

Date \_\_\_\_\_

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

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$323,477				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$323,477	-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

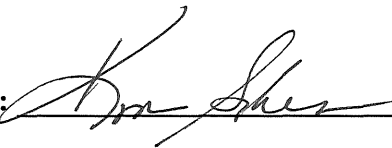
Budget Account No: Fund 4001 Dept 720 Unit 2410 Object 4615

**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.

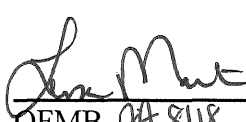
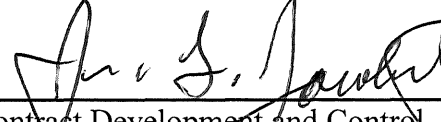
Construction \$294,070.00  
Contingency \$ 29,407.00  
\$323,477.00

**C. Departmental Fiscal Review:**

  
\_\_\_\_\_

**III. REVIEW COMMENTS**

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

 8/18/22  
OFMB 9/1/18 ESW 8-18-22  
 8/24/22  
Contract Development and Control  
8-23-22 TW

**B. Legal Sufficiency:**

 8/24/22  
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:** 2019-047181

**Project Name:** Water Utilities Department (WUD) Southern Region Water Reclamation Facility (SRWRF) Building A, J, and JJ – HVAC Replacements

**Location:** 12751 Hagen Ranch Road, Boynton Beach FL



# ATTACHMENT # 2

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/16/22 REQUESTED BY: William Munker PHONE: 233-0265

PROJECT TITLE: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$294,070.00

DATE:

eFDO #: 2019-047181, 2019-047244, 2019-047245

CSA or CHANGE ORDER NUMBER:

LOCATION: 12751 Hagan Ranch Road, Boynton Beach, FL

BUILDING NUMBER: 917, 2187, 663

DESCRIPTION OF WORK/SERVICE LOCATION: HVAC Unit/Controls – Buildings A, J, and JJ

PROJECT/W.O. NUMBER: 2019-047181

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

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove and replace the existing HVAC units and standalone HVAC controls in buildings A, J & JJ.

CONSTRUCTION	\$294,070.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 29,407.00
TOTAL	\$323,477.00

*\* 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: 720 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: Water Utilities Amount \$ 323,477.00)

Department: Water Utilities

BAS APPROVED BY: [Signature]

DATE 7/16/2022

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

Project Name: WUD SRWRF Bldgs A, J, & JJ – HVAC replacements  
Project No. 2019-047181

**WORK ORDER 22-020 TO  
ANNUAL CONTRACT R2020-0231  
FOR HVAC**

**PROJECT NAME: WATER UTILITIES DEPARTMENT (WUD) SOUTHERN  
REGION WATER RECLAMATION FACILITY (SRWRF) BUILDING A, J, & JJ –  
HVAC REPLACEMENTS  
PROJECT NO. 2019-047181**

**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 D.A.C. Air Conditioning Corp., a corporation, authorized to do business in the State of Florida, whose Federal ID# is 65-1082972 hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 3/10/20 (R2020-0231) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, 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 **\$294,070.00** for the construction costs of removing and replacing existing HVAC units and standalone HVAC controls in buildings A, J, & JJ as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days 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 2.98% 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

Project Name: WUD SRWRF Bldgs A, J, & JJ – HVAC replacements  
Project No. 2019-047181

- EBO Schedules 1 and 2
- APIs
- Bid Bond/Security
- Addendum 1
- Project Requirements
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)

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

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

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

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

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

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

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

**83.1** Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**83.2** Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien,

*as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

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

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

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

**8.** Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: WUD SRWRF Bldgs A, J, & JJ – HVAC replacements

Project No. 2019-047181

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

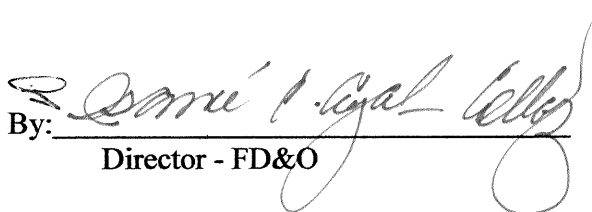
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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


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



Project Name: WUD SRWRF Bldgs A, J, & JJ – HVAC replacements  
Project No. 2019-047181


WITNESS: FOR CONTRACTOR  
SIGNATURE

  
\_\_\_\_\_  
Signature

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

CONTRACTOR:

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Title

(Corporate Seal)

**BID FORM**

**PROJECT NUMBER: 2019-047181**

**PROJECT NAME: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements**

**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** \$ 294,070.00

Written amount Two Hundred Ninety Four Thousand Seventy Dollars and no Cents

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

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

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

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

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

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

Addendum # 1 dated 04/18/22 Addendum# \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum# \_\_\_\_\_ dated \_\_\_\_\_

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

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

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

06/02/2022  
Date

  
Signature

Mario L. Diaz / President  
Print Name and Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION  
WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
NAME OF PRIME RESPONDENT/BIDDER: DAC AIR CONDITIONING CORP.  
CONTACT PERSON: MARIO L. DIAZ  
SOLICITATION OPENING/SUBMITTAL DATE: 06/02/2022

SOLICITATION/PROJECT/BID No.: 2019-047181  
ADDRESS: 14640 SW 236 STREET PRINCETON, FL 33032  
PHONE NO.: (305) 318-3471 E-MAIL: MARIO@DACAIR.NET  
DEPARTMENT: \_\_\_\_\_

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

		(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
		Non-SBE	M/WBE	SBE					
			Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Prime:									
1.	D.A.C. AIR CONDITIONING CORP.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ <u>280,770.00</u>	_____	_____	_____
Subcontractor(s) if any:									
2.	F&L FIRE AND ELECTRICAL SYSTEM INC.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ <u>10,000.00</u>	_____	_____	_____
3.	RICHARD FLANDERS ENTERPRISES INC.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$ <u>3,300.00</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>290,770.00</u>		\$ <u>3,300.00</u>	
Total Bid Price \$ <u>294,070.00</u>					Total SBE - M/WBE Participation <u>\$0</u>				

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_  
President \_\_\_\_\_

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: 2019-047181  
SOLICITATION/PROJECT NAME: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements

Prime Contractor: D.A.C. Air Conditioning Corp. 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  
Male Female African-American/Black Asian American Caucasian American Supplier  
Hispanic American Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	AC Units Replacement				\$ 280,770.00

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.

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

D.A.C. AIR CONDITIONING CORP.  
Print Name of Prime  
By: Authorized Signature  
Mario L. Diaz  
Print Name  
President  
Title  
Date: 06/01/2022

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: 2019-047181  
SOLICITATION/PROJECT NAME: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements

Prime Contractor: D.A.C. Air Conditioning Corp. Subcontractor: F&L Fire and Electrical System Inc.

(Check box(s) that apply)

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

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 type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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

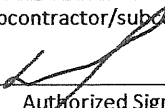
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical (Subcontractor)	\$10,000	1	----	\$10,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$10,000.00

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

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

D.A.C. AIR CONDITIONING CORP.  
Print Name of Prime  
By:   
Authorized Signature  
Mario L. Diaz  
Print Name  
President  
Title  
Date: 06/01/2022

F&L FIRE AND ELECTRICAL SYSTEM INC.  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
Leonid del Castillo  
Print Name  
President  
Title  
Date: 06/01/2022

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: 2019-047181  
SOLICITATION/PROJECT NAME: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements

Prime Contractor: D.A.C. Air Conditioning Corp. Subcontractor: Richard Flanders Enterprises, Inc.

(Check box(s) that apply)

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

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

Column 1 Column 2 Column 3  
Male Female African-American/Black Asian American Caucasian American Supplier  
Hispanic American 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	Test and Balance (Subcontractor)	\$3,300	1	----	\$3,300.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$3,300.00

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

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

D.A.C. AIR CONDITIONING CORP.  
Print Name of Prime  
By: Authorized Signature  
Mario L. Diaz  
Print Name  
President  
Title  
Date: 06/01/2022

RICHARD FLANDERS ENTERPRISES, INC.  
Print Name of Subcontractor/subconsultant  
By: Harlan Rosenberg  
Authorized Signature  
Harlan Rosenberg  
Print Name  
President  
Title  
Date: 5/31/2022

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

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

The API(s) approved for this project are selected below by ☒. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

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

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

**X** **SBE Price Preference For Single Trade Construction**

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



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

PROJECT NUMBER: 2019-047181

PROJECT NAME: WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements

DATE: 06/02/2022

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, D.A.C Air Conditioning Corp  
FCCI Insurance Company (hereinafter called "Principal"), and   
(hereinafter called "Surety") are held and firmly  
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of  
County Commissioners, (hereinafter called "County") in the sum of 5% of amount of bid  
 Dollars, (\$ 5% of amount of bid ), (**which sum**  
**is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which  
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County  
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,  
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment  
compensation taxes incurred in the performance of the Contract, means of transportation for and complete  
Construction of: **WUD SRWRF - BLDG. A, J, & JJ HVAC Replacements , Project Number 2019-**  
**047181**, 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.***





GENERAL POWER OF ATTORNEY

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

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

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

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

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

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

Attest: Christina D. Welch, President  
FCCI Insurance Company

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

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2023

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2023

Peggy Snow  
Notary Public

CERTIFICATE

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

Dated this 2nd day of June, 2022

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

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

---

PROJECT NAME: WUD SRWRF Bldg. A, J, & JJ HVAC Replacements

PROJECT NUMBER: 2019-047181

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 04/18/2022

**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. INVITATION FOR QUOTE/BID, delete in its entirety and replace with the following:**

**1. SCOPE OF WORK:** This Quote/Bid is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace the existing HVAC units and standalone HVAC controls in buildings A, J, & JJ per the project requirements provided by Capital Improvements Division in this Invitation for Quote/Bid at Attachment "C" and all exhibits and addenda thereto. **Work is to be done under the terms and conditions of Palm Beach County's Annual Contract – HVAC, and pursuant to the conditions of the Work Order, both of which are incorporated into the Contract Documents by reference.**

**2. IFQ/B ATTACHMENT C**


**SCOPE OF WORK**, delete in its entirety and replace with the following:

The intent of this project is to remove and replace the existing HVAC units and standalone HVAC controls in buildings A, J, & JJ as per the engineered drawings and specifications provided in Exhibits "1" and "2".

**3. CHANGE TO BID/QUOTATION FORM:**

Change bid due date from "**June 2, 2021 by 2:00 PM**" to read "**June 2, 2022 by 2:00 PM**"

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:  \_\_\_\_\_  
END OF ADDENDUM

**ATTACHMENT C**  
**PROJECT REQUIREMENTS**  
**Annual Contract - HVAC**

Contact: William Munker, Capital Improvements Division  
Phone: (561) 233-0265  
Project Title: WUD SRWRF Bldg. A, J, & JJ HVAC Replacements  
Project #: 2019-047181  
Project Location: 12751 Hagen Ranch Road, Boynton Beach, FL.

**1. GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract - HVAC for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 5:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) calendar days from permit issuance. Permit application for the project is to be submitted by Contractor within five (5) days of product submittal approval and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

**2. SCOPE OF WORK**

The intent of this project is to remove and replace the existing HVAC units and standalone HVAC controls in buildings A, J, & JJ as per the engineered drawings and specifications provided in Exhibits "1" and "2".

**3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Trane; substitutions require owners' prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

**4. SUBMITTALS**

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

**5. EXISTING EQUIPMENT**

- a. Contractor shall be responsible for disposal of all old equipment.
- b. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- c. The FMD South representative shall use the contractor provided information to complete the PBC asset disposal forms.

**6. MATERIALS**

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

**7. TEMPORARY PROTECTION**

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

**8. PROJECT CONDITIONS**

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

**9. PREPARATION**

It shall be the responsibility of the Contractor to prep the site at the construction locations.

**10. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

**11. INSTALLATION**

All materials shall be installed in strict accordance with FBC, NEC and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

**12. WARRANTY**

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Compressors shall have a five (5) year warranty.

**13. CLEAN UP**

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.



Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

**14. SECURITY**

**All bidders must have badged employees as identified below prior to commencement of work.**

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



MIAMI - D A D E

8825 NW 21<sup>st</sup> Terrace Doral FL 33172 \* 1780 N. Krome Ave., Homestead, FL 33030

305-714-4400 \* 305-714-4401(FAX)

July 25, 2022

DAC Air Conditioning Corp.  
Mrs. Diaz  
14650 SW 236 Street  
Princeton, FL 33032

Re: Bonds Palm Beach County wuD SRWRF Bldg A, J & JJ HVAC replacement  
Bond #: 3303056  
Surety: FCCI Insurance Group

Dear Mrs. Diaz:

Enclosed please find the Performance & Payment bond for the above captioned project, per your request. Also enclosed is a "Duplicate Original" for recording with the appropriate clerk of the court. Please forward a copy of the complete contract at your earliest convenience. We have also enclosed at this time an invoice representing the premium due. We would greatly appreciate receiving your payment within fifteen days.

Since the contract is not yet dated, we did not date the bonds or powers of attorney. We hereby authorize you or the Obligee to insert the dates on both the bonds and the powers of attorney once the contract is dated. You can date the bonds and powers the same date as the contract if you'd like.

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

Sincerely,

Mayra Rodriguez  
Account Manager  
Surety Division

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name: FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240  
800-226-3224

Bond Number: 3303056

Contractor Name: DAC Air Conditioning Corp.  
14650 SW 236 Street  
Princeton, FL 33032  
(786)293-9009

Owner Name: Palm Beach County

Project Number: 2019-047181

Project Description: Replacement of five water source Heat pumps

Project Address: 12751 Hagen Ranch Road, Boynton Beach, FL

Legal Description of Property: n/a

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

## PUBLIC CONSTRUCTION BOND

BOND NUMBER 3303056

BOND AMOUNT	\$294,070.00
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CONTRACT AMOUNT	\$294,070
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CONTRACTOR'S NAME: DAC Air Conditioning Corp.

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

CONTRACTOR'S PHONE: 786-293-9009

SURETY COMPANY: FCCI Insurance Company

SURETY'S ADDRESS: 6300 University Parkway

Sarasota, FL 34240

SURETY'S PHONE: 800-226-3224

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

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: WUD SRWRF Bldgs. A, J, & JJ – HVAC replacements

PROJECT NUMBER: 2019-047181

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

DESCRIPTION OF WORK: Remove and replace existing HVAC units and standalone HVAC controls.

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

12751 Hagen Ranch Rd., Boynton Beach

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the  
amount of

Dollars \$294,070.00  
Two hundred ninety-four thousand seventy and 00/100

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

WHEREAS,

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

Project Name: WUD SRWRF Bldgs. A, J, & JJ – HVAC replacements  
Project No.: 2019-047181  
Project Description: Remove and replace existing HVAC units and standalone HVAC controls  
Project Location: 12751 Hagen Ranch Rd., Boynton Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD Consulting Engineers, Inc.  
LOCATION OF FIRM: 1450 Centrepark Blvd., West Palm Beach, FL 33401  
PHONE: 561-689-2303

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 and replacing existing HVAC units and standalone HVAC controls in buildings A, J, & JJ, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the


Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

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


Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated \_\_\_\_\_, 20\_\_.

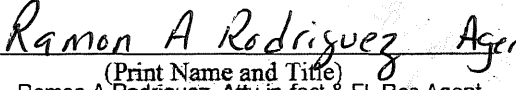
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

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

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

FCCI Insurance Company  
**Surety** (Seal)

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

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

**FIRST PAGE MUST BE COMPLETED**

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

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



## GENERAL POWER OF ATTORNEY

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

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

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

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

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

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

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



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

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow  
Notary Public

## CERTIFICATE

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: DAC Air Conditioning Corp and Surety  
Name: FCCI Insurance Company


**We the undersigned** hereby guarantee that the (WUD SRWRF Bldgs. A, J, & JJ – HVAC replacements; #2019-047181) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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


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

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

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

By:   
(Contractor Signature)  
Mario L Diaz, President  
\_\_\_\_\_  
(Print Name and Title)

FCCI Insurance Company  
(Surety Name) (Seal)

By:   
(Surety Signature)  
Ramon A Rodriguez  
\_\_\_\_\_  
(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
DX00000565	D.A.C. Air Conditioning Corp.		Compliant					19601	HVAC Annual Contract
		Ar , X	Monroe Guaranty Insurance Company	ca10006144101	9/22/2021	9/22/2022	Auto Liability		
		A , X	FCCI Insurance Company	umb10006144301	9/22/2021	9/22/2022	Excess Liability		
		Ar , X	Monroe Guaranty Insurance Company	gl10006144201	9/22/2021	9/22/2022	General Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC4072968	3/25/2022	3/25/2023	Workers Comp		

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

# Palm Beach County Facilities Development & Operations/Capital Improvements Division BID SUMMARY

PRE-BID MANDATORY  
PM: William Munker

ANNUAL/TRADE: HVAC  
API: PRICE PREFERENCE

PRE-BID DATE: 5/10/2022  
BID OPENING DATE: 6/2/2022

PROJECT NAME	WUD SRWRF-BLDG. A, J, & JJ HVAC Replacements			Project #:	2019-047181		
FIRM NAME	D.A.C. Air Conditioning Corp.	Cedars Electro-Mechanical, Inc.	Florida Mechanical LLC				
PRIME LOCATION	NON-LOCAL	LOCAL	LOCAL				
PRIME SBE STATUS	Non-SBE	SBE	Non-SBE				
BID	\$294,070.00	\$397,588.00	\$399,644.00				
BID BOND	Yes	Yes	Yes				
ADDENDUM 1 ACKNOWLEDGED	✓	✓	✓				
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory				
SBE PARTICIPATION	0%	99.74%	5.84%				
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory				
NOTES:							

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% ( $\$294,070 + 10\% = \$323,477$ ) as per the re-ranking provision of the SBE

Ordinance. This amount is lower than the lowest SBE responsive bidder. Therefore, award is recommended to D.A.C. Air Conditioning Corp.

Bid Documents Opened By (Print Name): PHYLLIS LANCASTER

Bid Documents Recorded By (Print Name): DONNA LYNCH

Licenses are current and in compliance with Palm Beach County requirements for the recommended contractor and all sub-contractors listed

The recommended contractor's insurance(s) is current and in compliance with Palm Beach County requirements.

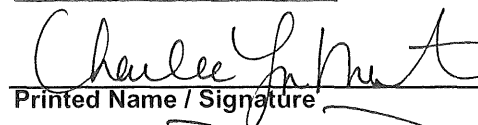
Recommended Firm is registered in VSS:

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


## RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

D.A.C. Air Conditioning Corp.

 Charlene LaMattina  
Printed Name / Signature

6.3.2022  
Date

 Fernando Del Dago  
Printed Name / Signature

6.12.2022  
Date

## Procurement Project Implementation Group

# ATTACHMENT # 5