Agenda Item #. 3H-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	January 10, 2023	[X] Consent [] Workshop	[] Regular [] Public Hearing
			[] I ublic fical mg

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 22-022 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with Florida Mechanical LLC (R2020-0021) in the amount of \$687,456 for the Palm Beach County Convention Center – Variable Air Volume (VAV) and Controls Replacement project for a period of 120 calendar days from equipment delivery date.

Summary: The work consists of furnishing the labor, equipment and materials needed to remove and replace one hundred thirty-three (133) existing VAV boxes and two (2) green room VAV boxes with associated duct work, wiring, controls and electrical connections. The existing equipment is 20 years old and has outlived its useful life. The new VAV system will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 120 calendar days from equipment delivery date to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was last presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when at least three (3) Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-SBE bid for projects \$100,000 or greater. Since this project was over \$100,000, the SBE price preference API was applied. Florida Mechanical LLC is not a certified SBE. There is no SBE subcontracting participation on this work order. Cumulative SBE participation on the annual HVAC contract is 32.52%. Funding for this project is from the TDC – Building Renewal and Replacement fund. (Capital Improvements Division) District 2 (MWJ)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 21, 2022 and Florida Mechanical LLC submitted the lowest responsive and responsible bid of the three (3) bids received. The new VAV system will be more efficient and provide years of dependable service.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 22-022
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

Recommended by: <u></u>	Sami I. agal Colles	11/35/22
·	Department Director	Date
Approved by:	County Administrator	12/20/22 Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$771,202</u>				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$771,202</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Budget: Does this item include use of federal funds?		Yes Yes	<u>K</u> No No	X	

Dept <u>411</u>	Unit <u>B647</u>	Object <u>4907</u>
\$687,456.00		
\$ 15,000.00		
<u>\$ 68,745.60</u>		
\$771,201.60		
	\$687,456.00 \$ 15,000.00 <u>\$ 68,745.60</u>	\$ 15,000.00 <u>\$ 68,745.60</u>

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

Funding for this project will be from the TDC – Building Renewal and Replacement fund.

Departmental Fiscal Review; C.

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Development Comments:

12/5/2022 12/2/2 V 151 1212 Contract Development and Contro 66/21/2/22

B. Legal Sufficiency;

116/22 2 Assistant County Attorney

•

C. Other Department Review:

Department Director

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

ATTACHMENT # 1

LOCATION MAP

Project No:2021-052335Project Name:Palm Beach County Convention Center – Variable Air Volume (VAV)
and Controls ReplacementLocation:650 Okeechobee Boulevard, West Palm Beach, Florida 33401



ATTACHMENT #2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/30/22

REQUESTED BY: Clark Woods

PHONE: 233-2054

PROJECT TITLE: <u>PBC CC - VAV & controls replacement</u> (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$687,456.00

eFDO #: 2021-052335

CSA or CHANGE ORDER NUMBER:

LOCATION: 650 Okeechobee Blvd., West Palm Beach

BUILDING NUMBER: 1420

DESCRIPTION OF WORK/SERVICE LOCATION: Convention Center

PROJECT/W.O. NUMBER: 2021-052335

CONSULTANT/CONTRACTOR: Florida Mechanical LLC

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 for replacement of 133 existing VAV boxes and two green room VAV boxes, duct work, wiring, controls and electrical.

CONSTRUCTION	\$687,456.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 15,000.00
EQUIP. / SUPPLIES	\$NA
CONTINGENCY	\$ 68,745.60
TOTAL	\$771,201.60

* 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: 3807 DEPT: UNIT: OBJ: 41 49 Ũ IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply) □ Infrastructure Sales Tax (Amount \$ □ Ad Valorem (Amount \$) □ Federal (source/type: _ □ State (source/type: <u>Amount \$</u> Amount \$) Grant (source/type: □ Impact Fees: (Amount § Amount \$) Ø Other (source/type: TDC Amount \$ Department: BAS APPROVED BY: DATE 10/2/2002 10/5/2002 ENCUMBRANCE NUMBER:

BCC RESOLUTION#: DATE:

(HVAC)

IST PLANNING NO .:

WORK ORDER 22-022 TO ANNUAL CONTRACT R2020-0021 FOR HVAC PROJECT NAME: PALM BEACH COUNTY CONVENTION CENTER – VARIABLE AIR VOLUME AND CONTROLS REPLACEMENT PROJECT NO. 2021-052335

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

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 1/7/20 (R2020-0021) ("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 **\$687,456.00** for the construction costs of replacing 133 existing VAV boxes and 2 green room VAV boxes duct work, wiring, controls and electrical 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 after equipment delivery date. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

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

5. EBO Participation to Date. To date Contractor has achieved 4.65% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.

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

1

Bid Form EBO Schedules 1 and 2

Form Rev 10/18/21 Work Order - Annual Contract - for BCC - Nonfederal

> **APIs** Addendum 1 **Bid Bond/Security 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:

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

Contractor shall obtain from each of its subcontractors an affidavit stating that the 83.2 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.

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

2

> 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.

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

Project Name: PBC CC – VAV & controls replacement Project No. 2021-052335 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:__

, Mayor

4

APPROVED AS TO LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND CONDITIONS

anal By Director - FD&O

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

WITNESS: FOR CONTRACTOR SIGNATURE

Signature

Corinne Berry

Name (type or print)

CONTRACTOR: Florida Mechanical LLC

Signature

Kenneth Bolin Name (type or print)

VP/GM

Title

(Corporate Seal)

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

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BID FORM

PROJECT NUMBER: <u>2021-052335</u>

PROJECT NAME: PBC CC - VAV & Controls Replacement

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION FOR QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

a) This Quote/Bid Form completed and executed.

- b) EBO Schedules 1 and 2 completed and executed.
- c) **Bid Security**. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT

\$687,456.00

1 3

Written amountSix hundred eighty seven thousand four hundred fifty six dollars

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

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

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

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

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

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

Addendum <u>#</u> 1	dated 7/5/22	Addendum <u>#</u>	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.

Signature

QUOTE/BID PROVIDED BY:

Florida Mechanical LLC

Contractor Firm Name

Date

7/21/22

Kenneth Bolin Print Name and Title

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

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

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

PROJECT NUMBER: 2021-052335

PROJECT NAME: PBC CC - VAV & Controls Replacement

DATE: JULY 7, 2022

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

(hereinafter called "Principal"), and <u>SWISS RE</u> <u>CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION</u> (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 <u>FIVE PERCENT OF AMOUNT BID</u> <u>Dollars,(\$ 5% -------</u>), (which sum

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

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **PBC CC - VAV & Controls Replacement, Project Number 2021-052335**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

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

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

PROJECT NUMBER: 2021-052335

PROJECT NAME: PBC CC - VAV & Controls Replacement

DATE: JULY 7, 2022

IN WITNESS WHEREOF, the said FLORIDA MECHANICAL LLC	
as "Principal" herein, has caused these presents to be signed in its name, by its	
, and attested by its	under
the corporate seal, and the said SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION as	"Surety"
herein, has caused these presents to be signed in its name, by its ATTORNEY-IN-FACT	•
, and attested by its corporate Seal, this <u>7TH</u> day of <u>JULY</u> , A.D., 20 ²²	

ATTEST: - Deny Berry nne Name

TITLE:<u>Sl</u>

FLORIDA MECHANICAL LLC
(Contractor Name)
By: Latter Bring
(Signature)
Print Name and Title: Kenneth Boan, VP/GN

(SEAL)

SWISS RE CORPORATE SOLUTION (Surety Name) (Signature)

DINIA CAVALIERE
Print Name

TITLE: OFFICE MANAGER

Print Name and Title:D.W. MATSON III, ATTORNEY-IN-FAC]

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

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

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")

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, each does hereby make, constitute, and appoint:

JOHN W.	CHARLTON	and D.W.	MATSON,	Ш

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:

FIFTY MILLION (\$50,000,000.00) 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 9th of May 2012:

"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."



الأورك SRCSAIC & S Vice President of SRCSPIC By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of _______, 20²²_____

State of Illinois County of Cook



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

On this <u>29TH</u> day of <u>APRIL</u>, 20 <u>22</u>, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC, 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.



1 pomed a. Betel

Yasmin A. Patel, Notary I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, 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, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7TH day of JULY, 2022.

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

ATTACHMENT "A"

(for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing, Roofing)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

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

X SBE Sheltered Market for Small Construction Contracts

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

X SBE Price Preference For Single Trade Construction

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

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

PBC	CC - VA	/ & Controls	Replacement

SOLICITATION/PROJECT/BID NAME:		
NAME OF PRIME RESPONDENT/BIDDER:	Florida Mechanical LLC	

CONTACT PERSON: Brien Roy

SOLICITATION/PROJECT/BID No.: 2021-05233	15	
ADDRESS: 3615 fiscal ct Riviera beach fl 33404		
PHONE NO.:	_E-MAIL:	broy@flamech.com
DEPARTMENT: Account manager	•	

SOLICITATION OPENING/SUBMITTAL DATE: 7/21/22

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

	(Check all Applicable Categ <u>Non-SBE M/WBE</u>	ories) <u>SBE</u>	DOLLAR AMO	UNT OR PERCENTAGE	OF WORK	,
Name, Address and Phone Number	Minority/Women Business	Small Business Black	Hispanic	Women	Caucasian	Other (Please Specify)
Prime 1. Florida Mechanical LLC 3615 Fiscal Ct riviera Beach fl 33404 561.222.0405					\$358,853.00	
2. Subcontractors) if an Vic. 15901 SW 29th Street Suite 801, Miramar FL 33027 800-482-2778					\$328,603.00	
3.		□				
4.						
5.				- <u></u>		
(Please use additional sheets if necessary)	· · · · · · · · · · · · · · · · · · ·	Total			\$687,456.00	
Total Bid Price \$ \$687,456.00		Total SBE - M/WBE Partic	ipation_0			
I hereby certify that the above information is accurate to	o the best of my knowledge	Kentheli	- -	v	íce Presiden	t
		Sign	nature		Tit	le

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.

SOLICIT SOLICIT	TATION/PR	ROJECT NU	IMBER: 2021-05233 IMBE: PBC CC - VAV 8	5 Controls Repla	cement	
Prime (Contractor	Floric	la Mechanical	Subcontra	ctor:	
(Check	box(s) tha	at apply)	M/WBE ANON-S/M/WBE	Date of Palm Beach	County Certification (if app	licable):
The un <u>Colum</u>	-	affirms th	ey are the following (select on <u>Column 2</u>	e from each column if a r	oplicable):	<u>Column 3</u>
🗆 Male	🗆 Femal	e	 African-American/B Hispanic American 	lack 🛛 Asian American 🗆 Native American	🗆 Caucasian 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
1	Remove and isstall VAV boxes	\$358,853.00	1	0	\$358,853.00
,				· · · · · · · · · · · · · · · · · · ·	
		· .			

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: \$358,853.00

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:

Florida Mechanical Print Name of Printe Authorized Signature Kenneth Bolin

Print Name

Vice President

Title

_{Date:}_7/21/22

Print Name of Subcontractor/subconsultant

Print Name

Revised 09/17/2019

Ву: _ Authorized Signature

Title

Date:

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a bind	ing document between the	<u>e Prime Contractor/c</u>	consultant and a Subcontrac	tor/subconsultant (for
any tier) and should be treated a	s such. The Schedule 2 sh	all contain bolded la	inguage indicating that by s	igning the Schedule 2,
both parties recognize this Sc	hedule as a binding do	cument. All Sub	contractors/subconsultants,	including any tiered
Subcontractors/subconsultants, m	nust properly execute this c	locument. Each pro	perly executed Schedule 2 m	nust be submitted with
the bid/proposal.			-	
SOLICITATION/PROJECT NUMBER:	2021-052335			
SOLICITATION/PROJECT NAME: P	BC CC - VAV & C	ontrols Repla	cement	
Prime Contractor: Florida	Mechan cul	Subcontra	ctor: Johnson Con	tols Inc
(Check box(s) that apply)				
□ SBE □ WBE □ MBE □ M/	WBE 🕅 Non-S/M/WBE	Date of Palm Beach	County Certification (if applied	cable):
The undersigned affirms they are t <u>Column 1</u>		om each column if ap	pplicable):	<u>Column 3</u>
🗆 Male 🛛 Female	 African-American/Black Hispanic American 	 Asian American Native American 	🗆 Caucasian American	

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Install VAV Boso controls	1328,603	ø Ø	Ø	\$ 328,603.00
				•	
·			· .		

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: $\frac{\# 328,603.00}{2}$

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

Mor. Ju mech Print Nan e of Prime Βv

Kenner & Bolin

Print Name

Vice President Title

Date:

Johnson Controls, Inc.
Print Name of Subcontractor/subconsultant
By: Ange Moan
Angel, Lorges
Print Name
HVAC Installation Manager
Title
Date: 7/21/2022

Revised 09/17/2019

Price or Percentage: _

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract – HVAC

Contact: Clark Woods, Capital Improvements Division Phone: (561) 233-2054 Project Title: PBC CC - VAV & Controls Replacement Project #: 2021-052335 Project Location: 650 Okeechobee Blvd, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the scope of work.
- b. Please reference the Annual Contract HVAC for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday. Special accommodations for additional hours will be determined with staff. All work will be conducted around the Convention Center's schedule. The general contractor and subcontractor shall be responsible for coordination of their work with the schedule of events held at the Convention Center, other crafts and contractors working on the same job, and with the Management Company or owner.
- 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 after equipment delivery date. Permit application, if required, is the responsibility of the contractor and is to be submitted within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

Contractor to replace VAV & controls, refer to exhibits "1" through "4".

- a. Provide and install turnkey as follows:
 - 1. Replacement of one hundred thirty three (133) existing VAV Boxes

(Envirotech) & Johnson Metasys Controls and two (2) new Green room Envirotech VAV boxes (400 CFM each) duck work , wiring , controls, and electrical.

- 2. Engineered shop drawings and as-builts are required to be submitted by contractor.
- 3. Double Wall Insulation
- 4. Material (controllers, co2 sensors, relays, thermostats, valves, actuators, etc
- 5. Installation (wiring methods used as allowed by local code)
- 6. Contractor shall properly remove, reinstall/replace ceiling to include any damages.
- 7. System proposed is BAC-net open protocol system
- 8. Commissioning and Startup
- 9. Integration to existing Johnson Controls Metasys System to be performed by Johnson Control, Inc. or Albireo Energy aka DCI Systems Group (Turnkey) or PBC approved equal.
- 10. Factory Mounted Metasys Controls in each new VAV
- 11. Control Transformer
- 12. Non-Fused Magnetic Disconnect Switch
- 13. 1 or 2 staged Electric Heat (where required)
- 14. Control Enclosure
- 15. Each VAV box to be air balanced and coordinated with controls contractor. Contractor to supply a certified report as required. Supply VAV boxes to be manufactured by Johnson Control, Inc. (JCI) /Envirotech, or PBC approved equal.
- 16. Replace all existing N2 network wiring with RS-485 bus for BACnet communication and upgrade/reprogram metasys system and all control devices to new BACnet communication.

b. Green Rooms

- 1. Provide two (2) new cooling only Envirotech VAV's with 6" round inlet duct connection, air measuring flow rings and internal damper. VAV's to supply 400 CFM maximum and 0 CFM minimum airflows to each Green Room. VAV's shall be internally lined for sound and insulation.
- 2. Provide medium pressure ductwork connection(s) with insulation from existing AHU-12 to the new VAV's including all necessary ductwork connections, hangers etc.
- 3. Provide low pressure insulated ductwork leaving the VAV's and connect a 6" insulated supply air flex duct to a 6" neck ceiling supply diffuser in each Green Room per SMACNA guidelines.
- 4. Provide all necessary electrical disconnects, wiring, EMT piping, transformers, etc. Coordinate existing breaker locations and pathways with the PBCCC Electrical Supervisor.
- 5. Provide a Johnson Control, Inc. factory mounted Metasys controller/actuator, flow sensor tubing, T-stat and hgh/low voltage wiring to each VAV and Green Room.
- 6. Provide all necessary communication wiring, setup and programming for VAV's to be incorporated into the existing Metasys BMS. Control's contractor shall be Johnson Control, Inc. or DCI Systems Group, no exceptions.
- 7. Provide test and balance calibration of airflows.
- 8. Paint anything that is exposed black, if installed in the ballrooms.

3. 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.

4. MATERIALS

- a. All material shall meet or exceed Florida Building Code at the time of the original door installation 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.

5. TEMPORARY PROTECTION

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

6. 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. Work can be performed during normal operating hours, but coordinated around event schedules and may not interfere with any scheduled events. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

7. PREPARATION

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

8. 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.

9. INSTALLATION

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

10.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.

11.CLEAN UP

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

12. 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[X] No Background Check

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

PROJECT NAME: PBC Convention Center - VAV Control

PROJECT NUMBER: 2021-052335

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 07/05/2022

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 (2) pages and one (1) attachment.

CHANGE TO IFQ/B ATTACHMENT C

1. 2. SCOPE OF WORK, delete "a.1." in its entirety and replace with the following:

Contractor to replace VAV & controls, refer to exhibits "1" through "5".

Replacement of one hundred thirty three (133) existing VAV Boxes (Envirotech) & Johnson Metasys Controls.

2. 2. SCOPE OF WORK, delete "b. Green Rooms" in its entirety and replace with the following:

b. Green Rooms

- 1. Provide a Turnkey installation of T-stat, ductwork and supply diffusers for Greenrooms 1 & 2.
 - 2. Provide and install a manual volume damper before the existing supply grille serving the west stairway for air balancing.
 - 3. Remove one existing supply air diffuser and flex duct in each Greenroom. Cap off existing duct.
 - 4. Provide and install 2 low pressure insulated ducts connecting to existing VAV 13-2 for each Greenroom. Connect a 10" insulated supply air flex duct to a new 10" neck ceiling supply diffuser (to match existing) in each Green Room. All work done per SMACNA guidelines. Provide and install a manual volume damper on each duct for air balancing

ADD1-1

- 5. Provide and install a fusible link fire damper at each Greenroom 1-hour wall penetration. Fire seal walls around fire damper.
- 6. Fire intrusion dampers will be controlled by the existing JCI engineered smoke control system for the site. Accommodations would have to be made to coordinate the connection of the fire dampers to the smoke control system. (Fire intrusion dampers in the building are not controlled by the fire alarm control panel).
- 7. Provide and install all necessary hangers, electrical wiring, EMT piping, wall boxes, etc.
- 8. Install the new JCI Metasys T-stat provided for VAV 13-2 and its low voltage wiring in Green Room #1. Disconnect the existing T-stat located in stairway from VAV 13-2.
- 9. Protect all existing walls, carpeting, ceilings, etc. from damage. Clean the work areas daily.
- 10 Provide T&B calibration of airflows. 800 cfm to existing stairway. 400 cfm to each greenroom.
- 11. Provide all necessary costs for permits and inspections.
- 12. Provide 1-year parts and labor warranty.
- 13. All work shall be coordinated with PBCCC around any Event activities and successful contractor shall attend a pre-construction meeting before starting any work.
- 14. Reference Green Rooms one and two of Exhibit "5".

3. INSERT Exhibit "5":

Attachment

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "July 7, 2022 by 2:00 PM" to read "July 21, 2022 by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT: <u>Brien Roy</u>

END OF ADDENDUM ADD1-2 Евух

Palm Beach County Compliance Summary Report

Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
Florida Mechanical LLC		Compliant					19601	HVAC Annual Contract
	A+g , XV	Zurich American Insurance Company	BAP353819700	7/1/2022	7/1/2023	Auto Liability		
	A+ , XIV	RSUI Indemnity Company	LHA098547	7/1/2022	7/1/2023	Excess Liability		
	A+g , XV	Zurich American Insurance Company	GLO353819600	7/1/2022	7/1/2023	General Liability		
	A+g , XV	Zurich American Insurance Company	WC353819500	7/1/2022	7/1/2023	Workers Comp		
Standard - Construction Service	rices							
	Florida Mechanical LLC	Florida Mechanical LLC A+g , XV A+ , XIV A+g , XV	Carrier Florida Mechanical LLC Compliant A+g , XV Zurich American Insurance Company A+ , XIV RSUI Indemnity Company A+g , XV Zurich American Insurance Company A+g , XV Zurich American Insurance Company A+g , XV Zurich American Insurance Company A+g , XV Zurich American Insurance Company	Carrier Florida Mechanical LLC Compliant A+g , XV Zurich American Insurance Company BAP353819700 A+ , XIV RSUI Indemnity Company LHA098547 A+g , XV Zurich American Insurance Company GLO353819600 A+g , XV Zurich American Insurance Company WC353819500 A+g , XV Zurich American Insurance Company WC353819500	Carrier Florida Mechanical LLC Compliant A+g , XV Zurich American Insurance Company BAP353819700 7/1/2022 A+g , XIV RSUI Indemnity Company LHA098547 7/1/2022 A+g , XV Zurich American Insurance Company GLO353819600 7/1/2022 A+g , XV Zurich American Insurance Company GLO353819600 7/1/2022 A+g , XV Zurich American Insurance Company WC353819500 7/1/2022	Carrier Florida Mechanical LLC Compliant A+g , XV Zurich American Insurance Company BAP353819700 7/1/2022 7/1/2023 A+ , XIV RSUI Indemnity Company LHA098547 7/1/2022 7/1/2023 A+g , XV Zurich American Insurance Company GLO353819600 7/1/2022 7/1/2023 A+g , XV Zurich American Insurance Company GLO353819500 7/1/2022 7/1/2023 A+g , XV Zurich American Insurance Company WC353819500 7/1/2022 7/1/2023	Carrier Florida Mechanical LLC Compliant A+g , XV Zurich American Insurance Company BAP353819700 7/1/2022 7/1/2023 Auto Liability A+ , XIV RSUI Indemnity Company LHA098547 7/1/2022 7/1/2023 Excess Liability A+g , XV Zurich American Insurance Company GLO353819600 7/1/2022 7/1/2023 General Liability A+g , XV Zurich American Insurance Company WC353819500 7/1/2022 7/1/2023 Workers Comp	Carrier Florida Mechanical LLC Compliant 19601 A+g , XV Zurich American Insurance Company BAP353819700 7/1/2022 7/1/2023 Auto Liability A+ , XIV RSUI Indemnity Company LHA098547 7/1/2022 7/1/2023 Excess Liability A+g , XV Zurich American Insurance Company GLO353819600 7/1/2022 7/1/2023 General Liability A+g , XV Zurich American Insurance Company WC353819500 7/1/2022 7/1/2023 Workers Comp

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

.



September 12, 2022

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

RE:Florida Mechanical, LLC – Authorization LetterPROJECT:PBC CC – VAV & CONTROLS REPLACEMENTProject No.: 2021-052335PROND NO:BOND NO:2322644

To Whom It May Concern:

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

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

Sincerely,

D. W. Matson, III SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE COMPANY Attorney-In-Fact

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

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")

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, each does hereby make, constitute, and appoint:

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

JOINTLY or SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) 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 9th of May 2012:

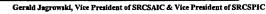
"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute 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."

Cristi



By______ Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of _ APRIL , 20 22

State of Illinois County of Cook SS

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

On this 29TH day of APRIL , 20 22 , before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSAIC and Vice President of SRCSAIC and Vice President of SPCSPIC, 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.



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Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, 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, which is still in full force and effect. 0200 IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12TH day of SEPTEMBER _, 20 22

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

Frank and the second second

PUBLIC CONSTRUCTION BOND

BOND NUMBER	2322644		
BOND AMOUNT	\$687,456.00		
CONTRACT AMOUN	Г\$687,456.00		
CONTRACTOR'S NAM	ME: Florida Mechanical LLC		
CONTRACTOR'S ADI	DRESS:3615 Fiscal Court, Riviera Beach, FL 33404		
CONTRACTOR'S PHO	DNE: 561-863-3606		
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: <u>I</u>	PBC CC – VAV & controls replacement		
PROJECT NUMBER:	2021-052335		
CONTRACT NUMBER	R (to be provided after Contract award): R2020-0021		
	DRK: <u>Replacement of 133 existing VAV boxes and two green room VAV</u> g, controls and electrical.		
PROJECT ADDRESS, I	PCN, or LEGAL DESCRIPTION:		
650 Okeechobee	e Blvd., West Palm Beach		

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

Form Rev. 8/24/20 Public Construction Bond

1 **E**

Page 1 of 3

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

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

Dollars \$687,456.00 Six hundred eighty-seven thousand four hundred fifty-six 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: PBC CC – VAV & controls replacement Project No.: 2021-052335 Project Description: Replacement of 133 existing VAV boxes and two green room VAV boxes, duct work, wiring, controls and electrical Project Location: 650 Okeechobee Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: LOCATION OF FIRM: PHONE:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of replacement of 133 existing VAV boxes and two green room VAV boxes, duct work, wiring, controls and electrical, 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.

Form Rev. 8/24/20 Public Construction Bond

Page 2 of 3

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

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

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

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

Witness

FLORIDA MECHANICA Principal (Seal ennorth (Print Mame and Title) SWISS RE CORPORATE SOLUTIONS AMERIC INSURANCE CORPORATION Surety (Seal)

(Print Name and Title)

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

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Form Rev. 8/24/20 Public Construction Bond

Page 3 of 3

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")

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, each does hereby make, constitute, and appoint:

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

JOINTLY or SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) 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 9th of May 2012:

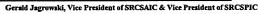
"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute 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."

Crista



ent of SRCSAIC & Senior Vice President of SRCSPIC Erik Janssens, Sen



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IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of ____ APRIL , 20 22

State of Illinois County of Cook

ss

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

On this 29TH day of APRIL , 20 22 , before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, who 20 22 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.



Bv

I pomen a tatel

Yasmin A. Patel, Notary I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, 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, which is still in full force and effect. eeuure 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

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FORM OF GUARANTEE

GUARANTEE FOR Contractor Name:	Florida Mechanical LLC	and Surety
Name: SWISS RE CORPORATE SOLUTIONS	AMERICA INSURANCE CORPORATION	•

We the undersigned hereby guarantee that the (PBC CC – VAV & controls replacement; #2021-052335) 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

and the second
FLORIDA MECHANICAL LLC
(Contractor Name) (Seal)
AN CARENT
By:
(Contractor Signature)
KENNETH MONGAN, MANAGING MEMBEN
(Print Name and Title)
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Surety Name)
By:
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Form Rev. 03/19/20

Page 1 of 1

SWISS RE CORPORATE SOLUTIONS

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GENERAL POWER OF ATTORNEY

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

JOINTLY or SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

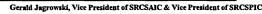
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"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."



rilin By ______ Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC Rν



SEAL

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of ______, 2022_____

State of Illinois County of Cook

ss

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

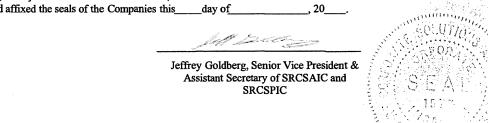
On this <u>29TH</u> day of <u>APRIL</u>, 20 <u>22</u>, before me, a Notary Public personally appeared <u>Erik Janssens</u>, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and <u>Gerald Jagrowski</u>, Vice President of SRCSAIC and Vice President of SPCSPIC, personally known to me, 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.



I pomed a. Testel

Yasmin A. Patel. Notary

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Senior Vice President and Assistant Secretary</u> of SRCSAIC and SRCSPIC, 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, 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____.





DATE 06/09/2022

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

Authority to Act as Agent

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

Dated this _9th Day of	2022
ву:	Kenneth Morgan
S/gnature	Printed
Title: Owner	
On behalf of : <u>Florida Mechanical L</u>	<u>LC.</u>
Telephone: 561.863.3606	

ATTACHMENT #4

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

PRE-BID: MANDATORY	ANNUAL/TRADE:	HVAC		PRE-BID DATE:	6/14/2022	
PM: Clark , Woods	API:	PRICE PREF.		BID OPENING DATE:	7/21/2022	
PROJECT NAME: PBC CC - VAV and C	ontrols Replacement		PROJECT NUMBER:	2021-052335		
	Florida Mechanical LLC	Thermal Concepts, Inc.	Cedars Electro- Mechanical, Inc.			
PRIME LOCATION	LOCAL	NON-LOCAL	LOCAL			
PRIME SBE STATUS	Non-SBE	Non-SBE	SBE			
BID	\$687,456.00	\$774,220.00	\$1,071,395.00			
BID BOND	Yes	Yes	Yes			
ADDENDUM 1 ACKNOWLEDGED	\checkmark	\checkmark	\checkmark			
SBE SCHEDULE 1 (Shall list the 5/MWBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory			
SBE PARTICIPATION	0%	0%	100%			
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	Satisfactory	Satisfactory			
NOTES:						

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$687,456.00 + 10% = \$756,202) as per the re-ranking provision of the SBE Ordinance. This

is lower than the lowest SBE responsive bidder. Therefore, award is recommended to Florida Mechanical LLC.

Bid Documents Opened By (Print Name): PHYLLIS LANCASTER	Bid Documents Recorded By (Print Name): DONNALYNCH
Licenses are current and in compliance with Palm Beach County requirements for the recommended con	
The recommended contractor's insurance(s) is current and in compliance with Palm Beach County require	itractor and all sub-contractors listed rements Recommended Firm is registered in VSS:
Note: Tabulation is not official until checked	and certified by Capital Improvements Division

RECOMMENDED FOR APPROVAL:

Date

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: Florida Mechanical LLC

harlene LaMattina Printed Name / Signature

Fernando Del Dago

7.26.2022

Printed Name / Signature

Annual Contract - HVAC #19601 Control Sheet

ATTACHMENT #5

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION					DOLLARS							SBE PA
PROJECT PROJECT			W.O.	W.O.	\$ COMMITMENTS		\$ CAPACITY					
NUMBER	NAME	G.C.	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE	\$M/WBE	%Minority
	FYXX - Xst QUARTER								Work Order	Work Order	Work Order	Work Order
2020-031148	Mid Western Service Center - HVAC replacement (CRC)	Cedars	117,975.00	22-021	\$10,096,017.52	\$0.00	\$10,096,017.52	\$2,903,982,48	35,510.00	30.10%	82,465.00	
	WDC, Bldg M (Admin) - HVAC replacement (BCC)	Cedars	14,187.17	21-017 supp 1	\$10,110,204.69		\$10,110,204.69	\$2,889,795.31	14,187.17	100.00%	14,187.17	
	Convention Center - VAV and controls replacement (BCC)									100.00 %	14,107.17	
2021-052335		Fiorida	687,456.00	22-022	\$10,797,660.69	\$0.00	\$10,797,660.69	\$2,202,339.31	0.00	n de la company -		
					-							
	INSERT ROWS ABOVE HERE ONLY				Phyllis I copy	rom coloumn	u" to Column 'X'					
					- iyano - cop.	ALCONCOLOURING			3,511,411.73		2,319,451.86	
											W/MBE BRE	AKDOWN
	HVAC Annual		TOTAL WORK ORDERS						TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
1	Air Handlers of the Palm Beaches, Inc R2022-0185	Air Handlers	\$0.00						\$0.00		\$0.00	
2	Air Mechanical & Service Corp - R2020-0229	AMSC	\$718,300.00						\$0.00	0.00%	\$0.00	0.00%
3	The Airtex Corporation - R2020-0236	Airtex	\$826,252.00						\$820,007.00	99.24%	\$0.00	0.00%
4	Bradley Heating & Air Conditioning, Inc R2021-0059	Bradley	\$0.00						\$0.00		\$0.00	
5	Breezy Cool Air Conditioning Inc.	Breezy	\$0.00						\$0.00		\$0.00	
6	CT/HX Services, LLC	CT/HX	\$0.00						\$0.00		\$0.00	
7	Cedars Electro-Mechanical, Inc R2020-0019	Cedars	\$2,888,038.97						\$2,240,167.25	77.57%	\$2,249,171.86	77.88%
8	Commerical Cooling Concept, Inc R2020-0230	Commercial	\$0.00						\$0.00		\$0.00	
9	D.A.C. Air Conditioning Corp - R2020-0231	DAC	\$960,400.82						\$28,600.00	2.98%	\$0.00	0.00%
10	E.C. Stokes Mechanical Contractors, Inc R2020-0232	Stokes	\$793,157.66						\$142,274.84	17.94%	\$0.00	0.00%
11	Farmer & Irwin Corp R2020-0020	Farmer	\$880,943.00						\$147,577.00	16.75%	\$49,900.00	5.66%
12	Florida Mechanical LLC - R2020-0021	Florida	\$2,272,835.67						\$105,745.64	4.65%	\$7,140.00	0.31%
	Johnson Controls, Inc R2021-1795	Johnson	\$0.00						\$0.00		\$0.00	
	Koldaire, Inc R2020-0233	Koldaire	\$0.00						\$0.00		\$0.00	
	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00						\$0.00		\$0.00	
	Precision Air System, Inc R2020-0022	Precision	\$1,121,100.07						\$13,800.00	1.23%	\$0.00	0.00%
	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00						\$0.00		\$0.00	
	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00						\$0.00		\$0.00	
	Thermal Concepts, Inc R2020-0237	Thermal	\$154,802.00						\$7,180.00	4.64%	\$7,180.00	4.64%
20	Thermo Air, Inc R2020-0023	Thermo	\$181,830.50						\$6,060.00	3.33%	\$6,060.00	3.33%
		Total	\$10,797,660.69						\$3,511,411.73	32.52%	\$2,319,451.86	21.48%