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

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

Meeting Date:	January 24, 2023	[X] Consent	[ ] Regular [ ] Public Hearing
Department: Fac	cilities Development & Ope	erations	
	I. EX	ECUTIVE BRIEF	
Ventilation and A amount of \$816,	ir Conditioning (HVAC) co 219 for the Palm Beach	ontract with Florida Mecl County Convention Cen	No. 22-023 to the annual Heating, nanical LLC (R2020-0021) in the ster — Air Handler Unit (AHU) dar days from permit issuance.
refurbish/replace useful life. The retained life. The retained life. The retained life. The retained life. This project was submitting prequal 120 calendar days to achieve certific are \$80 per day. The first life life life life life life life life	AHUs #1, 8, 9, 10 and 15. Turbished/replaced AHUs will competitively advertised are lification documents prior to from permit issuance to substation of substantial completings work order was solicited less Opportunity (EBO) Ordice on August 21, 2019 and the market for projects less that jects \$100,000 or greater. Sin	The existing equipment is all be more efficient and produce not new contractors were the submission of the biditantially complete the projument to the annual HV nance. The HVAC annual e Committee established An \$100,000 or 10% Small nee this project was over \$	I materials needed to remove and 20 years old and has outlived its ovide years of dependable service. invited to bid on the project by response. The Contractor will have ect. Liquidated damages for failure or approved time extension thereof AC contract and the requirements contract was presented to the Goal affirmative Procurement Initiatives Business Enterprises (SBE) price 100,000, the SBE price preference ontractor will provide 3.68% SBE

**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 refurbished/replaced AHUs will be more efficient and provide years of dependable service.

subcontracting participation on this work order. Cumulative SBE participation on the annual HVAC contract is 29.16%. Funding for this project is from the TDC – Building Renewal and Replacement fund.

#### Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 22-023
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

(Capital Improvements Division) District 2 (MWJ)

Recommended by:	mu' l'agal Callo	12/15/11
,	Department/Director	/ Date
Approved by:	County Administrator	1/12/23 Date

A. Fiv	e Year Summary of Fis	scal Impact:					
Fiscal Yea	ars	2023	2024	202	5 2	026	2027
Operating External I Program I		\$918,247 					
# ADDIT	CAL IMPACT IONAL FTE NS (Cumulative)	\$918,247 ———	-0-	<u>-0-</u>	<u>-0-</u>		<u>-0-</u>
	cluded in Current Budge item include use of fede			Yes Yes	_X	No No	<u> </u>
Budget Ac	count No: Fund 3807	Dept <u>411</u>	Unit <u>B6</u>	17 Object	t <u>4907</u>		
STA	NSTRUCTION AFF COSTS NTINGENCY TOTAL	\$816,219.00 \$ 20,405.47 <u>\$ 81,621.90</u> \$918,246.37					
B. Rec	commended Sources of	Funds/Summ	ary of Fisc	al Impact:			
Funding fo	r this project will be from	m the TDC – F	Building Ren	newal and F	Replacemen	t fund.	
C. Dej	partmental Fiscal Revi	ew:	n Sp	lee	,		
		III. <u>REVII</u>	EW COMM	<u>IENTS</u>			
A. OF	MB Fiscal and/or Con	tract Develop	ment Comn	nents:	4		
OF	MB OFF 12119	12-19-23 12  14  2012	Contract	Developm 7/32 min	Joseph Con	12 atrol	09/22
B. Le	gal Sufficiency:						
Āś	sistant County Attorney	for p	75				
C. Ot	her Department Review	w:				٠,	
	partment Director						
	·						

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

### **ATTACHMENT # 1**

## **LOCATION MAP**

**Project No:** 2021-021424-R1

Project Name: Palm Beach County Convention Center – Air Handler Unit

Refurbishment/Replacement (Re-Bid)

Location: 650 Okeechobee Boulevard, West Palm Beach, Florida 33401



BUDGET AVAIL	ABILITY STATEMI	ATTACHMENT #2
	BY: Clark Woods	PHONE: 233-2054
PROJECT TITLE: <u>PBC CC – air handler unit refurbis</u> (Same as CIP or IST, if ap		IST PLANNING NO.:
ORIGINAL CONTRACT AMOUNT: \$		
REQUESTED AMOUNT: \$816,219.00		BCC RESOLUTION#: DATE:
eFDO #: 2021-021424		
CSA or CHANGE ORDER NUMBER:	•	
LOCATION: 650 Okeechobee Blvd., West Palm Beach	·h	
BUILDING NUMBER: 1420		
DESCRIPTION OF WORK/SERVICE LOCATION:	Convention Center	
PROJECT/ <del>W.O</del> . NUMBER: 2021-021424-R1		
CONSULTANT/CONTRACTOR: Florida Mechanica	al LLC (H	VAC)
PROVIDE A BRIEF STATEMENT OF THE CONSULTANT/CONTRACTOR:	SCOPE OF SERVICES	TO BE PROVIDED BY THE
Furnish all labor, material, supervision, permits and su (5) air handler units #1, 8, 9, 10 and 15.	applies necessary and reason	nably incidental to replace/refurbish
CONSTRUCTION \$816,219.00 PROFESSIONAL SERVICES \$ NA STAFF COSTS* \$ 20,405.47 EQUIP. / SUPPLIES \$ NA CONTINGENCY \$ 81,621.90 TOTAL \$918,246.37  * By signing this BAS your department agrees to these CID s	staff charges and vour account v	vill be charged upon receipt of this BAS
by FD&O. Unless there is a change in the scope of work, no costs of \$250,000 or greater, staff charges will be billed as Facilities Management or ESS staff your department will be	o additional staff charges will b actual and reconciled at the en	e billed. If this BAS is for construction d of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distribution)	ition if more than one and o	rder in which funds are to be used):
FUND: 3807 DEPT: 411	UNIT: B647 0	<sup>BJ:</sup> 4907
IDENTIFY FUNDING SOURCE FOR EACH ACC  ☐ Ad Valorem (Amount \$)	COUNT: (check <u>and</u> provided Infrastructure Sales Tax	
☐ State (source/type:Amount \$)	☐ Federal (source/type: _	Amount \$)
Grant (source/type:Amount \$)	☐ Impact Fees: (Amount	\$)
Other (source/type: Amount \$)		
Department:	7	<i>f</i> /
BAS APPROVED BY:	Ken	DATE 10/19/2022
ENCUMBRANCE NUMBER:		

Project Name: PBC CC – air handler unit refurbishment/replacement (re-bid)

Project No. 2021-021424-R1

#### WORK ORDER 22-023 TO ANNUAL CONTRACT R2020-0021 FOR HVAC

## PROJECT NAME: PBC CONVENTION CENTER – AIR HANDLER UNIT REFURBISHMENT/REPLACMENT (RE-BID) PROJECT NO. 2021-021424-R1

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 company, authorized to do business in the State of Florida, whose Federal ID# is 20-3214824 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 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 \$816,219 for the construction costs of replacing/refurbishing air handler units #1, 8, 9, 10 and 15 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 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 5.01% SBE subcontracting participation on this Contract. Contractor will provide 3.68% on this Work Order.
- **6.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2

Project Name: PBC CC – air handler unit refurbishment/replacement (re-bid) Project No. 2021-021424-R1

APIs
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)
Addendum 1

7. <u>Annual Contract Modifications and Additions.</u> The following provisions of the Annual Contract are modified as follows:

## Section 5.2 of the "Instructions to Bidders" of the Contract is modified to include the following new section:

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

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

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

The following General Condition is added to the General Conditions:

#### GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

- 83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended.

Project Name: PBC CC – air handler unit refurbishment/replacement (re-bid) Project No. 2021-021424-R1

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: PBC CC – air handler unit refurbishment/replacement (re-bid)

Project No. 2021-021424-R1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

Deputy Clerk  APPROVED AS TO	PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS			
By: Deputy Clerk	By:Gregg K. Weiss, Mayor			
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS			
By: for M) County Attorney	By: Director - FD&O			

WITNESS: FOR CONTRACTOR
SIGNATURE

Signature

Contract Berry
Name (type or print)

Contract Berry
Name (type or print)

Contract Berry
Name (type or print)

Contract Berry
Signature

Kenneth Bolin
Name (type or print)

VP/GM

Title

(Corporate Seal)

Project Name: PBC CC – air handler unit refurbishment/replacement (re-bid)

Project No. 2021-021424-R1

#### **BID FORM**

PROJECT NUMBER: 2021-021424-R1

PROJECT NAME: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID)

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

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) 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.	BASE BID/QUOT	TE AMOUNT (Air Han	dler Units #1, 8, 9, &	10) \$_669,702.00
	Written amount Six	hundred sixty nine thous	and seven hundred two	dollars
	ALT. BID/QUOT	E AMOUNT#1 (Air Ha	andler Unit #3)	\$146,517.00
	Written amount One	e hundred forty six thous	sand five hundred seven	teen dollars
	ALT. BID/QUOT	E AMOUNT#2 (Air H:	andler Unit #15)	\$ <u>146,517.00</u>
	Written amount On	e hundred forty six thous	sand five hundred seven	teen dollars
	ALT. BID/QUOT	E AMOUNT#3 (Nine F	an Coil Units)	\$ 93,589.00
	Written amount Nine	ety three thousand five h	undred eighty nine dolla	ars
T	OTAL QUOTE/BID	) AMOUNT	<u>\$1,056,325.00</u>	
W	ritten amount	One million fifty six thous	and three hundred twenty fiv	e dollars
		chieving the APIs applicates EBO Schedules 1 and		n as designated on Attachmen
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_7/5/2	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.

QUOTE/BID PROVIDED BY:	Florida Mechanical LLC			
	Contractor Firm Name			
7/21/22	Van ABL			
Date	Signature			
	Kenneth Bolin			
	Print Name and Title			

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

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

PROJECT NUMBER: 2021-021424-R1

PROJECT NAME: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID)

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 SWISS RE
CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION (hereinafter called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of FIVE PERCENT OF AMOUNT BID
Dollars,(\$_5%), (which sum
is at least 5% of the bid price), lawful money of the United States of America, for the payment of which
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID), Project Number 2021-021424-R1, in the County of Palm Beach, State of Florida; and

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

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

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

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

PROJECT NAME: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID) 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 day of JULY , A.D., 2022 , and attested by its corporate Seal, this 7TH ATTEST: FLORIDA MECHANICAL LLC (Contractor Name) Print Name and Title: Kenneth Boln, VP/GM SWISS RE CORPORATE SOLUTIONS AMERICA INSUR (Surety Name) DINIA CAVALIERE **Print Name** (Signature) TITLE: OFFICE MANAGER

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

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

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

PROJECT NUMBER: 2021-021424-R1

#### 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**

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

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:

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
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
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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 Fower of Attorney and to attach therein the sear of the Corporation, and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By  Gerald Jagrowski, Vice President of SRCSPIC  By  Gerald Jagrowski, Vice President of SRCSPIC  Gerald Jagrowski, Vice President of SRCSPIC  Gerald Jagrowski, 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, $20^{22}$
Swiss Re Corporate Solutions America Insurance Corporation State of Illinois County of Cook  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 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.
PASSAIN A PAREL  OFFICIAL EÉAL  Notary Public, Sassa of Blancis  My Commission Expirer  My 28, 7023
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 7TH day of JULY 2022.
for the second s
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 <a href="http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx">http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</a>. 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 multitrade) 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.

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 - Air Handler Unit Refurbishment/Replacement (RE-BID)  NAME OF PRIME RESPONDENT/BIDDER: Florida Mechanical LLC				SOLICITA	SOLICITATION/PROJECT/BID No.: 2021-021424-R1				
				ADDRESS	S: 3615 Fiscal Ct Rivie	era Beach FL 334	FL 33404		
CONTACT PERSON: Brien Roy PHONE NO.: 561.222.0405 E-MAIL: Broy@fla			amech.com						
SOLICITATION OPENING/SUBMITTAL DATE:	7/7/22				MENT: Account Mana	ger			
PLEASE LIST THE DOLLAR AMOUNT O PLEASE ALSO LIST THE DOLLAR AMOU PROJECT.	R PERCE JNT OR F	NTAGE OF WO PERCENTAGE O	RK TO BE CO	OMPLETED BY T	HE <u>PRIME CONT</u> D BY ALL SUBCO	RACTOR/CO NTRACTORS/	NSULTANT ON T	THIS PROJECT. NTS ON THE	
	(Che Non-SBE	ck all Applicable Cate M/WBE	gories) SBE		DOLLAR AMOU	NT OR PERCENTA	AGE OF WORK		
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Florida Mechanical LLC 3615 Fiscal Ct Riviera Beach FL 33404 561.222.0405	~						\$724,719.00		
Subcontractor (s) if any: 2. 77th Trail N. Palm Beach Gardens FL 33418 561.747.0833			~		-		\$30,000.00		
3. Blygold America Inc. 3000 SW 10th St Pompano Beach FL 33069 954.356.6666	V					-	\$61,500.00		
4.						-			
5.					-				
(Please use additional sheets if necessary)		· · · · · · · · · · · · · · · · · · ·	Total			-	\$816,219.00		
Total Bid Price \$ 816,219.00			Total SBE	- M/WBE Participation	\$30,000.00				
I hereby certify that the above information is accurate	to the best o	of my knowledge:	$B_1$	ien Roy			Account Man		
				Signature			Т	itle	

- 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: 2021-021424-R1SOLICITATION/PROJECT NAME: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID) \_Subcontractor:\_DCS Electric Prime Contractor: Florida Mechanical (Check box(s) that apply) Date of Palm Beach County Certification (if applicable):  $\frac{7/21}{22}$ ☐ M/WBE ☐ Non-S/M/WBE XSBE WBE MBE The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 1 Column 2 Male □ Female ☐ African-American/Black ☐ Asian American X 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 Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** Wire (5) AHU Fan Arrays \$6,000.00 5 0 \$30,000.00 1

at the following total price or percentage: \$30,000.00If 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 Florida Mechanical DCS Electric Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Brien Roy

Authorized Signature Douglas Smith Authorized Signature Brien Roy **Douglas Smith** Print Name Print Name President Account Manager

Date: 11/14/22

Date: 10/14/22

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project

Revised 09/17/2019

#### **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: 2021-021424-R1 SOLICITATION/PROJECT NAME: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID) Blygold Floride Inc Prime Contractor: Florida Mechanical LLC Subcontractor: (Check box(s) that apply) WBE **∃ MBE** M/WBE XNon-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 3 Column 2 X Male ☐ Female Caucasian American Supplier Hispanic American □ Native American 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. Item Description **Unit Price** Contingencies/ Line Quantity/ Total Price/Percentage Units **Allowances** item Refurbish and apply protective coating to AHUs \$61,500.00 \$61,500.00 1 1 0 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: \$61,500.00If 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 -lorida Florida Mechanical LLC Print Name of Prime Brien Koy Authorized Signature ized Signature

Print Name

Title

Date:

Brien Roy Print Name

Title

Account Manager

Date: 7/21/22

Revised 09/17/2019

#### IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract – HVAC

Contact: Clark Woods, Capital Improvements Division

Phone: (561) 233-2054

Project Title: PBC CC - Air Handler Unit Refurbishment/Replacement (RE-BID)

Project #: 2021-021424-R1

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 am to 5:00 pm, 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) days from permit issuance. 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

Provide and install turnkey as follows:

a. Contractor to replace/refurbish air handler units #1, 3, 8, 9, 10 and 15 as outlined below and in Exhibit "1" through "5".

b. Provide and install HVAC New Life, or PBC approved equal, which includes environmentally cleaning of five (5) AHUs. Environmentally clean the coils and blowers utilizing the Cursory PURE-Steam, or PBC approved equal, the GREEN (no chemicals) Sterilization Steam Cleaning Process (Green Clean Institute Certified Coil Cleaning Process), or PBC approved equal. Environmentally clean the drain pan and apply PURE-Liner 2.0, or PBC approved equal. Environmentally clean the interior housing then prime and apply PURE-Coat paint, or PBC approved equal. Environmentally remove and properly dispose of fiberglass insulation liner and replace with white closed cell zero porosity insulation liner. Demolish of existing blower assembly and replace with fan arrays. All of these remedial actions must be completed under strict containment specifications which includes applications to address OSHA (Labor) 29 C.F.R. regulations.

Respiratory Protection Program: 1910.134
 Confined Space Program: 1910.146
 Hazard Communication Program: 1910.1200
 Lock Out-Tag Out Program: 1910.147

#### c. PURE-Steam AHU Cleaning:

- 1) Multi Enzyme cleaner treat coil surface area with multi enzyme cleaner, a patented antimicrobial non-toxic, non-acid enzyme technology, to breakdown biofilm and contaminates.
- 2) Environmentally clean AHU, cooling coils and drain pans utilizing PURE-Steam (no chemicals), or PBC approved equal, the GREEN Steam Sterilization Cleaning Process (Green Clean Institute Certified Coil Cleaning Process), or PBC approved equal.
- 3) HEPA vacuum the interior of AHU cabinets using a combination of wet and dry HEPA vacuums.
- 4) Disinfect interior with antimicrobial solution.
- 5) Perform high volume/low pressure coil flushing post PURE-Steam, or PBC approved equal.
- 6) Environmentally treat interior of AHU Cabinets with antimicrobial solution.
- 7) Bioactive Coil Treatment treat the coil surface area to provide a biostatic coating that lasts up to up to 12-month residual protection.
- 8) Perform before and after PURE-Steam process measurements with Coil Cleanliness Verification.
- 9) Provide photo log report before and after remediation.
- 10) HVAC New Life (anti-microbial / anti-viral) coatings, or PBC approved equal.

#### d. PURE-Liner 2.0: Drain Pan Protection

- 1) HEPA Vacuum clean the drain pan of foreign debris/substances.
- 2) PURE-Steam, or PBC approved equal, drain pan for sterilization of pan.
- 3) Treat existing rust using Rust Removal Garnett Blasting/sanding process.
- 4) Apply PURE-Coat primer, or PBC approved equal, to base of drain pan.
- 5) Install PURE-Liner 2.0 drain pan, or PBC approved equal, protection system

in base of drain pan. PURE-Liner 2.0 is a low VOC pour in panapplication.

#### e. PURE-Coat Treatment: Interior Cabinet

- 1) PURE-Steam, or PBC approved equal, the interior cabinet, blower housing and rails of the AHU, if necessary.
- 2) Treat existing rust using Rust Removal Garnett Blasting/sanding process
- 3) Apply PURE-Coat primer, or PBC approved equal, to interior cabinet and rails of the AHU.
- 4) Treat the interior cabinet and rails of the AHU using the PURE-Coat system, or PBC approved equal.
- 5) Perform preliminary bake out post PURE-Coat application, or PBC approved equal.
- 6) Environmentally remove fiberglass insulation liner and properly dispose of, and replace with white closed cell zero porosity insulation liner.

#### NOTES:

- Anti-microbial (ISO 22196:2007 certified) / Antiviral protection
- 10,000-hour Salt spray test
- Water based coatings
- Hydrophobic properties
- NFPA 25/50 Flame Spread Rated
- Protects against extensive list of chemical environments

#### f. Fan Array Technology:

- 1) Contractor is responsible to match the new fan arrays to the existing AHU's CFM, and TSP.
- 2) Demolish and properly dispose of old belt driven blower assembly.
- 3) Replace with new fan array technology.
- 4) Install control panel. Connect existing power wiring to control panel and fan array connection.
- 5) Furnish and install new conduit and 18/6 control wires from control panel to fan array.
- 6) Fan array must be factory run tested prior to installation. Factory testing certification card to be provided to owner.
- 7) Fan impeller must be metal. Composite is not an acceptable alternative.
- 8) Air side test and balance to be provided prior to and after installation of fan wall array and report submitted to customer.
- 9) New fan arrays to be manufactured by M-Wall and supplied by MOSCO LLC.
- 10) Single Point Power Panel, no sub panels allowed.
- 11) All wiring must be home runs from fans to panel. Intermitted connects or connectors not permitted.
- 12) Array panels must provide +/- ½" of adjustment per seam to accommodate variance in cabinet dimensions.
- 13) All panels, sub-assemblies, accessories and materials to be provided as part of a complete package.
- 14) 5 Year Parts & Labor Warranty Supply of 3 spare fans to be stocked on-site for emergency use.
- 15) Fan arrays to be wired in parallel.

16) Install safety cage around fan arrays.

#### g. PURE-Coil

- Coil units to be removed to access drain pans and apply DET X degreaser, or PBC approved equal, on surface of the coil to remove any existing substrate.
- 2) Once applied, apply the Primer onto the surface of the coil.
- 3) Apply PURE-Coil top coat, or PBC approved equal, onto surface of the coil.

NOTES: Coil coatings must meet the below required specifications:

- Anti-microbial (ISO 22196:2007 certified) / Antiviral protection
- 13,000-hour Salt spray test
- 3,120-hour SWAAT test
- Water based coatings
- Negligible capacity loss
- Protects against extensive list of chemical environments
- h. Outside Air/Return Air Motorized Damper Replacement of AHU 1, 3, 8, 9, 10 & 15
  - All dampers must be built to Class 1A construction standards and shall have a 5" x 7/8" x 0.125" Type 6063-T5 extruded aluminum frame with 1.5" front flange with pre-drilled factory bolt holes and heavy-duty extruded aluminum Type 6063-T5 airfoil low-leak blades on 5.5" centers.
  - 2) Dampers shall also be opposed-blade construction and include nomaintenance type 304 stainless steel concealed linkage and axles with black nylon bearings.
  - 3) Due to the specialty requirements this project entails, field verification is suggested by a factory representative to ensure proper configuration and fit of the dampers provided.
  - 4) AHU#1 Replace OA damper only; RA damper to remain in place.
  - 5) AHU#3 Replace OA damper only; RA damper to remain in place.
  - 6) AHU#8 Replace OA and RA dampers.
  - 7) AHU#9 Replace OA and RA dampers.
  - 8) AHU#10 Replace OA and RA dampers.
  - 9) AHU#15 Replace OA damper only; RA damper to remain in place.
  - 10) It will be the responsibility of the factory supplier to ensure the product functionality for this install.
- Replacement of nine (9) Carrier fan coil units with Carrier, Trane fan coil units, or PBC approved equal. (FCU-1A, FCU-1B, FCU-2, FCU-3, FCU-4, FCU-5, FCU-6A, FCU-6B & FCU-7)
  - 1) Horizontal Configuration
  - 2) Foil Faced Insulation 1"
  - 3) Motor, drive & control box on same side as coil and drain pan connection
  - 4) Stainless Steel Drain pan Right Hand Coil & Drain pan Connections
  - 5) 2" Pleated MERV 8 Throwaway Filter (1 set)
  - 6) Install new 3/4" 110v control valve, to be tied into customers' existing thermostat.

- 7) Condensate Overflow to be flushed.
- 8) Fan box door to have emergency door safety switch.
- 9) Install manual by-pass which will enable PBC to control system.
- 10) See Exhibit "4"
- 11) Integration to existing Johnson Controls Metasys System if required to be performed by Johnson Control, Inc. or Albireo Energy.

#### 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, 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 m commencemen		•	employees	as	identified	below	prior	to
This project is so	ubject to:		tical Facilities I Facilities Ba		•			

[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 - AHU Replacement and Refurbishment (RE-BID)

PROJECT NUMBER:

2021-021424-R1

#### **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 (1) page and one (1) attachment.

#### CHANGE TO BID FORM:

1. Replace bid form in its entirety. See 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), 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: Brien Roy

**END OF ADDENDUM** 

ADD1-1

Client#: 139037

**FLORIMECH** 

ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does no	t confer any rights to the certificate holder in	lieu of such endorsement(s).					
PRODUCER		CONTACT Autumn Stone					
Starkweather & Shepley (PB) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549  INSURED Florida Mechanical, LLC 3615 Fiscal Court Riviera Beach, FL 33404	ey (PB)	PHONE (A/C, No, Ext): 401 435-3600 FAX (A/C, No): 401 431-93					
	Inc.	E-MAIL ADDRESS: astone@starshep.com					
		INSURER(S) AFFORDING CO	NAIC#				
Providence, RI 02901-	epley (PB) ie, Inc. 01-0549 echanical, LLC ial Court each, FL 33404	INSURER A : Zurich American Insurance Com	16535				
		INSURER B: RSUI Indemnity Co					
Starkweather & Shepley (PB) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549  INSURED  Florida Mechanical, LLC 3615 Fiscal Court	·	INSURER C:					
		INSURER D:					
Riviera Deac	II, FL 33404	INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER	REVISION	NUMBER:				

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP (MM/DD/YYYY) POLICY NUMBER COMMERCIAL GENERAL LIABILITY 07/01/2022 07/01/2023 EACH OCCURRENCE \$1,000,000 Α X X GLO353819600 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$100,000 Deductible: \$0 \$10,000 X MED EXP (Any one person)

PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: \*ADDL INSRD & \$2,000,000 GENERAL AGGREGATE POLICY X PRO-JECT \$2,000,000 SUBR WAIVER PER PRODUCTS - COMP/OP AGG OTHER: CONTRACT 07/01/2022 07/01/2023 COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** X BAP353819700 \$1,000,000 BODILY INJURY (Per person) X ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) X HIRED ONLY \$ 07/01/2022 07/01/2023 EACH OCCURRENCE В UMBRELLA LIAB Х Х LHA098547 \$5,000,000 X OCCUR **EXCESS LIAB** \*FOLLOW GL, AUTO \$5,000,000 CLAIMS-MADE AGGREGATE DED X RETENTION \$\$0 WC FORMS 07/01/2022 07/01/2023 X PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC353819500 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? \$1,000,000 E.L. EACH ACCIDENT NIA N (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are named as Additional Insureds with respects to General Liability when required by written contract. Waiver of Subrogaton applies to the General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER

Palm Beach County Board of **County Commissioners** c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

forden m. Eilverm

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ACORD 25 (2016/03) RD 25 (2016/03) 1 of 1 #S1952385/M1941185 The ACORD name and logo are registered marks of ACORD

PAT2



November 1, 2022

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

RE:

Florida Mechanical, LLC - Authorization Letter

**PROJECT:** PBC CC – AIR HANDLER UNIT REFURBISHMENT/REPLACEMENT(RE-BID)

Project No.: 2021-021424-R1

**BOND NO: 2337653** 

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

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 Assistan Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By
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
Swiss Re Corporate Solutions America Insurance Corporation State of Illinois County of Cook  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 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.
PASSINA PATEL OFFICIAL SEAL Morrer Prince Stand of Biochel My Commission Explore May 28, 2023
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 <u>IST</u> day of <u>NOVEMBER</u> , 20 22.
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

### PUBLIC CONSTRUCTION BOND

BOND NUMBER	2337653							
BOND AMOUNT	\$816,21	9.00						
CONTRACT AMOUNT		816,219.00						
CONTRACTOR'S NAM	ME:	Florida Mechancial LLC						
CONTRACTOR'S ADI	ORESS:	3615 Fiscal Court, Riviera Beach, FL 33404						
CONTRACTOR'S PHO	ONE:	561-863-3606						
SURETY COMPANY:		WISS RE CORPORATE SOLUTIONS AMERICA INSURANCE COMPANY						
SURETY'S ADDRESS:	•	1200 MAIN STREET, SUITE 800						
		KANSAS CITY, MO 64105						
	•							
SURETY'S PHONE:		(816) 235-3700						
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL 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	- air handler unit refurbishment/replacement (re-bid)						
PROJECT NUMBER:	2021-02	21424-R1						
CONTRACT NUMBER	k (to be p	provided after Contract award): R2020-0021						
DESCRIPTION OF WO	ORK:	Replace/refurbish air handler units #1, 8, 9, 10 and 15.						
PROJECT ADDRESS, I	PCN, or	LEGAL DESCRIPTION:						
650 Okeechobee	e Blvd., `	West Palm Beach						
This Bond is issued in fa	vor of th	ne County conditioned on the full and faithful performance of the						

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 \$816,219.00 Eight hundred sixteen thousand two hundred nineteen 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 - air handler unit refurbishment/replacement (re-bid)

Project No.: 2021-021424-R1

Project Description: Replace/refurbish air handler units #1, 8, 9, 10 and 15.

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 replacing/refurbishing air handler units #1, 8, 9, 10 and 15, 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

Page 2 of 3

Form Rev. 8/24/20 Public Construction Bond

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

- 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.
- 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 \_

FLORIDA MECHANIC

**Principal** 

coneth

(Print Name and Title)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE COMPANY

Surety

(Seal)

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

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Page 3 of 3

Form Rev. 8/24/20 Public Construction Bond

#### 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**

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

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:

<del></del>		JOINTLY or SEVERA	ШY	
bligatory in the nature	of a bond on behal	make, execute, seal and deliver, for and lf of each of said Companies, as surety, vided that no bond or undertaking or co	on contracts of suretyship as are or ma ntract or suretyship executed under this	y be required or permitted by
This Power of Atto	rney is granted an AIC and SRCSPI	nd is signed by facsimile under and by the C at meetings duly called and held on t	ne authority of the following Resolution he 9 <sup>th</sup> of May 2012:	ns adopted by the Boards of
ecretary be, and each o ttorney to execute on l	or any of them here behalf of the Corp	resident, any Managing Director, any Seeby is, authorized to execute a Power of oration bonds, undertakings and all conformation of Attorney and to attach therein the sea	Attorney qualifying the attorney name tracts of surety, and that each or any of	ed in the given Power of
ny certificate relating t	hereto by facsimile	gnature of such officers and the seal of le, and any such Power of Attorney or c ixed and in the future with regard to any	ertificate bearing such facsimile signat bond, undertaking or contract of suret	ures or facsimile seal shall be
	SOLUTION ORPORAS	Erik Janssens, Senior Vice Presider	at of SRCSAIC & Senior Vice President of SRCSPIC	SOLUTION OF THE SOLUTION OF TH
	1973 SSOUP	Ost By	esident of SRCSAIC & Vice President of SRCSPIC	SEAL S
N WITNESS WHEREO officers this 29TH day of		RCSPIC have caused their official seals to, 20_22	be hereunto affixed, and these presents t	o be signed by their authorized
tate of Illinois County of Cook	ss		ns America Insurance Corporation s Premier Insurance Corporation	
on this 29TH day of APF and Senior Vice Presiden eing by me duly sworn, and deed of their respective	t of SRCSPIC and acknowledged that t	20 22 , before me, a Notary Public per Gerald Jagrowski , Vice President of SR they signed the above Power of Attorney a	CSAIC and Vice President of SPCSPIC,	personally known to me, who
		YASANIN A. PATEL OFFICIAL SEAL HOMEN PARIE. State of Minoria Mry Commission & septiment Mry 28, 2022	Y zasmed le. Batel	, 
s a true and correct copy	of a Power of Atto	Vice President and Assistant Secretary of orney given by said SRCSAIC and SRCSI and and affixed the seals of the Companie	IC, which is still in full force and effect.	• • •
	·		Jell Breeze	
		9 SEAL 10 1075	Jeffrey Goldberg, Senior Vice Presid Assistant Secretary of SRCSAIC a SRCSPIC	
		Constitution of the second		

#### FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (PBC CC – air handler unit refurbishment/replacement (rebid); #2021-021424-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED

(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

FLORIDA MECHANICAL/LI (Contractor Name)

(Contractor Signature)

Keneth Wongan, MANAGING (Print Name and Title) MEMBER

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE COMPANY

(Surety Name)

(Seal)

(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Form Rev. 03/19/20

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JOHN W. CHARLI	ON and D.W. MATSON, III
JOINTLY	or SEVERALLY
its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver obligatory in the nature of a bond on behalf of each of said Companies, as	
	50,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under a Directors of both SRCSAIC and SRCSPIC at meetings duly called and be	and by the authority of the following Resolutions adopted by the Boards of leld on the 9 <sup>th</sup> of May 2012:
Secretary be, and each or any of them hereby is, authorized to execute a I	l all contracts of surety, and that each or any of them hereby is authorized to
SEAL SEAL By	SEAL  Rkd, Vice President of SRCSAIC & Vice President of SRCSPIC
IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official officers this 29TH day of APRIL , 2022	l seals to be hereunto affixed, and these presents to be signed by their authorized
State of Illinois Swiss Re Cornorate S	Solutions America Insurance Corporation Colutions Premier Insurance Corporation
County of Cook	•
and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President	con close and a serie
I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Sec is a true and correct copy of a Power of Attorney given by said SRCSAIC an IN WITNESS WHEREOF, I have set my hand and affixed the seals of the C	
65 OF 10 Comments	full to recent
	Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC

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

PRE-BID: MANDATORY	ANNUAL/TRADE:	HVAC	-	PRE-BID DATE:	6/14/2022		
PROJECT NAME: PRO CC - Air Han	API:	PRICE PREFERENCE		BID OPENING DATE:	7/21/2022 2021-021424-R1		
PBC CC - Air Han	ndler Unit Refurbishment/R	eplacement (RE-BID)		PROJECT NUMBER:	ZUZ 1-02 1424-R 1		ear land
FIRM NAME	Florida Mechanical LLC	Cedars Electro- Mechanical, Inc.	Johnson Controls, Inc.				
PRIME LOCATION	LOCAL	LOCAL	NON-LOCAL				
PRIME SBE STATUS	Non-SBE	SBE	Non-SBE				
BID ALT. 1	\$669,702.00	\$613,880.00	\$821,838.00				
BID ALT. 2	\$146,517.00	\$211,579.00	\$268,982.00				
BID ALT. 3	\$146,517.00	\$221,933.00	\$235,986.00				
BID ALT. 4	\$93,589.00	\$149,996.00	\$170,433.00				
BID	\$1,056,325.00	\$1,197,388.00	\$1,497,239.00				
BID BOND	Yes	Yes	Yes		5 6		
ADDENDUM 1 ACKNOWLEDGED	<b>✓</b>	$\checkmark$	<b>✓</b>			e e e e e e e e e e e e e e e e e e e	
SBE SCHEDULE 1 (Shall list the SIMINUSE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory				
SBE PARTICIPATION	3.41%	36.44%	0%				
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory	Satisfactory				
NOTES:			A CONTRACTOR OF THE CONTRACTOR				
COMMENTS: The lowest bidder Ordinance. This amount is lower tha	is not SBE certified with F				% = \$1,161,957.50) as pe	r the re-ranking provis	sion of the SBE
Ordinance. This amount is lower tha	ii tile lowest 36£ responst	ve bloder. Therefore, a	award is recommended to	riorida mechanicai LLC.			
Bid Documents Opened By (Print N	ame): PHYLLIS LANCASTER		· · · · · · · · · · · · · · · · · · ·	Bid Documents Recor	ded By (Print Name)	ONNA LYNCH	
Licenses are current and in comp	liance with Palm Beach	County requirements	for the recommended co	ontractor and all sub-con	tractors listed	<u></u> .	
The recommended contractor's in	surance(s) is current an	•				d Firm is registered	in VSS:
				ed and certified by Capital Improver			
		ŀ	RECOMMENDE	D FOR APPROV	AL:		
Based on the bid results for the	above project, FDO re	ecommends award t	to the following firm, a	s this firm provided th	e lowest responsive	and responsible b	oid:
Florida Mechanical LLC	nt Cha	rlene La	Mattina	-	7.28.20	•	
Printed Name / Signature				Date			<del></del>
F	+	game 1	nel N		7.1.0	7 -7	
Printed Name / Signature	$\mathcal{I}$	-EPH SHIP	DECUSA		1-08,0		

#### Annual Contract - HVAC #19601: Control Sheet

### **ATTACHMENT #5**

		\$13,000,000.00 \$5,000,000.00 \$3,000,000.00 \$5,000,000.00										
INSEKT BUARD	INCREASES ABOV	PROJECT INF	ORMATION				DOLLA	PC		SBE PARTIC	IPATION	
APPROVAL DATE	PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLE MENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2021-021424-R1	Convention Center - air handler unit refurbishment/replacement (re-bid) (BCC)	Florida UNHIDE ROWS	\$816,219.00	22-023		\$11,526,326.69	\$1,473,673.31	\$30,000.00		3.68%	
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$313,783.78	3,699,259.87	2,447,436.00	29.16%	66.16%							
		HVAC ANNUAL		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIV E M/WBE %			
		Air Handlers of the Palm Beaches, Inc R2	022-0185	Air Handlers	\$0.00	\$ -		_				
	2	Air Mechanical & Service Corp - R2020-022	9	AMSC	\$976,614.00	\$	0.00%					
		The Airtex Corporation - R2020-0236	444	Airtex	\$739,940.00	\$ 820,606.00	110.90%	-	0.00%			
		Bradley Heating & Air Conditioning, Inc R	2021-0059	Bradley	\$0.00	\$ -		-				ļ
		Breezy Cool Air Conditioning Inc.		Breezy	\$0.00	\$ -						
	(	CT/HX Services, LLC		CT/HX	\$0.00	\$ -		-				
	-	7 Cedars Electro-Mechanical, Inc R2020-00	)19	Cedars	\$3,023,588.11	\$ 2,370,616.39	78.40%	2,377,156.00	100.28%			
		D.A.C. Air Conditioning Corp - R2020-0231		DAC	\$974,695.96	\$ 28,600.00	2.93%	-	0.00%			
	9	E.C. Stokes Mechanical Contractors, Inc I	R2020-0232	Stokes	\$793,157.66	\$ 142,274.84	17.94%	-	0.00%			
		Farmer & Irwin Corp R2020-0020		Farmer		\$ 147,577.00	16.75%	49,900.00	33.81%			
	11	Florida Mechanical LLC - R2020-0021		Florida	\$3,242,656.92	\$ 162,545.64	5.01%	7,140.00	4.39%			
	12	Johnson Controls, Inc R2021-1795		Johnson	\$0.00	\$ -						
		Koldaire, Inc R2020-0233		Koldaire	\$0.00	\$ -		-				
		Page Mechanical Group, Inc. R2021-1061		Page	\$0.00	\$ -		-				
		Precision Air System, Inc R2020-0022		Precision		\$ 13,800.00	1.23%	-	0.00%			
		Quantum Mechanical, LLC - R2020-0234		Quantum	\$0.00	\$ -		-				
		7 Sailfish Mechanical - R-2020-0235		Sailfish	\$0.00	\$ -	0.000/	7.400.00	400.000			
		3 Thermal Concepts, Inc R2020-0237 9 Thermo Air, Inc R2020-0023		Thermal Thermo	\$750,245.00 \$181,830.50	\$ 7,180.00 \$ 6,060.00	0.96% 3.33%	7,180.00 6,060.00	100.00% 100.00%			
	1	aj memo Air, inc K2020-0023		TOTAL	12,686,216.22	\$ 6,060.00 <b>3,699,259.87</b>		2,447,436.00	ATTENDED TO A SECURE AND A SECU			