

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

Meeting Date: September 13, 2022

[X] Consent

☐ Regular

[] Workshop

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to ratify: Emergency Work Order #22-018 issued to Farmer & Irwin Corp. (Contractor) on July 26, 2022 in the amount of \$210,831 for emergency work for the Water Treatment Plant (WTP) #11 HVAC Replacement emergency project completed under the annual heating, ventilation and air conditioning (HVAC) contract with the Contractor.

Summary: On January 7, 2020, the Board of County Commissioners (Board) approved the annual HVAC contract (R2020-0020) with the Contractor to provide HVAC services related to system and component installations, upgrades, replacements, modifications and repairs. The existing HVAC units at WTP # 11 that service the WTP's electrical room, are 15 years old, have experienced multiple failures and have reached the end of their useful life. WTP #11 services three local cities in the Glades area and currently, there are no backup units for this plant. Although Staff had been servicing, maintaining and repairing the units as needed, a series of recent failures triggered the need to address this replacement under an emergency authorization to ensure that WTP#11 could continue to operate. Work Order No. 22-018 authorized the Contractor to procure and replace two 20-ton split HVAC systems for the electrical room located at WTP # 11. Due to the critical nature of the services provided at this facility, any further delay could prove detrimental to the interests, health, safety and welfare of the citizens in the service area. This project was awarded as emergency purchase in accordance with Palm Beach County Purchasing Code 2-54(f) and County PPM CW-L-008. The Director of the Facilities Development and Operations Department (FD&O) executed this emergency work order under her construction authority pursuant to the Purchasing Code Section 2-53(f). In accordance with PPM CW-L-008, staff is submitting this emergency work order to the Board for ratification as the cost of work exceeds \$200,000. Pursuant to section 2-80.22 of the Equal Business Opportunity (EBO) Ordinance and the County PPM CW-O-043, this project is exempt from EBO requirements. The Contractor is a local business. The funding source for this project is Water Utilities Department Operation and Maintenance Fund. **(Capital Improvements Division) District 6 (MWJ)**

Background and Justification: WTP #11 services three local cities in the Glades area. The electrical equipment at WTP # 11 is confined within a protective enclosure that is tightly sealed to prevent the entry of corrosive vapors, moisture or solid chemical reagents. Unfortunately, the protective enclosure produces increasing amounts of waste heat, which has a negative effect on operations, leads to decreased efficiency, increased maintenance time and costs and encourages potential equipment failure. In these conditions, a HVAC cooling system is required to maintain the airtight seal, and provide for optimal temperature conditions while protecting the electrical and electronic equipment needed to operate the facility. The existing HVAC units are 15 years old, have experienced multiple failures and have reached the end of their useful life. Unfortunately, there is no redundant system to support the facility in the event that the existing units are inoperable. Failure to address this situation would prove detrimental to the interest, health, safety and welfare of the citizens in the Glades community. In order to ensure the continuity of operations, this emergency work order authorized the procurement and replacement of the existing HVAC units.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 22-018
4. Annual Contract – HVAC #19601: Control Sheet

Recommended by:

Department Director

Date _____

Approved by:

County Administrator

Date _____


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$210,831	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$210,831	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of federal funds?		Yes		No	X

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

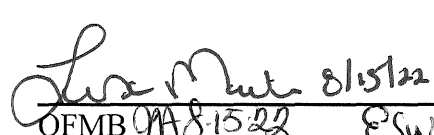
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The funding source for this project is from the Water Utilities Department Operation and Maintenance Fund.

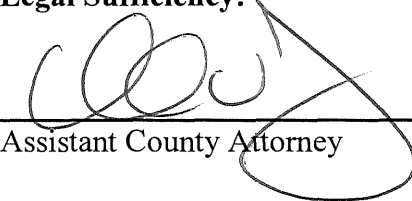
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 8/15/22
OFMB 7/18/22 ESW 8-15-22 Contract Development and Control 8-19-22 TW

B. Legal Sufficiency:

 8/23/22
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: 2022-025174.99

Project Name Water Treatment Plant (WTP) #11 HVAC Replacement emergency

Location: 39700 Hooker Highway, Belle Glade



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/30/22 REQUESTED BY: Bill Munker PHONE: 233-0265

PROJECT TITLE: WTP #11 – HVAC replacements (emer)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$210,831.00

eFDO #: 2022-025174

CSA or CHANGE ORDER NUMBER:

LOCATION: 39700 Hooker Hwy., Belle Glade

BUILDING NUMBER: 1981

DESCRIPTION OF WORK/SERVICE LOCATION: WTP #11

PROJECT/W.O. NUMBER: 2022-025174.99

CONSULTANT/CONTRACTOR: Farmer & Irwin (hvac)

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

W/O 22-018

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to replace (2) new 20 ton split systems.

CONSTRUCTION	\$210,831.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ NA
TOTAL	\$210,831.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 4001 DEPT: 700 UNIT: 2410 OBJ: 4615

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

- ☐ Ad Valorem (Amount \$)
- ☐ Infrastructure Sales Tax (Amount \$)
- ☐ State (source/type: Amount \$)
- ☐ Federal (source/type: Amount \$)
- ☐ Grant (source/type: Amount \$)
- ☐ Impact Fees: (Amount \$)
- ☒ Other (source/type: USER Amount \$ 210,831.00) 11/6/25

Department: water utilities

BAS APPROVED BY: [Signature]

DATE 7/5/2022

ENCUMBRANCE NUMBER: KDO 072122-1877

ATTACHMENT # 2



July 26, 2022

**Facilities Development &
Operations Department
Capital Improvements Division**

2633 Vista Parkway
West Palm Beach, FL 33411-5604
(561) 233-0261
www.pbcgov.com/fdo



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

Farmer & Irwin Corp.
3300 Ave K
Riviera Beach, FL 33404

Subject: Project No. 2022-025174.99 (W O #22-018)
WTP #11 – HVAC replacement (emer)

Mr. Coats:

An executed Work Order for the subject work in the amount of \$210,831 is attached for your use. This letter is your Notice to Proceed.

Bill Munker (233-0265) will serve as the County's project manager for this project and you are required to contact him within seventy-two hours in order to schedule a pre-construction meeting and review this work order.

Please provide a project construction schedule in addition to permit applications, plans, submittals, and/or other pertinent documents.

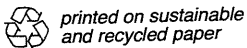
If you have any questions call me at (561) 233-0219.

Sincerely,

Charlene La Mattina, Manager
Capital Improvements Division

c: Fernando Del Dago, Director, Capital Improvements
Karyn Sykes, Fiscal - FD&O
B Munker, CID
Contract Development & Control
Finance
File

"An Equal Opportunity
Affirmative Action Employer"



WORK ORDER

Work Order #: 22-018

This Work Order incorporates all the terms and conditions of the
Annual Contract: HVAC
R2020-0020

Firm Name: Farmer & Irwin Corp.
3300 Ave K
Riviera Beach, FL 33404
Attention: Mr. Coats

Project Location: 39700 Hooker Hwy., Belle Glade
Project #: 2022-025174.99
Title: WTP #11 – HVAC replacement (emer)
Scope of Work: Like for like replacement of two (2) 20-ton split HVAC systems for the Electrical Room.
Project Completion Date: Emergency
Amount of W.O.: \$210,831.00
Requisition Date: 7/6/22
Account Number: 4001-720-2410-4615 (FDO-20hvac)
Vendor Code: VC0000005210
District: 6
Check if applicable: ☒ Emergency (Attach email authorization from FDO Director)

Firm Representative: PETER C. FEDOR
PRESIDENT

Print Name / Title of Authorized Representative

Signature of Authorized Representative Date

Recommended for Approval PBC Representative:

William Munker, PM

Print Name / Title

Signature of PBC Representative

Date

Approval:

Director, Facilities Development & Operations

Date

This emergency work order is exempt from the Equal Business Opportunity Ordinance.

COPIES TO:

- ☐ Contract Development & Control
- ☐ Finance
- ☐ Fixed Assets
- ☐ FD&O Fiscal

July 6, 2022

Palm Beach County Board of County Commissioners Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604
(561) 233-0261

RE: Project Name: WTP #11 – HVAC Replacement (emer)
Project Number: 2022-025174.99
Bond Number: 2314142

Farmer & Irwin Corporation
Authorization to Date Bond

To Whom It May Concern:

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.

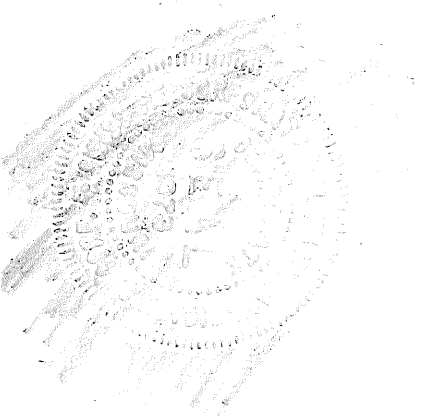
If there are further questions, please feel free to contact our office.

Sincerely,



William J. Palmer
Attorney-in-Fact
Florida Resident Agent

WJP/aw



1411 Edgewater Drive, Suite 104 • P.O. Box 540689 • Orlando, FL 32854-0689
Phone (407) 841-2686 • Fax (407) 841-2688

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTON, MARION F. HATCHER, III and SANDRA MOORE

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:

TWO HUNDRED MILLION (\$200,000,000.00) 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 both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any 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 Corporation 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 Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

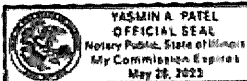
this 29TH day of APRIL, 2022

State of Illinois
County of Cook

ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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.



Yasmin A. Patel
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of July, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2314142

BOND AMOUNT \$210,831.00 Two Hundred Ten Thousand Eight Hundred Thirty One and 00/100 Dollars

CONTRACT AMOUNT \$210,831.00 Two Hundred Ten Thousand Eight Hundred Thirty One and 00/100 Dollars

CONTRACTOR’S NAME: Farmer & Irwin Corporation

CONTRACTOR’S ADDRESS: 3300 Avenue K, Riviera Beach, FL 33404

CONTRACTOR’S PHONE: (561) 842-5316

SURETY COMPANY: Swiss Re Corporate Solutions America Insurance Corporation

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: WTP #11 – HVAC replacement (emer)

PROJECT NUMBER: 2022-025174.99

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

DESCRIPTION OF WORK: Replacement of two (2) 20-ton split systems.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

39700 Hooker Hwy., 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 \$210,831.00
Two hundred ten thousand eight hundred thirty-one and 00/100

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: WTP #11 – HVAC replacement (emer)
Project No.: 2022-025174.99
Project Description: Replacement of two (2) 20-ton split systems
Project Location: 39700 Hooker Hwy., 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 replacement of two (2) 20-ton split systems, 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.

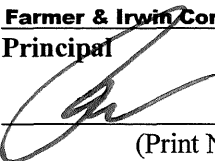
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

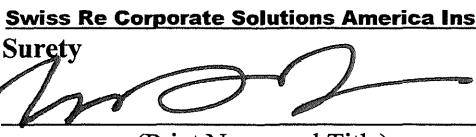
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in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


Witness **Anita Waters, Account Manager**

Farmer & Irwin Corporation
Principal  **PETER C. FEDOR** (Seal)
PRESIDENT
(Print Name and Title)

Swiss Re Corporate Solutions America Insurance Corporation
Surety  (Seal)
(Print Name and Title)
William J. Palmer, Attorney-In-Fact, Florida Resident Agent

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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WILLIAM J. PALMER, BRYAN T. ROBERTON, MARION F. HATCHER, III and SANDRA MOORE

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:

TWO HUNDRED MILLION (\$200,000,000.00) 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 both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any 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 Corporation 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 Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



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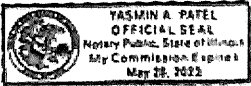
this 29TH day of APRIL, 2022

State of Illinois
County of Cook

§§

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On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

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

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: **Farmer & Irwin Corporation**
Name: **3300 Avenue K, Riviera Beach, FL 33404 (561) 842-5319** and Surety
Name: **Swiss Re Corporate Solutions America Insurance Corporation**
1200 Main Street, Suite 800, Kansas City, MO 64105 (816) 235-3700

We the undersigned hereby guarantee that the (WTP #11- HVAC replacement (emer); #2022-025174.99) 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

Farmer & Irwin Corporation
(Contractor Name) (Seal)

By: _____
(Contractor Signature)
PETER C. FEDOR
PRESIDENT
(Print Name and Title)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety Name) (Seal)

By: _____
(Surety Signature)

William J. Palmer, Attorney-In-Fact, FL Resident Agent
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM J. PALMER, BRYAN T. ROBERTON, MARION F. HATCHER, III and SANDRA MOORE

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:

TWO HUNDRED MILLION (\$200,000,000.00) 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 both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any 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 Corporation 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 Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



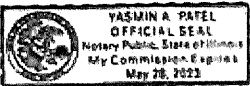
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, 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.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of, 20.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

✦ Plumbing ✦ Air Conditioning ✦ Fire Sprinkler ✦ Alarms & Security

Proposal / Agreement

Customer: Palm Beach County Facilities	Project: 20 Ton split system replacements
Contact: William Munker	Location: WTP # 11 – Belle Glade – Electrical Room
Address: 2633 Vista Parkway West Palm Beach, FL 33411-5604	
Phone: 561-233-0219	Date Submitted: 6/13/22 – REV 2
Fax:	E-Mail: wmunker@pbcgov.org

We are pleased to provide and / or perform the following:

20 Ton Split system replacements

Job Price \$ 208,125.00 + Construction Bond - \$ 2,706.00

Total job Price = \$ 210,831.00

Payment due upon job completion

Included:

1. WTP # 11 Electrical Room– Recovery of refrigerant gas charge from (2) existing A/C systems, equipment disposal.
2. Installation of (2) new Trane 20 TON Trane Split A/C systems. Models TTA24044D / UCCAD17C
3. Includes Trane factory protective coil coatings for condenser and evaporator coils.
4. Installation of (2) – Trane 20 Ton condensing units (dual circuit) Model # TTA24044D
5. Connect new condensing units to *existing* concrete slab, S/S tie down cables.
6. Replacement of (2) disconnect switches for condensing units with new NEMA 4X 60 AMP heavy duty 600 Volt FUSED disconnects. Replacement of exterior seal-tite at condensing units, pull new line voltage wiring between load side of disconnect switches and condensing units
7. Replacement of all copper line set piping ran between condensers and air handler units with new copper piping and fittings.
8. Installation of new aluminum jacketed insulation on the exterior line set piping, interior line set piping to be insulated in rubatex only.
9. Installation of (2) – Trane 20 Ton air handler units (dual circuit) Model # UCCAD17C.
10. Supply air duct transition between new air handlers to existing supply air duct work.
11. Connect new air handler units to existing electrical service, condensate drains, smoke detectors.
12. Installation of (4) – single core liquid shell driers with isolation ball valves and (4) sight glasses.
13. Installation of (4) new liquid line solenoid valves and coils
14. All necessary piping, fittings, brazing materials to install new components.
15. Leak check all new piping connections, evacuate, start up system and charge equipment with R-410A refrigerant.
16. Crane services, Permit fee.
17. Controls work to be performed by Trane.
18. Farmer & Irwin one year labor warranty - Trane 5 year parts and labor warranty – whole unit.
19. Job to be performed during regular business hours – Monday – Friday 8:00 AM – 4:30 PM

Excluded:

1. Performing job after regular business hours, Saturdays, Sundays, Holidays.
2. Providing hail guards for condensing units
3. Modifications to ceiling grid, relocation or moving of components above ceiling grid including conduit and piping.
4. Upgrades and or replacement of conduit, breakers
5. Installation or replacement of smoke detector(s), remote reset key station, strobes, audible alarms.
6. Fire alarm contractor fees
7. Spot coolers, temporary cooling
8. Warranty to components not replaced by Farmer & Irwin.

William Munker

From: Isami Ayala-Collazo
Sent: Tuesday, June 7, 2022 6:52 PM
To: William Munker; Fernando DelDago
Cc: Charlene LaMattina; Michael Tubiolo J.; Brenda Znachko
Subject: RE: WTP #11 HVAC Replacement- Estimate

Thank you for the additional information.

Authorized to proceed with the emergency procurement. ✱

Cordially,

Isami

From: William Munker <WMunker@pbcgov.org>
Sent: Tuesday, June 7, 2022 4:56 PM
To: Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>; Fernando DelDago <FDeIDago@pbcgov.org>
Cc: Charlene LaMattina <CLaMattina@pbcgov.org>; Michael Tubiolo J. <MTubiolo@pbcgov.org>; Brenda Znachko <BZnachko@pbcgov.org>
Subject: Re: WTP #11 HVAC Replacement- Estimate

Farmer Irwin was quoted 10 to 11 weeks with the factory coating.

Plan b would be temporary cooling ,spot coolers that WUD uses along with an HVAC they have mounted on a trailer that they have been using until a package unit on a flat bed can be rented for a more longer term .

Bill

From: Isami Ayala-Collazo
Sent: Tuesday, June 7, 2022 3:38:03 PM
To: William Munker; Fernando DelDago
Cc: Charlene LaMattina; Michael Tubiolo J.; Brenda Znachko
Subject: RE: WTP #11 HVAC Replacement- Estimate

Bill,

This is a key component to the emergency request. If, for example, the equipment will still be 6 months out regardless of the emergency procurement, then there is no reason why we shouldn't go through the competitive process. Furthermore, we should be working on a Plan B to ensure continuity of operations. An emergency authorization is premised on our ability to immediately and expeditiously address a situation that would otherwise be detrimental to the interests, health, safety or welfare of the County. See definition below from Purchasing Code.

Emergency Purchase means a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety, or welfare of the County.

I look forward your response as it could potentially impact the emergency authorization.

Cordially,

Isami

From: William Munker <WMunker@pbcgov.org>

Sent: Tuesday, June 7, 2022 2:53 PM

To: Fernando DelDago <FDelDago@pbcgov.org>; Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>

Cc: Charlene LaMattina <CLaMattina@pbcgov.org>; Michael Tubiolo J. <MTubiolo@pbcgov.org>; Brenda Znachko <BZnachko@pbcgov.org>

Subject: Re: WTP #11 HVAC Replacement- Estimate

I will request from the Contractor if he can determine or get an estimate of a tentative delivery date if the equipment was ordered today and see if he can provide that.

Thank You

WM

From: Fernando DelDago

Sent: Tuesday, June 7, 2022 12:37:28 PM

To: Isami Ayala-Collazo

Cc: William Munker; Charlene LaMattina; Michael Tubiolo J.; Brenda Znachko

Subject: RE: WTP #11 HVAC Replacement- Estimate

Isami, via this e-mail I will ask Bill Munker to reach back out to the Contractor in order to validate availability and delivery dates.

Fernando

From: Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>

Sent: Tuesday, June 7, 2022 12:34 PM

To: Fernando DelDago <FDelDago@pbcgov.org>

Cc: William Munker <WMunker@pbcgov.org>; Charlene LaMattina <CLaMattina@pbcgov.org>; Michael Tubiolo J. <MTubiolo@pbcgov.org>; Brenda Znachko <BZnachko@pbcgov.org>

Subject: RE: WTP #11 HVAC Replacement- Estimate

Fernando,

Authorized to proceed.

Is the equipment available? Will the contractor be able to replace the equipment on a timely manner or will we be faced with an extended delivery period?

As it relates to the emergency authorization, please note that this exceeds my approval authority and falls under Sec. 2-54(f) of the Purchasing Code. See below. Your team will need to prepare an agenda item seeking ratification. Have Gigi contract Brenda for further guidance if needed.

- (4) *Emergency purchases.* The Director of Purchasing, upon receipt of written verification of the emergency circumstance by the Director of the County Department or Designee, may authorize emergency purchases. Emergency purchases must meet the definition provided for in section 2-52 above. Emergency purchases in which the County is to expend or to reimburse an amount of two hundred thousand dollars (\$200,000.00) or more per annum shall be approved by the Board. However, in emergency circumstances where approval by the Board cannot be obtained in a timely manner, the Director of Purchasing may authorize a purchase(es) of two hundred thousand dollars (\$200,000.00) or more provided that said purchase(es) and expenditure(s) of funds shall be presented to the Board for ratification as soon as possible following signature or approval by the Director of Purchasing.

Cordially,

Isamí

From: Fernando DelDago <FDelDago@pbcgov.org>

Sent: Monday, June 6, 2022 2:48 PM

To: Isami Ayala-Collazo <IAyalaCollazo@pbcgov.org>

Cc: William Munker <WMunker@pbcgov.org>; Charlene LaMattina <CLaMattina@pbcgov.org>; Michael Tubiolo J. <MTubiolo@pbcgov.org>

Subject: FW: WTP #11 HVAC Replacement- Estimate

Isami,

When I was out of the office Michael Tubiolo came to you in order to review an emergency request to replace (2) 20 Ton Split A/C Systems along with associated condensing units at Water Treatment Plan #11. Bill Munker has reviewed the existing conditions on site and has found that the units are original to when the facility was built, have had multiple failures in the last few months and have reached end of life. He also noted that Facilities is straining to keep these units in operation. The A/C units service the Electrical Room of the plant which requires cooling. As this plant services three (3) Local Cities in the Glades Area and there is no back up for this plant from another, the work has been deemed an emergency.

The cost for the repair work totals \$204,800 which is in line with what WUD has budgeted for the work. Based on above, please confirm if we may proceed with emergency repairs pursuant to the terms of the annual Mechanical Construction contract.

Thank you
Fernando

From: William Munker <WMunker@pbcgov.org>

Sent: Monday, June 6, 2022 9:53 AM

To: Charlene LaMattina <CLaMattina@pbcgov.org>

Cc: Michael Tubiolo J. <MTubiolo@pbcgov.org>; Steve Galera <SGalera@pbcwater.com>

Subject: Fw: WTP #11 HVAC Replacement- Estimate

Attached is the HVAC replacement proposal for WUD WTP#11 that I would like to complete as an Emergency. The units there are original and have had multiple failures in the last few months and Facilities is straining to keep them in service. The units service the Electrical room of the plant , this plant services 3 Local Cities in the Glades Area and there is no back up for this plant from another.

Please request and advise if we can move forward.

Thank You

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: WTP#11 Belle Glade - HVAC Replacement

SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: Farmer + Irwin

ADDRESS: 3300 Ave K, Riviera Beach, FL 33404

CONTACT PERSON: Jeff Coats

PHONE NO.: 561-842-5316 E-MAIL: jcoats@fandicorp.com

SOLICITATION OPENING/SUBMITTAL DATE: TBD

DEPARTMENT: A/c Service Dept.

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>Farmer + Irwin Corp.</u> <u>3300 Ave K</u> <u>Riviera Beach, FL 33404</u> <u>561-842-5316</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____		<u>\$199,775.⁰⁰</u>
2. <u>Godfrey Electric, Inc.</u> <u>1222 Omar Rd.</u> <u>West Palm Beach, FL 33405</u> <u>561-833-3753</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>\$6498.⁰⁰</u>		
3. <u>Pro Insulation, Inc.</u> <u>12838 Temple Blvd.</u> <u>West Palm Beach, FL 33412</u> <u>561-791-9449</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>\$4558.⁰⁰</u>		
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	_____	_____	<u>\$11,056.⁰⁰</u>	<u>\$199,775.⁰⁰</u>	
Total Bid Price \$ <u>210,831.⁰⁰</u>				Total SBE - M/WBE Participation <u>\$11,056.⁰⁰</u>					

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

HVAC Service Acct. Mgr.
Title

- Note:
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: WTP #11 Belle Glade - HVAC Replacement

Prime Contractor: Farmer + Irwin Subcontractor: Godfrey Electric Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/15/25

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	Electrical Service Work	\$ 6498. ⁰⁰	1	Ø	\$ 6498. 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: _____

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

_____	Price or Percentage: _____
Name of 2 nd /3 rd tier Subcontractor/subconsultant	

Farmer + Irwin
Print Name of Prime
By: [Signature]
Authorized Signature
David L. Elbert
Print Name
HVAC Service Division Manager
Title
Date: 6/8/22

Godfrey Electric
Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature
Albert A. Godfrey
Print Name
President
Title
Date: 6/8/22

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: _____

SOLICITATION/PROJECT NAME: WTP #11 Belle Glade - HVAC Replacement

Prime Contractor: Farmer + Irwin Subcontractor: Pro Insulation, Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/13/22

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

Column 1

Column 2

Column 3

☐ Male ☐ Female

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

☐ Supplier

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
<u>1</u>	<u>Insulation services</u>	<u>\$4558.⁰⁰</u>	<u>1</u>	<u>0</u>	<u>\$4558.⁰⁰</u>

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: _____

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:

Farmer + Irwin
Print Name of Prime

By: [Signature]
Authorized Signature

David L. Elbert
Print Name

HVAC Service Division Manager
Title

Date: 6/8/22

Pro Insulation, Inc.
Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Theresa D Locklear
Print Name

President
Title

Date: 6/8/22

Revised 09/17/2019

ATTACHMENT # 4

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

[illegible]