\$4,572,041.84	\$427,958.16	0.00	0.00%		0.00%		
	2020-03903	Belle Glade Office Bldg - HVAC replacement	Florida	58,450.00	21-006	\$4,630,491.84	\$0.00	\$4,630,491.84	\$369,508.16	0.00	0.00%		0.00%		
02/16/21	19531	Govt Center AHU 3N	Cedars	4,657.78	20-007 supp 1	\$4,635,149.62	\$0.00	\$4,635,149.62	\$364,850.38	2,318.37	49.77%		0.00%		
Carry over from original contract									\$364,850.38						
BCC 01/12/21									\$3,000,000.00						
Adjusted amount (Original Contract + BCC 01/12/21)									\$4,635,149.62	\$0.00	\$4,635,149.62	\$3,364,850.38			
02/25/21	2020-03107	Ag Center Bldg #2 - HVAC replacement	Stokes	489.82	21-004 supp 1	\$4,635,639.44	\$0.00	\$4,635,639.44	\$3,364,360.56	0.00	0.00%		0.00%		
03/13/21	20132	NCGC chiller replacement	Precision	9,934.30	20-019 supp 3	\$4,645,573.74	\$0.00	\$4,645,573.74	\$3,354,426.26	0.00	0.00%		0.00%		
	2021-02066	Convention Center - cooler and freezer replacemnt	Florida	121,597.00	21-007	\$4,767,170.74	\$0.00	\$4,767,170.74	\$3,232,829.26	0.00	0.00%		0.00%		
04/16/21	19352	GCC HVAC replacement ahu 6n	Cedars	6,591.37	20-006 supp 1	\$4,773,762.11	\$0.00	\$4,773,762.11	\$3,226,237.89	4,251.90	64.51%	4,251.90	64.51%		
	20169-R1	WUD #3 - HVAC replacement (re-bid)	Florida	6,950.00	20-025 supp 1	\$4,780,712.11	\$0.00	\$4,780,712.11	\$3,219,287.89	0.00	0.00%		0.00%		
	19511	PBSO District 6 - chiller replacement	DAC	146,267.00	21-008	\$4,926,979.11	\$0.00	\$4,926,979.11	\$3,073,020.89	0.00	0.00%		0.00%		
	19398	WUD, WTP #3 - exhaust fans replacement	DAC	231,207.00	21-009	\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89	28,600.00	12.37%		0.00%		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
						\$5,158,186.11	\$0.00	\$5,158,186.11	\$2,841,813.89		#DIV/0!		#DIV/0!		
INSERT ROWS ABOVE HERE ONLY						Phyllis --- I copy from column 'J' to Column 'K'									
										1,578,243.87		886,817.66			
<b>WIMBE BREAKDOWN</b>															
<b>HVAC Annual</b>			<b>TOTAL WORK ORDERS</b>			<b>TOTAL SBE \$</b>		<b>TOTAL SBE %</b>		<b>TOTAL WIMBE \$</b>		<b>TOTAL WIMBE %</b>			
		Cedars Totals	Cedars	\$842,697.15		\$825,996.03	98.02%	\$823,677.66	97.74%						
		Farmer & Irwin Totals	Farmer	\$670,112.00		\$136,521.00	20.37%	\$49,900.00	7.45%						
		Florida Mechanical LLC	Florida	\$882,065.03		\$48,245.00	5.47%	\$0.00	0.00%						
		Precision Air Totals	Precision	\$441,088.77		\$13,800.00	3.13%	\$0.00	0.00%						
		Thermo Totals	Thermo	\$181,830.50		\$6,060.00	3.33%	\$6,060.00	3.33%						
		Air Mechanical & Service Corp	AMSC	\$198,800.00		\$0.00	0.00%	\$0.00	0.00%						
		Commerical Cooling	Commercial	\$0.00		\$0.00		\$0.00							
		DAC Air Conditioning	DAC	\$625,764.00		\$28,600.00	4.57%	\$0.00	0.00%						
		EC Stokes	Stokes	\$791,459.66		\$142,274.84	17.98%	\$0.00	0.00%						
		Koldaire	Koldaire	\$0.00		\$0.00		\$0.00							
		Quantum Mechanical	Quantum	\$0.00		\$0.00		\$0.00							
		Sailfish Mechanical	Sailfish	\$0.00		\$0.00		\$0.00							
		Airtex	Airtex	\$369,567.00		\$369,567.00	100.00%	\$0.00	0.00%						
		Thermal Concepts	Thermal	\$154,802.00		\$7,180.00	4.64%	\$7,180.00	4.64%						
		Bradley Heating & Air Conditioning, Inc.	Bradley	\$0.00		\$0.00		\$0.00							
		<b>Total</b>		\$5,158,186.11		\$1,578,243.87	30.80%	\$886,817.66	17.19%						

ATTACHMENT # 6