

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 8, 2022

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-013 to the annual heating ventilation and air conditioning (HVAC) contract with Florida Mechanical LLC (Contractor) (R2020-0021) for the C. L. Brumback Health Center- Chiller Replacement project in the amount of \$268,987 for a period of 90 calendar days from permit issuance.

Summary: On January 7, 2020, the Board of County Commissioners (Board) approved the annual HVAC contract with the Contractor for HVAC services related to system and component installations, upgrades, replacements, modifications and repairs at County properties. Work Order No. 21-013 authorizes the replacement of two existing air-cooled chiller units at the C. L. Brumback Health Center. The existing units are over 19 years old, the coils are in poor condition and both of the units have outlived their useful life. Additionally, it has become increasingly difficult to find parts and materials to maintain the units. The new air-cooled chillers 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. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000, when three or more Small Business Enterprises (SBE) are qualified; or 2) 10% SBE Price Preference for projects \$100,000 or greater. Since this project is over \$100,000, the applicable API is the latter. The Contractor is not an SBE and there is no SBE participation on this work order. To date, the overall SBE participation on the annual HVAC contract is 33.61%. The Contractor is a local business. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division) District 6 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on May 20, 2021. Florida Mechanical LLC submitted the lowest responsive and responsible bid of the four bids received.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 21-013
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract HVAC Construction 19601: Control Sheet

Recommended by:  3/3/22
Department Director Date

Approved by:  2/11/22
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	<u>\$295,886</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$295,886</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No: Fund 3804 Dept 411 Unit B666-0037 Object 4907

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

Funding for this project is from the Public Building Improvement fund.

Construction	\$268,987.00
Contingency	<u>\$ 26,898.70</u>
	<u><u>\$295,885.70</u></u>

C. Departmental Fiscal Review:

Kay Spies

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa Munte 2/7/22
OFMB/TA 2-7-22 LM 2/7

Ar. S. Jacobson 2/7/22
Contract Development and Control 2-7-22 TA

B. Legal Sufficiency:

[Signature] 2/10/22
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: 19463

Project Name: C. L. Brumback Health Center – Chiller Replacement

Location: 38754 State Road 80, Belle Glade 33430



250-000

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/2/21

REQUESTED BY: Luis Herrera

PHONE: 233-2053

PROJECT TITLE: C.L Brumback Health Center - Chiller Replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$268,987.00

DATE:

eFDO #: 2019-024583

CSA or CHANGE ORDER NUMBER:

MO
10/29/21

LOCATION: 38754 State Road 80, Belle Glade, FL

BUILDING NUMBER: 60

DESCRIPTION OF WORK/SERVICE LOCATION: C.L Brumback Health Center

PROJECT/W-O. NUMBER: 19463

CONSULTANT/CONTRACTOR: Florida Mechanical LLC (HVAC)

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove two existing air cooled chillers and furnish and install two new direct replacement air cooled chillers.

CONSTRUCTION	\$268,987.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 7,000.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 26,898.70
TOTAL	\$ 302,885.70

* 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: 3804 DEPT: 411 UNIT: B666-0039 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]
7/2/21

DATE 10/29/2021

ENCUMBRANCE NUMBER: _____

**WORK ORDER 21-013 TO CONTRACT FOR
ANNUAL HVAC
FOR
C.L. BRUMBACK HEALTH CENTER - CHILLER REPLACEMENT
PROJECT NO. 19463**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and Florida Mechanical LLC, a limited liability company, authorized to do business in the State of Florida, whose Federal ID# is 20-3214824 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 01/07/2020 (R2020-0021) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$268,987.00** for the construction costs of removing two existing air cooled chillers and furnishing and installing two new direct replacement air cooled chillers 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 4.18% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs
Bid Bond/Security

Project 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:

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 *Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, 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: C.L. Brumback Health Center – chiller replacement
Project No. 19463

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: _____
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

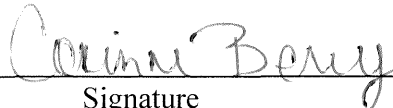
APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
County Attorney

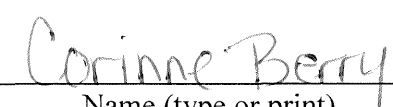
By:  _____
Director - FD&O

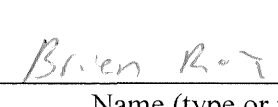
WITNESS: FOR CONTRACTOR
SIGNATURE

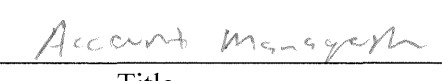
CONTRACTOR:

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 19463

PROJECT NAME: C.L Brumback Health Center - Chiller 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. TOTAL QUOTE/BID AMOUNT \$ 268,987.00

Written amount Two hundred sixty eight thousand nine hundred eighty seven dollars

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

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes _____ No X

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

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 4/23/21 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: Florida Mechanical LLC
Contractor Name

5/20/21
Date 
Signature

Florida Mechanical LLC, Account Manager
Print Name and Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: C.L Brumback Health Center - Chiller Replacement
 NAME OF PRIME RESPONDENT/BIDDER: Florida Mechanical LLC
 CONTACT PERSON: Brien Roy
 SOLICITATION OPENING/SUBMITTAL DATE: 5/20/21

SOLICITATION/PROJECT/BID No.: 19463
 ADDRESS: 3615 Fiscal Ct Riviera Beach FL 33404
 PHONE NO.: 561.222.0405 E-MAIL: Broy@flamech.com
 DEPARTMENT: Sales

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>Florida Mechanical LLC</u> <u>3615 Fiscal Ct</u> <u>Riviera Beach FL 33404</u> <u>561.222.0405</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$247,287.00	_____
2. <u>Malanczyn Electric</u> <u>1535 SE Niemeyer Circle</u> <u>Port St. Lucie, FL 34952</u> <u>772-263.9029</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$21,700.00	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	\$268,987.00	_____
Total Bid Price \$ <u>268,987.00</u>				Total SBE - M/WBE Participation	<u>0</u>	_____	_____	_____

I hereby certify that the above information is accurate to the best of my knowledge: Brien M Roy Account Manager
 Signature Title

- Note:
- 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.
 - 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.
 - 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: 19463

SOLICITATION/PROJECT NAME: C.L Brumback Health Center - Chiller Replacement

Prime Contractor: Florida Mechanical LLC Subcontractor: _____

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Remove and replace 2 Trane air cooled chillers	\$247,287.00	1	0	\$247,287.00

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: \$247,287.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Florida Mechanical LLC

Print Name of Prime

By: Brian M Roy
Authorized Signature

Brien Roy
Print Name

Account Manger

Title

Date: 5/20/21

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

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: 19463

SOLICITATION/PROJECT NAME: C.L Brumback Health Center - Chiller Replacement

Prime Contractor: Florida Mechanical LLC Subcontractor: Malanczyn Electric

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Chiller disconnect and reconnect Electrical Services	\$21,700.00	1	0	\$21,700.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$21,700.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Florida Mechanical LLC

Print Name of Prime

By: Brien M Roy
Authorized Signature

Brien Roy
Print Name

Account Manger

Title

Date: 5/20/21

Malanczyn Electric

Print Name of Subcontractor/subconsultant

By: John Malanczyn
Authorized Signature

John Malanczyn
Print Name

President

Title

Date: 5/20/21

IFQ/B ATTACHMENT "A"
Affirmative Procurement Initiatives ("APIs")
(for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing, Roofing)

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by . Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

 Waiver

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

SBE Sheltered Market for Small Construction Contracts

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

 SBE Subcontracting Program

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

SBE Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

 M/WBE Subcontracting Goal*

 % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

 M/WBE Segmented Subcontracting Goals*

 % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian American,

Native American, and non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

_____ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

_____ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

_____ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

_____ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

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

PROJECT NUMBER: 19463

PROJECT NAME: C.L Brumback Health Center - Chiller Replacement

DATE: MAY 20, 2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, FLORIDA MECHANICAL, LLC

3615 FISCAL COURT, RIVIERA BEACH, FL 33404, PH: (561) 863-3606

(hereinafter called "Principal"), and

NORTH AMERICAN SPECIALTY INSURANCE
COMPANY

1200 MAIN STREET, SUITE 800, KANSAS CITY, MO 64105, PH: (770) 569-7133

(hereinafter called "Surety") are held and firmly

bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of FIVE PERCENT OF THE AMOUNT BID

----- Dollars, (\$ 5%-----), (**which sum**

is at least 5% of the bid price), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **C.L Brumback Health Center - Chiller Replacement, Project Number 19463**, 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: 19463

PROJECT NAME: C.L Brumback Health Center - Chiller Replacement

DATE: MAY 20, 2021

IN WITNESS WHEREOF, the said FLORIDA MECHANICAL, LLC
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said NORTH AMERICAN SPECIALTY INSURANCE COMPANY as "Surety"
herein, has caused these presents to be signed in its name, by its ATTORNEY-IN-FACT
_____, and attested by its corporate Seal, this 20TH day of MAY, A.D., 2021.

ATTEST:

[Signature]

ROBERTA HORSFIELD
Print Name

TITLE: OFFICE MANAGER

FLORIDA MECHANICAL, LLC
(Contractor Name)

By: [Signature]
(Signature)

Print Name and Title: Kenneth MORGAN
MANAGING MEMBER

ATTEST:

[Signature]

CRISTINA DUQUE
Print Name

TITLE: SECRETARY

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
(Surety Name)

By: [Signature]
(Signature)

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

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

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

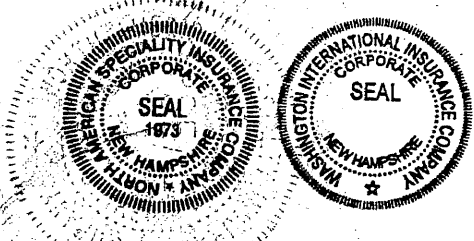
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law,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

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

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

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

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



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



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

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

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of MAY, 20 21.

Jeffrey Goldberg

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

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

Contact: Luis Herrera, Capital Improvements Division
Phone: (561) 233-2053
Project Title: C.L Brumback Health Center - Chiller Replacement
Project #: 19463
Project Location: 38754 St. Rd. 80, Belle Glade Fl. 33430

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing 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 5:00 pm Friday to 5:00 pm Sunday for the chiller change-outs. All other associated tasks may be completed during normal business hours of 8:00am to 5:00pm Monday through Friday as long as operations of the facility are not affected.
- 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. 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.
- g. Liquidated damages will accrue in the amount of \$80 per day.
- 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 two existing 80 ton TRANE air cooled chillers MD# RTAA080 Serial# U03K02283 and MD# RTAA080 Serial# U02B03140.
- b. Furnish and install two new, direct replacement, Trane air cooled chillers, or PBC approved equal, as outlined in Exhibit "1".

- c. Provide temporary cooling for the building if the chiller change-out and the building HVAC will be off-line for more than 8-hours.
- d. Test, remove, reinstall and test the fire alarm devices, when applicable.
- e. Remove and replace exiting isolation valves.
- f. Replace the existing connectors, sealtite conduit and wire from the disconnect to the unit.
- g. Condenser Coil Hail Guards are to be included for the new equipment.
- h. Provide Manufacturer start-up. Document system pressures and running load amps.
- i. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Project Manager and the Manufacturer's representative present.
- j. Connect chiller controller to existing building management system; verify system operations and ensure programing and communications are restored.
- k. Provide Energy Guard USA Coating, or PBC approved equal, as required for 5-Years Extended Warranty.

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. Contractor is responsible for providing owners' manuals for the provided/installed equipment at completion of project.

4. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

5. EXISTING EQUIPMENT

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

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering. Insulation must meet NAIMA standards.
- 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) 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. If approved, this 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. Provide manufacturer's standard one year warranty and manufacturer's 2nd year through 5th year extended parts and labor warranty on the entire chiller package.

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 "Critical Facilities" badged employees prior to submitting bids.

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

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

PROJECT NAME: C.L. Brumback Health Center – Chiller Replacement

PROJECT NUMBER: 19463

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: April 23, 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 "I" as follows:
 - I. This is a "TURNKEY" project. All labor and materials and permitting required to complete the scope of work is to be provided by the contractor.

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

ACKNOWLEDGMENT OF RECEIPT: _____ *Brian M Roy* _____

END OF ADDENDUM

ADD1-1



December 15, 2021

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Florida Mechanical, LLC – Authorization Letter
PROJECT: C.L. BRUMBACK HEALTH CENTER – CHILLER REPLACEMENT
Project No.: 19463
BOND NO: 2322612

To Whom It May Concern:

This letter shall serve as authorization for Palm Beach County as Obligee to date bonds, and power of attorney concurrent with the contract date and to date the form of guarantee upon substantial completion for the above referenced project. Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

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

Sincerely,

D. W. Matson, III
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Attorney-In-Fact

MATSON-CHARLTON SURETY GROUP
700 South Dixie Highway, Suite 100 • Coral Gables, FL 33146
Phone: 305.662.3852 • Fax: 305.661.9948
NASBP Member

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2322612

BOND AMOUNT \$268,987.00

CONTRACT AMOUNT \$268,987.00

CONTRACTOR'S NAME: Florida Mechanical LLC

CONTRACTOR'S ADDRESS: 3615 Fiscal Ct, Riviera Beach, FL 33404

CONTRACTOR'S PHONE: 561-863-3606

SURETY COMPANY: NORTH AMERICAN SPECIALTY INSURANCE COMPANY

SURETY'S ADDRESS: 1200 MAIN STREET, SUITE 800

KANSAS CITY, MO 64105

SURETY'S PHONE: (816) 235-3700

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: C.L. Brumback Health Center - chiller replacement

PROJECT NUMBER: 19463

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

DESCRIPTION OF WORK: Remove two existing air cooled chillers and furnish and install two new
direct replacement air cooled chillers.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

38754 State Road 80, Belle Glade

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 (\$268,987.00)
(Two hundred sixty-eight thousand nine hundred eighty-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: C.L. Brumback Health Center – chiller replacement
Project No.: 19463
Project Description: Remove two existing air cooled chillers and furnish and install two new direct replacement air cooled chillers
Project Location: 38754 State Road 80, Belle Glade

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 two existing air cooled chillers and furnish and installing two new direct replacement air cooled 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 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.

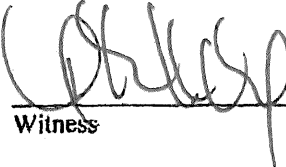
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in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

FLORIDA MECHANICAL, LLC
Principal (Seal)



Witness

(Print Name and Title)
Kenneth Morgan, Managing Member

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Surety (Seal)



(Print Name and Title)

D.W. MATSON III, ATTORNEY-IN-FACT

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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

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



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

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

State of Illinois
County of Cook ss:

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

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



M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1 day of 20

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

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (C.L. Brumback Health Center - chiller replacement, #19463) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

FLORIDA MECHANICAL, LLC
(Contractor Name) (Seal)

By: _____
(Contractor Signature)

Kenneth Morgan Management
(Print Name and Title)

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

By: _____
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



**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
DX00001454	Florida Mechanical, LLC		Compliant					21018	Florida Mechanical, LLC
		A , X	FCCI Insurance Company	CA10000330004	7/1/2021	7/1/2022	Auto Liability		
		Ar , X	National Trust Insurance Company	UMB10001401004	7/1/2021	7/1/2022	Excess Liability		
		Ar , X	National Trust Insurance Company	GL10004980903	7/1/2021	7/1/2022	General Liability		
		A- , VIII	FFVA Mutual Insurance Co.	WCB4000326632020A	7/4/2021	7/4/2022	Workers Comp		

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



Florida Mechanical LLC

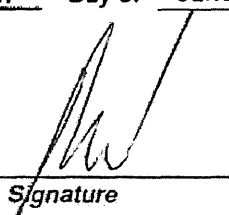
DATE 06/09/2021

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

Authority to Act as Agent

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

Dated this 9th Day of June 2021

By:  Kenneth Morgan
Signature *Printed*

Title: Owner

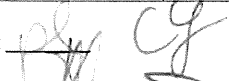
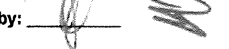
On behalf of : Florida Mechanical LLC.

Telephone: 561.863.3606

PRE-BID Mandatory
 PM: Luis Herrera
 ANNUAL: HVAC
 API: Price Preference

BID SUMMARY

Project Name:	C.L Brumback Health Center - Chiller Replacement							
Project Number:	19463							
Bid Opening Date:	05/20/21							
CONTRACTOR	Florida Mechanical LLC	D.A.C. Air Conditioning Corp.	Cedars Electro-Mechanical, Inc.	Air Mechanical & Service Corp.				
Local Bidder	Local	Non-Local	Local	Non-Local				
Prime S/M/WBE	Non-SBE	Non-SBE	SBE	Non-SBE				
BID	\$268,987.00	\$322,700.00	\$346,537.00	Missing Bid Form - Page 1				
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	0.00%	0.00%	99.10%	0.00%				
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory				
COMMENTS:								

Bid Documents opened by: 
 Bids Documents recorded by: 

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

PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
COMPETITIVE QUOTATION COMPARISON

Project Name: C.L Brumback Health Center - Chiller Replacement
Project Number: 19463

SOLICITATION DATE: Tuesday, April 20, 2021
QUOTATION RECEIPT DATE: Thursday, May 20, 2021

	Vendor	Dollar Quotation	Comments (SBE)
1	Florida Mechanical LLC	\$268,987.00	0.00%
2	D.A.C. Air Conditioning Corp.	\$322,700.00	0.00%
3	Cedars Electro-Mechanical, Inc.	\$345,537.00	99.10%
4	Air Mechanical & Service Corp.	Missing Bid Form - Page 1	0.00%

Bid opened by: Phan Castro 5/20/21 Bid recorded by: W. Carr 5/20/21
SIGNATURE DATE 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.
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS.

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: Florida Mechanical LLC PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

Charles J. Holt 5.24.2021
Signature Date
[Signature] 5.24.21
Approved 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
FYXX - Xst QUARTER													
	19463	C L Brumback Health Center - chiller replacement (BCC)	Florida	268,987.00	21-013	\$5,823,623.28	\$0.00	\$5,823,623.28	\$2,176,376.72	0.00	0.00%		0.00%
INSERT ROWS ABOVE HERE ONLY						Phyllis --- I copy from column 'J' to Column 'X'							
										1,957,300.03		1,049,524.82	
										WMBE BREAKDOWN			
										TOTAL	TOTAL	TOTAL	TOTAL
										SBE \$	SBE %	WMBE \$	WMBE %
HVAC Annual													
		Cedars Totals	Cedars	\$1,185,747.32						\$1,156,062.19	97.50%	\$986,384.82	83.19%
		Farmer & Irwin Totals	Farmer	\$670,112.00						\$136,521.00	20.37%	\$49,900.00	7.45%
		Florida Mechanical LLC	Florida	\$1,155,462.03						\$48,245.00	4.18%	\$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	
		Saifish Mechanical	Saifish	\$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 Heating & Air Conditioning, Inc.	Bradley	\$0.00						\$0.00		\$0.00	
		Page Mechanical Group, Inc.	Page	\$0.00						\$0.00		\$0.00	
		Johnson Controls, Inc.	Johnson	\$0.00						\$0.00		\$0.00	
		Air Handlers of the Palm Beaches, Inc.	Air Handlers	\$0.00						\$0.00		\$0.00	
		Total		\$5,823,623.28						\$1,957,300.03	33.61%	\$1,049,524.82	18.02%