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

Meeting Date: November 2, 2021

[X] Consent] Workshop

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-018 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with Air Mechanical & Service Corp. (R2020-0229) in the amount of \$414,500 for the Airport Center 1 Chiller Replacement project for a period of 90 calendar days from permit issuance.

Summary: The work consists of furnishing the labor, equipment and materials needed to remove and replace the existing chiller, install two new air handler units, and three new condensing units. The existing equipment is nearly 20 years old, corroded, costly to maintain, and has outlived its useful life. The new HVAC system will be more efficient and provide 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. The Contractor will have 90 calendar days from permit issuance to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. 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 August 21, 2019 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when at least three (3) Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if their bid is within 10% of the lowest non-SBE bid for projects \$100,000 or greater. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is not an SBE or a Palm Beach County business. Cumulative SBE participation on the annual HVAC contract is 33.42%. Funding for this project is from the Public Building Improvement fund. (Capital Improvements Division) District 2 (LDC)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 15, 2021 and Air Mechanical & Service Corp. submitted the lowest responsive and responsible bid of the seven (7) bids received. The new HVAC system will be more efficient and provide years of dependable service.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 21-018
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract HVAC #19601 Control Sheet

Recommended by Department Director

Approved by:

County Administrator

[] Regular

Agenda Item #**3H**- **3**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$455,950</u> 				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$455,950</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Budg Does this item include use of fed			Yes X Yes	C No No	X

Budget Account No: Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B675-0002</u>	Object <u>4907</u>
CONSTRUCTION	\$414,500.00		
CONTINGENCY	<u>\$ 41,450.00</u>		
TOTAL	\$455,950.00		

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

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

Departmental Fiscal Review: C.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

6.81 OFMBYA 10.

10/14/2 (10/14/2) Find 10/14/2(10-14-21 Find

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

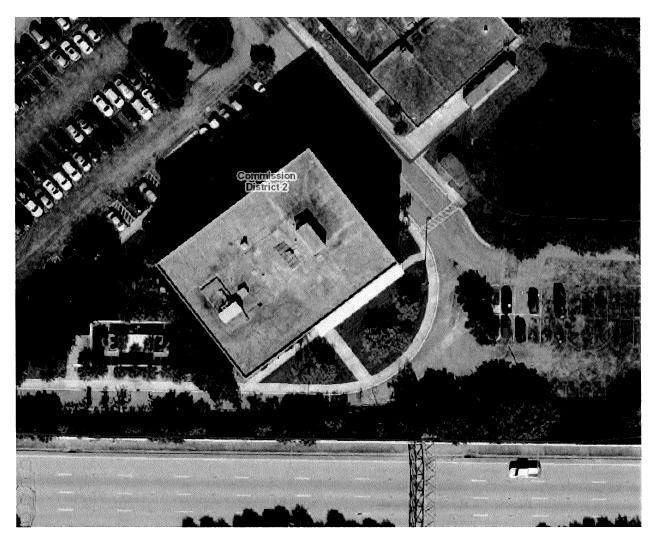
ATTACHMENT 1

LOCATION MAP

Project No: 20126-R1

Project Name: Airport Center I – Chiller Replacement

Location: 100 Australian Ave, West palm Beach



REQUEST DATE: 8/10/21	REQUESTEI	DBY: Brian McNamara	PHONE: 233-0266
	er I – chiller replaces as CIP or IST, if a		IST PLANNING NO.:
ORIGINAL CONTRACT AMOU	NT: \$		IST TEMPINING NO
REQUESTED AMOUNT: \$414,5	00.00		BCC RESOLUTION#: DATE:
eFDO #: 2020-007479			Still?
CSA or CHANGE ORDER NUM	BER:		20/1.1
LOCATION: 100 Australian Ave	., West Palm Beach		- 0
BUILDING NUMBER: 554			2/13/2) 8/13/2)
DESCRIPTION OF WORK/SERV	/ICE LOCATION:	Airport Center I	8113
PROJECT/ W.O . NUMBER: 201	26-R1		
CONSULTANT/CONTRACTOR	: Air Mechanical &	Service Corp.	(HVAC)
PROVIDE A BRIEF STATEM CONSULTANT/CONTRACTOR		SCOPE OF SERVICES	TO BE PROVIDED BY THE
Furnish all labor, material, supervision, permits	and supplies necessary and	reasonably incidental to remove existin	g chiller, furnish and install two new chillers.
	\$_10,000.00 - \$ NA \$ 41,450.00 \$465,950.00 455,950.00 は agrees to these CID s	JO staff charges and your account w	vill be charged upon receipt of this BAS be billed. If this BAS is for construction
costs of \$250,000 or greater, staff cha	arges will be billed as	actual and reconciled at the en	d of the project. If the project requires
Facilities Management or ESS staff yo	ur department will be	billed actual hours worked upo	n project completion.
BUDGET ACCOUNT NUMBER(S) (Specify	<u>distribution if more than o</u>	ne and order in which junds are to be	used):
FUND: 3804 D	EPT:4/	UNIT: B675-0003	BJ: 4907
IDENTIFY FUNDING SOURCE FOR EAC	H ACCOUNT: (check <u>and</u>	provide detail for <u>all</u> that apply)	(Amount \$)
State (source/type:A	mount (Simple)	□ Federal (source/type: _	Amount \$
Grant (source/type:	Amount §)	□ Impact Fees: (Amount	\$)
Department:	Amount \$		DATE \$10/2021

BUDGET AVAILABILITY STATEMENT

ENCUMBRANCE NUMBER:

WORK ORDER 21-018 TO CONTRACT FOR ANNUAL HVAC FOR PROJECT NAME: AIRPORT CENTER 1 – CHILLER REPLACEMENT (RE-BID) PROJECT NO. 20126-R1

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 Air Mechanical & Service 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 (R2020-0229) ("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 **\$414,500.00** for the construction costs of removing and replacing existing chiller and furnishing and installing two air handler units and three condensing units as set forth on the **Bid Form** attached hereto and incorporated herein by reference.

3. Schedule of Time for Completion. The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **90** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

4. APIs. The APIs applicable to this Contract are attached hereto.

5. EBO Participation to Date. To date Contractor has achieved 0% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.

6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

1

Bid Form Addenda EBO Schedules 1 and 2 APIs

Form Rev 5/14/21 Work Order – Annual Contract – for BCC - Nonfederal

Project Name: Airport Center 1 – chiller replacement (re-bid) Project No. 20126-R1

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

7. <u>Annual Contract Modifications and Additions</u>. 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:

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

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

Form Rev 5/14/21 Work Order - Annual Contract - for BCC - Nonfederal

Project Name: Airport Center 1 – chiller replacement (re-bid) Project No. 20126-R1

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.

Form Rev 5/14/21 Work Order - Annual Contract - for BCC - Nonfederal

3

Project Name: Airport Center 1 – chiller replacement (re-bid) Project No. 20126-R1 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

APPROVED AS TO LEGAL SUFFICIENCY

By ttorney Count

WITNESS: FOR CONTRACTOR SIGNATURE

Signature

Jan Donoho

Name (type or print)

By:_____

APPROVED AS TO TERMS AND CONDITIONS

Director -FD&O

CONTRACTOR:

4

Signature

Blaine Byers

Name (type or print)

Vice President Air Mechanical & Service Corp

Title

(Corporate Seal)

Form Rev 5/14/21 Work Order - Annual Contract - for BCC - Nonfederal



ACRISURE"

September 7, 2021

Air Mechanical & Service Corp. 2700 Avenue of the Americas Englewood, FL 34224

RE: Bond No. 151034V Palm Beach County, Florida, Obligee Airport Center 1-Chiller Replacement (re-Bid) Project No. 20126-R1

Dear Ladies and Gentlemen:

This letter is giving **Air Mechanical & Service Corp**., as Principal and/or **Palm Beach County**, **Florida**, as Obligee, the authority to complete the Form of Guarantee.

This authorizes the Principal and/or the County to date the enclosed Form of Guarantee upon substantial completion.

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

Thank you for your cooperation.

Sincerely, Westfield Insurance Company

Kevin Wojtowicz Attorney-in-Fact

1000 Central Avenue Suite 200 St. Petersburg, FL 33705 P: 727.209,1803 F: 727.209,1335 W: nielsonbonds.com

PUBLIC CONSTRUCTION BOND

2

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BOND NUMBER		151034V					
BOND AMOUNT		\$414.500.00					
CONTRACT AMOUNT	- · ·	\$414,500.00					
CONTRACTOR'S NAM	Æ:	Air Mechanical & Service Corp.					
CONTRACTOR'S ADD	DRESS:	2700 Avenue of the Americas, Englewood FL 34224					
CONTRACTOR'S PHO	CONTRACTOR'S PHONE:941-475-3715						
SURETY COMPANY: Westfield Insurance Company							
SURETY'S ADDRESS:		One Park Circle, PO Box 5001					
		Westfield Center OH 44251-5001					
SURETY'S PHONE:		330-887-0101					
OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS CAPITAL IMPROVEMENTS DIVISION							
OWNER'S ADDRESS:	OWNER'S ADDRESS: 2633 Vista Parkway West Palm Beach, FL 33411-5604						
OWNER'S PHONE: (561) 233-0261							
PROJECT NAME: <u>Airport Center I – chiller replacement (re-bid)</u>							
PROJECT NUMBER: <u>20126-R1</u>							
CONTRACT NUMBER (to be provided after Contract award): R2020-0229							
DESCRIPTION OF WC	ORK:	Remove existing chiller, furnish and install two new chillers.					
PROJECT ADDRESS, I	PCN, or	LEGAL DESCRIPTION:					
100 Australian A	Ave., We	est Palm Beach					

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

Form Rev. 8/24/20 Public Construction Bond

Page 1 of 3

 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

Four hundred fourteen thousand five hundred and 00/100) Dollars (\$414,500.00)

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: Airport Center I – chiller replacement (re-bid) Project No.: 20126-R1 Project Description: Remove existing chiller, furnish and install two new chillers Project Location: 100 Australian Ave., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: RGD Consulting Engineers LOCATION OF FIRM: 2151 South Highway A1A Alt, Ste#2000, Jupiter, FL PHONE: 561-743-0165 33477

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 chiller, furnish and install two new chillers, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Form Rev. 8/24/20 Public Construction Bond

Page 2 of 3

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 <u>August 18</u>, 2021.

Air Mechanical & Service Corp. Principal (Seal) Witness Donoho Ja⁄n us (Print Name and Title) Blaine, Byers, Vice President Westfield Insurance Company Witness Eileen Heard Surety (Seal) (Print Name and Title) Kevin Wojtowicz, Attorney-in-fact and Florida Licensed IMPORTANT: Surety companies executing Resident Agent 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 Rev. 8/24/20 Public Construction Bond

Page 3 of 3

General Power of Attorney

CERTIFIED COPY

POWER NO. 0994782 00 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of yshipof ST PETERSBURG suretyship- -

Suretyship-LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeti

held on February 8, 2000. In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020



County of Medina

SS.:

SS.:

By: Gary W. Stumper, National Surety Leader and Senior Executive

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Affixed State of Ohio

County of Medina

Notarial

Seal



terre a llot

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, I I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 187 dav of 6:21



Fronth, anino Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06.02)

Bond 151034V

FORM OF GUARANTEE

GUARAN	TEE FOR Contractor Name:	Air Mechanical & Service Corp.	and Surety
Name:	Westfield Insurance Company	•	

We the undersigned hereby guarantee that the (Airport Center I – chiller replacement (re-bid); #20126-R1) 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

(Contractor Name) (Seal) By: Acide Arctic (Contractor Signature) Blaine Byers	
(Contractor Signature)	
(Contractor Signature)	3 .
· · · · · · · · · · · · · · · · · · ·	
Blaine Byers	
bycho	
Vice President	
(Print Name and Title)	
Westfield Insurance Company (Surety Name) (Seal) By:	
(Surety Signature)	
Kevin Wojtowicz, Attorney-in-fact and	
Florida Licensed Resident Agent	
(Print Name and Title)	

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Form Rev. 03/19/20

Page 1 of 1

1300 N. Westshore Bivd LWC, Wy. LWC, Wy. <th>CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTERD OR ALTER THE COVERAGE AFFORDED BY THE FOLLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT ENTWEENT HE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. INFORMATIN' THE certificate holder is an ADDITIONAL INSURED provisions or be endorsed. It SUBROGATION IS MARKED, subject to the terms and conditions of the policy, certain policies may require an endorsement (s). INFORMATIN' THE insurance of Tampa Bay assitu-Vatre insurance of Tampa Bay Internet insuran</th> <th></th> <th></th> <th></th> <th></th> <th>ICATE OF LIAI</th> <th></th> <th></th> <th></th> <th></th> <th>08</th> <th>MM/DD/YYY /26/2021</th>	CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTERD OR ALTER THE COVERAGE AFFORDED BY THE FOLLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT ENTWEENT HE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. INFORMATIN' THE certificate holder is an ADDITIONAL INSURED provisions or be endorsed. It SUBROGATION IS MARKED, subject to the terms and conditions of the policy, certain policies may require an endorsement (s). INFORMATIN' THE insurance of Tampa Bay assitu-Vatre insurance of Tampa Bay Internet insuran					ICATE OF LIAI					08	MM/DD/YYY /26/2021
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BID FORM

PROJECT NUMBER: 20126-R1

PROJECT NAME: Airport Center I - Chiller Replacement (RE-BID)

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) <u>Bid Security</u>. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT <u>\$ 414,500.00</u>

Four Hundred Fourteen Thousand Five Hundred Dollars and Zero Cents Written amount

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

Form Rev. 4/13/21 Bid Form - NonFederal

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 <u>#</u>	1	dated	5/26/2021	Addendum <u>#</u>	2	dated	6/24/2021
Addendum #	3	dated	7/8/2021	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:	Air Mechanical & Service Corp
(······	Contractor Name
July 15, 2021	Baine man
Date	Signature Blaine Byers
	Service Sales Manager
	Print Name and Title

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

Form Rev. 4/13/21 Bid Form - NonFederal

OEBO SUHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Airport Center I - Chiller Replacement (RE-BID)	SOLICITATION/PROJECT/BID No.: 20126-R1
NAME OF PRIME RESPONDENT/BIDDER	2700 Avenue of the Americas, Englewood, FL 34224 ADDRESS:
CONTACT PERSON: Blaine Byers	PHONE NO.: 941-475-3715 E-MAIL: byers@amsco-ac.com
SOLICITATION OPENING/SUBMITTAL DATE:	DEPARTMENT: Service Sales

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

	(Check Non-SBE	k all Applicable Cate <u>M/WBE</u>	egories) <u>SBE</u>		DOLLAR AM	DUNT OR PERCENT	AGE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Air Mechanical & Service Corp 1.2700 Avenue of the Americas Englewood, FL 34224 941-475-3715	√ √							\$358,554.00
Falcon Electric 2.440 Roberts Road, Stuie #5 Oldsmar, FL 813-814-1816	√							\$46,746.00
Gulf Coast Mechanical Contractor, Inc 3.3356 Port Charlotte Boulevard Port Charlotte, FL 941-235-8385								\$8,000.00
Premier Energy Solutions 4.4110 Enterprise Avenue, Suite #214 Naples, FL 34104 39-822-3640	√							\$1,200.00
5.								
Please use additional sheets if necessary)	<u></u>	4 8 - Mar Handlan, hannan <u>an ar an an an</u>	Total					\$414,500.00
414,500.00			Total SE	E - M7WBE Participation				
nereby certify that the above information is accurate	to the best of	my knowledge:	1 - Cen	ice m	NO		Service Sales	Manager
		B	laine Byers	Signature			<u></u>	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 halded 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: 20126-R1

SOLICITATION/PROJECT NAME: Airport Center I - Chiller Replacement (RE-BID)

Prime Contractor: Air Mechanical & Service Corp Subcontractor: Falcon Electric, 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): Column 1 Column 2 Column 3

 Male
 Female African-American/Black Asian American 🗆 Caucasian American □ Supplier Hispanic American I 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 property executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingendes/ Allowances	Total Price/Percentage
1	Electrical work	46746.00	1	0	46746.00
	· · · · · · · · · · · · · · · · · · ·				-
1		T			

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: <u>46746.00</u>

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/3nd tier Subcontractor/subconsultant

Price or Percentre

Date

Air Mechanical & Service Corp

Print Name of Prime ul

Authorized Signature

Blaine Byers Print Name Service Sales Manager Title

_{Date:} 6/30/21

or/subconsultant Bv: Authorized Signature Title

Revised 09/17/2019

Bv:

OEBO LETTER OF INTENT – SCHEDULE 2

A completed	l Schedule 2 i	<u>is a bi</u>	<u>nding docu</u>	iment	t between	the Prime Co	<u>ntrac</u>	<u>tor/consulta</u>	<u>nt and a S</u>	ubcontrac	tor/subco	<u>nsulta</u>	<u>nt (for</u>
any tier) and	d should be t	reated	d as such.	The S	Schedule 2	<u>shall contain</u>	bold	ed language	indicating	<u>that by s</u>	signing the	Scher	dule 2,
both partie	s recognize	this	Schedule	as a	binding	document.	All	Subcontract	ors/subco	nsultants,	including	any	tiered
Subcontractor the bid/prop	•	ltants,	, must pro	perly	execute th	nis document.	Each	properly exe	ecuted Sch	nedule 2 r	nust be sub	omitte	d with
			004	00									

SOLICITATION/PROJECT	NUMBER:	20	וו	Ζ	0-	(
•						 	

SOLICITATION/PROJECT NAME: Airport Center I - Chiller Replacement (RE-BID)

Prime Contractor: Air Mechanical & Service Corp	Subcontractor: Gulf Coast Mechanical, Inc.
(Check box(s) that apply)	

SBE WBE MBE MC/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 1Column 2

Column 3

Male
 Female
 African-American/Black
 Asian American
 Caucasian American
 Supplier
 Hispanic American
 Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Pipe welding and labor	8000.00	1	0	8000.00
				-	

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: 8000.00

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:

Air Mechanical & Service Corp. Print Name of Prime Ву: 🟒 Authorized Signatur

Blaine Byers Print Name

Serv	ica	ادک	20	Ma	nàn	۵r
Seiv		Sai	62	Ivia	nay	ei

Title

Date: 7/13/21

Gulf Coast Mechanical, Inc.

Print Name of Subcontractor/ubconsultant By:

Authorized Signature

Javier Gonzalez Print Name

President

Title

Date: _____7/13/21

Revised 09/17/2019

OEBO LETTER OF INTENT - SCHEDULE 2

A comuleted Schedule 2 is a binding document hetween the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tler) 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.

SOLICITA	TION/PR	OJECT NI	JMBER: 20	126-R1			
				rt Center I -	Chiller	Replaceme	nt (RE-BID)
Prime Co	ontractor:	Air M	echanic	al & Service	Corp	Subcontractor:	Premier Energy Solutions, Inc.
(Check b	iox(s) tha	t apply)					
ſ SBE	I WBE	() MBE	□ M/WBE	□ Non-S/M/WBE	Date o	if Palm Beach Cour	nty Certification (if applicable):
The unde	ersigned	affirms th	ey are the fo	llowing (select one	from eac	h column if applic	able):
Column :	1		Çok	<u>imn 2</u>			Column 3

🛛 Male 🗇 Female	() African-American/Blac	k 🗆 Asian American	D Caucasian American	□ Supplier
	U Hispanic American	Native American		

<u>S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form</u>. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> 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	1200.00	1	0	1200.00
		1			

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: 1200.00

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:

Air Mechanical & Service Corp.

Print Name of Prime By: Authorized Signature

Blaine Byers Print Name

Service Sales Manager

_{Date:} 7/13/21

Premier Energy Solutions, Inc.

Print Name of Subcontractor/subconsultant By: orized Signature Auth

Rendon Alexander Print Name

Þ Title

Date: 7/13/21

Revised 09/17/2019

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

PROJECT NUMBER: 20126-R1

PROJECT NAME: <u>Airport Center I - Chiller Replacement (RE-BID)</u> DATE: July 1, 2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

Dollars,(\$_59	% amt bid), (which sum
bound unto Palm Beach County, a Political Subdivision County Commissioners, (hereinafter called "County") in	in the State of Florida, by and through its Board of a the sum of Five Percent of Amount Bid
Westfield Insurance Company	_ (hereinafter called "Principal"), and _ (hereinafter called "Surety") are held and firmly
KNOW ALL MEN BY THESE PRESENTS: That we,	Air Mechanical & Service Corp.

<u>is at least 5% of the bid price</u>), 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: Airport Center I - Chiller Replacement (RE-BID), Project Number 20126-R1, 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.

Form Rev. 4/13/21 Bid Bond - NonFederal

PROJECT NUMBER: 20126-R1

PROJECT NAME: Airport Center I - Chiller Replacement (RE-BID)

DATE: July 1, 2021

IN WITNESS WHEREOF, the said _____ Air Mechanical & Service Corp. as "Principal" herein, has caused these presents to be signed in its name, by its Vice President Mark Castellano, and attested by its Witness, Jan Donoho under the corporate seal, and the said ______ Westfield Insurance Company "Surety" as herein, has caused these presents to be signed in its name, by its Attorney-in-fact _, and attested by its corporate Seal, this _____1st___ day of <u>July</u>, A.D., 20 21

ATTEST:

Jan Donoho

Print Name

Print Name

TITLE:

TITLE: <u>Witness</u>

(SEAL) Air Mechanical & Service Corp. (Contractor Name) Bv (Signature)

Print Name and Title: Mark Castellano Vice President,Branch Mgr

SEAL),

ATTEST

C. Eleard	Westfield Insurance Company
	(Surety Name)
Eileen Heard	V 10 - 4133 M
t Name	By:(Signature)
LE: Surety Witness	Kevin Wojtowicz, Attorney-in-fact and Florida Licensed Resident Agent Print Name and Title:

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

Form Rev. 4/13/21 Bid Bond - NonFederal

General [,]Power of Attorney

CERTIFIED COPY

POWER NO. 0994782 00 Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS. and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating there Company is liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company sit signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile



On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

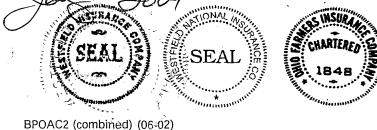
Notarial Seal Affixed State of Ohio County of Medina ss.:



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force. in full force and effect.

Witness Whereof, A.D., have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of 07/



Trank aning Secretary

Frank A. Carrino, Secretary

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

PROJECT NAME: Airport Center I - Chiller Replacement (RE-BID)

PROJECT NUMBER: 20126-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: May 26, 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 (1) page and one (1) attachment.

CHANGE TO INVITATION FOR QUOTE/BID:

1. Insert Attachment "A", Affirmative Procurement initiatives (APIs) for Construction Procurement as attached.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, 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:

UA

Blaine Byers, Service Sales Mgr. Air Mechanical & Service Corp

END OF ADDENDUM

ADD1-1

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

PROJECT NAME: Airport Center #1 Chiller Replacement

PROJECT NUMBER: 20126-R1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: June 24, 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 two (2) pages and two (2) attachments.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "July 1, 2021 by 2:00 PM" to read "July 15, 2021 by 2:00 PM"

CHANGE TO IFQ/B ATTACHMENT C

- 1. **2. SCOPE OF WORK**, insert item "n" through "aa" as follows:
 - n. New chillers to be installed with coated copper fin/copper tube condenser coils.
 - o. Existing dry well to be abandoned in place.
 - p. Existing chillers will not be allowed to be used as temporary chillers. Contractor to supply temporary chillers for temporary cooling of building.
 - q. Contractor to use existing power fed to chiller yard to power temporary chiller.
 - r. If during demolition, it is confirmed existing raceways and wiring do not meet specifications and new raceways and wiring are needed to complete project, Contractor to supply generator to power temporary chiller.
 - s. Contractor to tie new chillers and chilled water pumps to existing Wisch and Jackson BAS system. Contractor to contact Wisch and Jackson to hook up BAS to new chillers

t. Contractor to disregard Demolition note #4 in Exhibit "1" - E-002.

ADD2-1

- u. Contractor to dispose of all existing equipment being replaced following all local, state and federal guidelines.
- v. Nubi chilled water piping or Aquatherm chilled water piping will be allowed for chiller installation.
- w. Pro-Press or Mega-Press will be allowed fittings for chiller installation.
- x. NEMA 3R VFD enclosures or NEMA 4X VFD enclosures will be accepted.
- y. VFDs will be allowed to be installed on same (south) wall as DPC panel.
- z. Carrier Aqua Snap air cooled scroll chiller will be accepted as PBC approved equal, as shown on Exhibit "2" attached.
- aa. Pentair chilled water pump will be accepted as PBC approved equal, as shown on Exhibit "3" attached.
- 2. Insert Exhibit "2" and "3" as attached.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, 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:

1200

Blaine Byers, Service Sales Manager Air Mechanical & Service Corp

END OF ADDENDUM

ADD2-2

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

PROJECT NAME: Airport Center #1 - Chiller Replacement

PROJECT NUMBER: 20126-R1

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: July 8, 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 (1) page.

CHANGE TO IFQ/B ATTACHMENT C

- 1. **2. SCOPE OF WORK**, insert item "bb" as follows:
 - bb. Contractor to supply training to FMD/Central staff, for operation and troubleshooting of the new chillers. Training to be supplied after both chillers have been replaced.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, 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:

and

Blaine Byers, Serviée Sales Manager Air Mechanical & Service Corp

END OF ADDENDUM

ADD3-1



0) AIR MECHANICAL & SERVICE CORP.

2700 Avenue of the Americas Englewood, Florida 34224 Phone 941-475-3715 Fax 941-475-3725

June 21, 2021

Palm Beach County Government 2633 Vista Parkway West Palm Beach, FL 33411-5604

Attn: David Lavinsky

Subject: Signature Authorization

David,

Blaine Byers has authorization to sign any and all paperwork necessary to complete projects on behalf of Air Mechanical & Service Corp, for the Palm Beach County Government.

If further information is required, please contact me.

Sincerely, l

Mark Castellano VP/Branch Manager Englewood

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - HVAC

Contact: Brian McNamara, Capital Improvements Division Phone: (561) 233-0266 Project Title: Airport Center I - Chiller Replacement (RE-BID) Project #: 20126-R1 Project Location: 100 Australian Ave, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract HVAC for additional requirements.
- c. Work to be completed during the hours of 7:30 am to 5:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within Ninety (90) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

2. SCOPE OF WORK

- a. Remove existing chiller, furnish and install two new, 100 ton Trane CGAM chillers, or PBC approved equal, as shown on Exhibit "1".
- b. Remove existing unit and properly dispose of according to local guidelines.
- c. Re-attach the existing lightning protection system.
- d. Test, remove, reinstall and re-test the fire alarm devices, when applicable.

- e. Furnish and install individual equipment surge protection.
- f. Replace the existing electrical disconnect, connectors, sealtite conduit and wire from the disconnect to the unit, with new.
- g. Provide all necessary piping, electrical, control wiring and refrigerant lines to make the system fully operational per manufacturer's specifications.
- h. All penetrations shall be sealed and patched to meet code requirements.
- i. Document system pressures and running load amps.
- j. Add refrigerant line supports wherever needed to keep lines stable and off of ground level.
- k. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Project Manager present.
- I. Contractor to supply a temporary chiller during construction, until new chillers are installed and running.
- m. Installation of temporary chiller, electrical power feeders and exterior electrical power panel to be performed on weekends only.

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. <u>SUBMITTALS</u>

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

Contractor shall be responsible for disposal of all old equipment, following all federal, state and local guidelines.

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. <u>TEMPORARY PROTECTION</u>

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: [X] Critical Facilities Background Check [] CJI Facilities Background Check [] No Background Check

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 \boxtimes . Fillable pdfs of all EBO forms can be found on the OEBO website at <u>http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</u>. 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 bidder submitting the lowest responsive, responsible bid at the price that it bid.

Form Rev. 4/1/21 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing, Roofing

PRE-BIDMandatoryPM:Brian McNamaraANNUAL:HVACAPI:Price Preference

BID SUMMARY

Project Name:	Airport Center I - C	rport Center I - Chiller Replacement (RE-BID)								
Project Number:	20126-R1									
Bid Opening Date:	07/15/21				na Angele Royald Royald (1992)					
CONTRACTOR	Air Mechanical & Service Corp.	Thermal Concepts, Inc.	Precision Air System, Inc.	Florida Mechanical LLC	D.A.C. Air Conditioning Corp	E.C. Stokes Mechanical Contractors, Inc.	Cedars Electro- Mechanical, inc.			
Local Bidder	Non-Local	Non-Local	Local	Local	Non-Local	Local	Local			
Prime S/M/WBE	Non-SBE	Non-SBE	Non-SBE	Non-SBE	Non-SBE	Non-SBE	SBE			
BID	\$414,500.00	\$447,340.00	\$451,839.00	\$456,429.00	\$491,700.00	\$491,849.50	\$526,988.00			
BID BOND	Yes	Yes	Yes	Yes	Yes	Yes	Yes			
ADDENDUMs 1 - ACKNOWLEDGED	✓	\checkmark	✓	\checkmark	\checkmark	\checkmark	\checkmark			
ADDENDUMs 2 ACKNOWLEDGED	\checkmark	\checkmark	\checkmark	\checkmark	✓	\checkmark	\checkmark			
ADDENDUMs 3 ACKNOWLEDGED	1	√	✓	✓	✓	\checkmark	\checkmark			
SBE SCHEDULE 1 Shall list the S/MWBE Prime and he names of <u>all</u> subcontractors egardless of S/MWBE.}	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory			
BE PARTICIPATION	0.00%	5.00%	8.24%	20.54%	3.91%	3.00%	94.20%			
BE SCHEDULE 2 A separate Schedule 2 must be cluded for <u>each</u> subcontractor, gned by subcontractor and rime Contractor.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory			
OMMENTS:	۵	_					-			

14

Bids Documents recorded by:

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

1 1

ATTACHMENT 5

	PALM BEACH COUNTY							
FACILITIES DEVE	LOPMENT & OPERATION	S DEPARTMENT						
COMPET	ITIVE QUOTATION COMP	ARISON						
Project Name:	Airport Center I - Chiller Re	eplacement (RE-BID)						
Project Number:	20126-R1							
	Tuesday, June 1, 2021							
QUOTATION RECEIPT DATE:	Thursday, July 15, 2021	July 15, 2021						
Vendor	Dollar Quotation	Comments (SBE)						
1 Air Mechanical & Service Corp.	\$414,500.00	0.00%						
2 Thermal Concepts, Inc.	\$447,340.00	5.00%						
3 Precision Air System, Inc.	\$451,839.00	8.24%						
4 Florida Mechanical LLC	\$456,429.00	20.54%						
5 D.A.C. Air Conditioning Corp E.C. Stokes Mechanical Contractors,	\$491,700.00	3.91%						
6 Inc.	\$491,849.50	3.00%						
7 Cedars Electro-Mechanical, inc.	\$526,988.00	94.20%						
Bid opened by: Dhancast 7/2 SIGNATURE DATE!	8/21	Bid recorded by: United Tath						
COMMENTS:								
·								
ESTIMATE: N/A		.A.						
THE RECOMMENDED CONTRACTOR'S AN COMPLIANCE WIT	ND ANY LISTED SUB-CONTRACTOR							
THE RECOMMENDED CONTRACTOR'S INSU	IRANCE(S) ARE CURRENT IN REQUIREMENTS.	COMPLIANCE WITH PALM BEACH COUNTY						
BASED ON A REVIEW OF THE ABOVE-LISTED C PROVIDED THE LOWEST RESPONSIVE AND RE		HAT: Air Mechanical & Service Corp.						
Charles fint	-	7.29.2021						
Signature		Date						
T= Do	_	7.29.21						
Approved		Date						

Annual Contract - HVAC #19601 Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

			0						Autorit un et en	real indian and a				
PROJECT INFORMATION						DOLLARS						SBE PAR		
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 Work Order	%SBE	\$M/WBE	%Minority	
	- 10	FYXX - Xst QUARTER								WORK Order	Work Order	Work Order	Work Order	
06/30/21		Ag Center Bldg #2 - HVAC replacement	Stokes	1,698.00	21-004 supp 2	\$5,825,321.28	\$0.00	\$5,825,321.28	\$2,174,678.72	0.00	0.00%		0.00%	
		Phil Foster Park, Marina Bldg - HVAC replacement	Airtex	0.00	21-014	\$5,825,321.28		\$5,825,321.28	\$2,174,678.72	0.00	en la la completa d'un la 🛶		#DIV/0!	
		Samuel Friedman Par, West pressbox and concession - HVAC replacement	Airtex	0.00	21-015	\$5,825,321.28		\$5,825,321.28	\$2,174,678.72	0.00			"21110.	
		CEP - refurbishement of two (2) coolers	Precision	196,350.00	21-015	\$6,021,671.28		\$6,021,671.28	h her her her et ander -	0.00	0.00%			
8/4/21 CRC									The hashest of a called to the		al da anter de 🗕			
07/22/21		MCCH - HVAC replacement ahu #28	Cedars	6,270.88		\$6,027,942.16		\$6,027,942.16	Shandada dadka Ma	3,791.36		3,791.36	60.46%	
		WDC, Bldg M (Admin) - HVAC replacement	Cedars	290,375.00	21-017	\$6,318,317.16		\$6,318,317.16	Shanna shekarar	289,155.42	신동 이용 소문한 소란 두			
	20126-R1	Airport Center I - chiller replacement (re-bid) BCC	AMSC	414,500.00	21-018	\$6,732,817.16	\$0.00	\$6,732,817.16	\$1,267,182.84	0.00	0.00%			
- <u>-</u>		INSERT ROWS ABOVE HERE ONLY				Phyllis I copy	v from coloumn '	J' to Column 'X'	-					
11										2,250,246.81		1,053,316.18		
												W/MBE BREAKD	OWN	
		HVAC Annual		TOTAL WORK ORDERS						TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %	
				41 100 000 00							00.000	4000 150 10		
			Cedars	\$1,482,393.20 \$670,112.00						\$1,449,008.97	97.75%	\$990,176.18	66.80%	
			Farmer Florida	\$670,112.00 \$1,155,462.03						\$136,521.00 \$48,245.00	20.37% 4.18%	\$49,900.00 \$0.00	7.45%	
			Precision	\$637,438.77						\$48,245.00	2.16%	\$0.00	0.00%	
	-		Thermo	\$181,830.50						\$6,060.00	3.33%	\$6,060.00	3.33%	
			AMSC	\$613,300.00						\$0.00	0.00%	\$0.00	0.00%	
		Commerical Cooling	Commercial	\$0.00						\$0.00		\$0.00		
			DAC	\$625,764.00						\$28,600.00	4.57%	\$0.00	0.00%	
			Stokes	\$793,157.66						\$142,274.84	17.94%	\$0.00	0.00%	
		Koldaire	Koldaire	\$0.00			1			\$0.00		\$0.00		
		Quantum Mechanical	Quantum	\$0.00						\$0.00		\$0.00		
		Sailfish Mechanical	Sailfish	\$0.00						\$0.00		\$0.00		
		Airtex	Airtex	\$418,557.00						\$418,557.00	100.00%	\$0.00	0.00%	
		Thermal Concepts	Thermal	\$154,802.00						\$7,180.00	4.64%	\$7,180.00	4.64%	
		, , ,	Bradley	\$0.00						\$0.00		\$0.00		
		Page Mechanical Group, Inc.	Page	\$0.00						\$0.00		\$0.00		
												EN /11/1		
]		Total		\$6,732,817.16						\$2,250,246.81	33.42%	\$1,053,316.18	15.64%	