

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 24, 2023 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-001 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with Thermal Concepts, LLC (R2020-0237) in the amount of \$595,443 for the Main County Courthouse (MCCH) - Air Handler (AHU) 6 and 7 Replacement (Re-Bid) project for a period of 90 calendar days from equipment delivery.

Summary: The work consists of furnishing the labor, equipment and materials needed to remove and replace AHUs 6 and 7. The existing equipment has outlived its useful life. The new AHUs will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 90 calendar days from equipment delivery 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 \$120 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The HVAC annual contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects less than \$100,000 or 10% Small Business Enterprises (SBE) price preference for projects \$100,000 or greater. Since this project is over \$100,000, the SBE price preference API was applied. Thermal Concepts, LLC is not a certified SBE and is non-local. There is no SBE subcontracting participation on this work order. Cumulative SBE participation on the annual HVAC contract is 29.16%. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 7 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 21, 2022 and Thermal Concepts LLC submitted the lowest responsive and responsible bid of the two (2) bids received. The new AHUs will be more efficient and provide years of dependable service.

- Attachments:**
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. Work Order No. 23-001
 - 4. Bid Summary
 - 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  12/15/22
Department Director Date

Approved by:  11/12/23
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$654,988	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$654,988	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
 Does this item include use of federal funds? Yes _____ No X

Budget Account No: Fund 3804 Dept 411 Unit B576 Object 4907

CONSTRUCTION \$595,443.00
 CONTINGENCY \$ 59,544.30
 TOTAL \$654,987.30

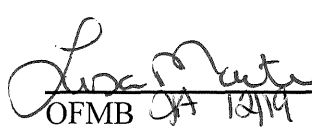
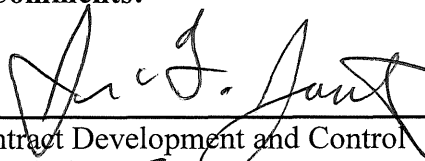
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project will be from the Public Building Improvement Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/19/2022
 OFMB JA 12/19
 12/29/22
 Contract Development and Control
 12-19-22 12/29/22 FM

B. Legal Sufficiency:

 for MS
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 2021-038734-R1
Project Name: Main County Courthouse (MCCH) - Replace Air Handler 6 and 7 (Re-Bid)
Location: 205 N. Dixie Highway, West Palm Beach, Florida 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/3/22 REQUESTED BY: Nick Chimienti PHONE: 233-0222

PROJECT TITLE: Main County Courthouse (MCCH) - replace air handlers (AHU) 6 & 7 (re-bid)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$
REQUESTED AMOUNT: \$595,443.00

IST PLANNING NO.:
BCC RESOLUTION#:
DATE:

eFDO #: 2021-038734

CSA or CHANGE ORDER NUMBER:

LOCATION: 205 N. Dixie Hwy., West Palm Beach

BUILDING NUMBER: 603

DESCRIPTION OF WORK/SERVICE LOCATION: Main County Courthouse

PROJECT/W.O. NUMBER: 2021-038734-R1

CONSULTANT/CONTRACTOR: Thermal Concepts, LLC (hvac)

Handwritten notes: 740, 10/19/22

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove existing air handler units AHU 6 and AHU 7 on second floor of MCCH and replace.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$595,443.00), PROFESSIONAL SERVICES (\$ NA), STAFF COSTS* (\$ 11,840.00), EQUIP. / SUPPLIES (\$ NA), CONTINGENCY (\$ 59,544.30), and TOTAL (\$666,827.30). Includes handwritten signature and circled initials.

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

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

FUND: 3804 DEPT: 411 UNIT: B576 OBJ: 4907

- IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)
Ad Valorem (Amount \$) Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$) Federal (source/type: Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 10/19/2022

ENCUMBRANCE NUMBER:

Project Name: Main County Courthouse (MCCH) – replace air handlers 6 & 7 (re-bid)
Project No. 2021-038734-R1

**WORK ORDER 23-001 TO
ANNUAL CONTRACT R2020-0237
FOR HVAC
PROJECT NAME: MAIN COUNTY COURTHOUSE (MCCH) – REPLACE AIR
HANDLER (AHU) 6 & 7 (RE-BID)
PROJECT NO. 2021-038734-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 Thermal Concepts, LLC., a Florida company, authorized to do business in the State of Florida, whose Federal ID# is 59-2317557 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 3/10/20 (R2020-0237) (“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 **\$595,443.00** for the construction costs of replacing air handler units AHU 6 and 7 on second floor of MCCH as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **90** calendar days of equipment delivery. Liquidated Damages are \$120/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 0.96% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

Project Name: Main County Courthouse (MCCH) – replace air handlers 6 & 7 (re-bid)
Project No. 2021-038734-R1

APIs
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:

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

83.2 *Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a*

Project Name: Main County Courthouse (MCCH) – replace air handlers 6 & 7 (re-bid)
Project No. 2021-038734-R1

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: Main County Courthouse (MCCH) – replace air handlers 6 & 7 (re-bid)
Project No. 2021-038734-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.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

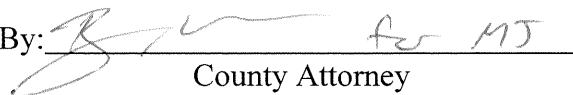
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

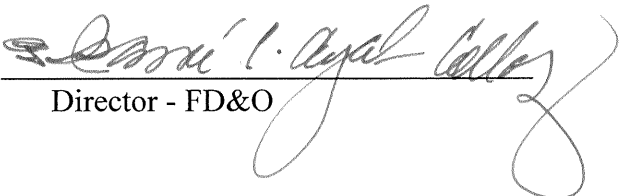
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Main County Courthouse (MCCH) – replace air handlers 6 & 7 (re-bid)
Project No. 2021-038734-R1

WITNESS: FOR CONTRACTOR
SIGNATURE

CBurghardt
Signature
Carol Burghardt
Name (type or print)

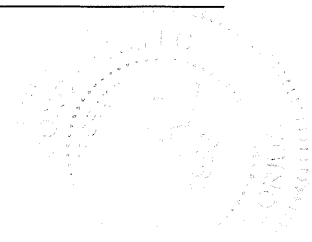
CONTRACTOR: Thermal Concepts, LLC

Allen D. Irvine
Signature
Allen D. Irvine
Name (type or print)

Chief Operating Officer

Title

(Corporate Seal)



BID FORM

PROJECT NUMBER: 2021-038734-R1

PROJECT NAME: Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7 (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. TOTAL QUOTE/BID AMOUNT \$ 595,443.00

Written amount Five Hundred Ninety-Five Thousand Four Hundred Forty-Three

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

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

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

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

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

Addendum # _____ dated _____ Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

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

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

QUOTE/BID PROVIDED BY: Thermal Concepts, LLC
Firm Name

07/21/2022

Date

Allen D. Irvine

Signature

Allen D. Irvine, Chief Operating Officer

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: 2021-038734-R1

PROJECT NAME: Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7 (RE-BID)

DATE: July 21, 2022

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, THERMAL CONCEPTS, LLC
_____ (hereinafter called "Principal"), and _____
Endurance Assurance 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 by 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: **Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7 (RE-BID),**
Project Number 2021-038734-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.

PROJECT NUMBER: 2021-038734-R1

PROJECT NAME: Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7 (RE-BID)

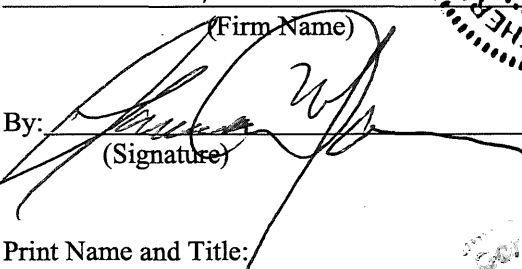
DATE: July 21, 2022

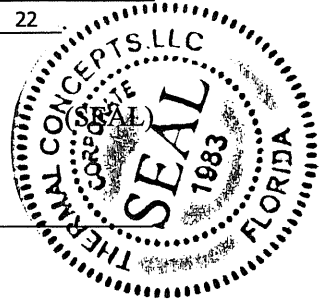
IN WITNESS WHEREOF, the said THERMAL CONCEPTS, LLC
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said Endurance Assurance Corporation as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-In-Fact [Layne Holmes]
_____, and attested by its corporate Seal, this 21 day of July, A.D., 20 22.

ATTEST:

Print Name

TITLE: _____

THERMAL CONCEPTS, LLC
(Firm Name)
By: 
(Signature)
Print Name and Title:

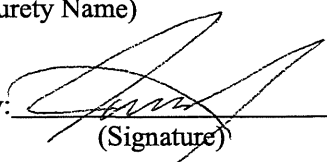


ATTEST:

See Attached Power-Of-Attorney

See Attached Power-Of-Attorney
Print Name

TITLE: ***See Attached Power-Of-Attorney***

Endurance Assurance Corporation
(Surety Name)
By: 
(Signature)
Print Name and Title: James Murphy [Attorney-In-Fact]



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



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Michael Holmes, James Murphy, Layne Holmes, Michael Gorham** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21 day of July, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ATTACHMENT "A"
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage,
Painting and Weatherproofing, Roofing)**

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

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

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

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

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

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Main County Courthouse (MCCH) - Replace Handler (AHU) 6 & 7 (RE-BID) SOLICITATION/PROJECT/BID No.: 2021-038734-R1
 NAME OF PRIME RESPONDENT/BIDDER: Thermal Concepts, LLC ADDRESS: 2201 College Avenue, Davie, Florida 33317
 CONTACT PERSON: Dan Tarafa PHONE NO.: (800) 953-2503 ext. 506 E-MAIL: dtarafa@thermalconcepts.com
 SOLICITATION OPENING/SUBMITTAL DATE: 07/21/2022 by 2:00 pm DEPARTMENT: Service Department

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
		Minority/Women Business	Small Business					(Please Specify)
1. Thermal Concepts, LLC. 2201 College Avenue Davie, Florida 33317 (800) 953-2503	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$494,556	_____
2. Siemens 2969 SW 42nd Avenue Palm City, Florida 34990 (561) 818-5248	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$80,987.00	_____
3. Malancyn Electric, Inc. 2756 South Brocksmitth Road Ft. Pierce, Florida 34945 (772) 263-9129	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$19,900.00	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	_____	_____

Total Bid Price \$ 595,443.00

Total SBE - M/WBE Participation 0

I hereby certify that the above information is accurate to the best of my knowledge: Allen D. Irvine Allen D. Irvine Chief Operating Officer
 Signature Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: **2021-038734-R1**

SOLICITATION/PROJECT NAME: **Main County Courthouse (MCCH) - Replace Handler (AHU) 6 & 7 (RE-BID)**

Prime Contractor: **Thermal Concepts, LLC** Subcontractor: **Siemens**

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Building Controls	\$80,987.00	1		\$80,987.00

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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Thermal Concepts, LLC.
 Print Name of Prime
 By: Allen D. Irvine
 Authorized Signature
Allen D. Irvine
 Print Name
Chief Operating Officer
 Title
 Date: 07/21/2022

Siemens
 Print Name of Subcontractor/subconsultant
 By: Daniel Lague
DN: cn=Lague Daniel, o=Siemens, email=daniel.lague@siemens.com
Reason: I am approving this document
Date: 2022.07.14 15:34:53 -0400
 Authorized Signature
Dan Lague
 Print Name
Siemens Account Executive
 Title
 Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-038734-R1

SOLICITATION/PROJECT NAME: Main County Courthouse (MCCH) - Replace Handler (AHU) 6 & 7 (RE-BID)

Prime Contractor: Thermal Concepts, LLC Subcontractor: Malanczyn Electric, Inc.

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Electrical work	\$19,900.00	1		\$19,900.00

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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Thermal Concepts, LLC.
 Print Name of Prime
 By: Allen D. Irvine
 Authorized Signature
Allen D. Irvine
 Print Name
Chief Operating Officer
 Title
 Date: 07/21/2022

Malanczyn Electric, Inc.
 Print Name of Subcontractor/subconsultant
 By: John Malanczyn
 Authorized Signature
John Malanczyn
 Print Name
President
 Title
 Date: 07/15/2022

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

Contact: Nick Chimienti, Capital Improvements Division
Phone: (561) 233-0222
Project Title: Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7
(RE-BID)
Project #: 2021-038734-R1
Project Location(s): 205 N. Dixie Highway, West Palm Beach, FL 33401

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 Friday at 5:00 p.m. to Sunday at 11:00 p.m. on weekends.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within ninety (90) calendar days equipment delivery. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection, to include if required any building heat load calculations.

2. SCOPE OF WORK

- a. Remove the existing air handler units AHU6 and AHU7 on the second floor of the MCCH and replace with Trane, or PBC approved equal, using the specifications provided in Exhibit "1".
- b. Upgrade the current pneumatic accessories and controls in the mechanical room to digital controls. Any upgrades have to be compatible with existing Siemens system.
- c. Provide and install new chilled water valves on return side.

- d. Provide and install new return, supply, and fresh air dampers and actuators.
- e. Replace all fresh air ductwork within the mechanical room like for like.
- f. Replace supply plenums within the mechanical room, with double walled duct.
- g. Provide and install new thermometers and pressure gauges on supply and return chilled water lines for each air handler.
- h. Reuse equipment identification tags (i.e. AHU6/ AHU7 etc.) or replace with new and relabel water lines, ductwork, accessories, etc. consistent with existing identification, where necessitated by replacement (i.e. chilled water/return water, etc.)
- i. Provide and install a new combination motor-starter disconnect for C.V. air handler.
- j. Intercept existing UV lighting circuit for AHU6 to feed UV lights in AHU7 or run new from same breaker panel (spare space) within mechanical room.
- k. DDC Controls:
 - 1. Demo existing pneumatics to control valve and AHU damper actuators.
 - 2. New control panel with new Siemens PXCM and expander modules. Provide with Siemens Desigo Licenses. Installed and commissioned by Siemens local branch office.
 - 3. Remove existing panel and replace with new enclosure and back plate. Reuse existing 120-volt circuit.
 - 4. Replace Supply, Mixed, Return, Air Duct Temperature sensors.
 - 5. Replace Return air Humidity Sensor (New).
 - 6. Replace Return air CO2 sensor (New).
 - 7. Replace Filter DP switch.
 - 8. Replace fan run-proof switch.
 - 9. New Chilled Water Valve Control Actuator.
 - 10. Replace OA Airflow measurement stations with new Ebtron.
 - 11. Water detection device (New).
 - 12. Replace OA air damper actuators with 24vac electric type.
 - 13. Replace CHW Supply and Return temperature sensors.
 - 14. Verify all operations of AHU and AHU Smoke sequence.

15. Reuse existing blue pneumatic control panel. Verify all devices are operational.

16. New Conduit and wire for new unit devices. Reuse existing conduit and wire where able.

17. Update system graphics with any changes.

3. PRODUCT INFORMATION

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

4. SUBMITTALS

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

5. EXISTING EQUIPMENT

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

6. MATERIALS

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

7. TEMPORARY PROTECTION

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

8. PROJECT CONDITIONS

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

9. PREPARATION

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

10. EXAMINATION

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

11. INSTALLATION

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

12. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Manufacturer's warranty as specified.

13. CLEAN UP

Properly remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

14. SECURITY

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

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



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000562	Thermal Concepts, Inc.		Compliant					19601	HVAC Annual Contract
		Ap , XII	Amerisure Insurance Company	CA20566625101	9/4/2022	9/4/2023	Auto Liability		
		Ap , XIV	North River Insurance Company	5821195527	9/4/2022	9/4/2023	Excess Liability		
		Ap , XII	Amerisure Insurance Company	CPP21151870201	9/4/2022	9/4/2023	General Liability		
		Ap , XII	Amerisure Insurance Company	WC206853913	4/1/2022	4/1/2023	Workers Comp		

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



BONDS

Brown & Brown, Inc.
1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309)
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
954/776-2222 FAX 954/772-7542
Statewide 1-800/339-0259

October 26, 2022

Thermal Concepts, LLC
2201 College Avenue
Davie, FL 33317

RE: Main County Courthouse (MCCH) – Replace air handlers (AHU) 6 & 7 (re-bid)

To Whom It May Concern:

Enclosed please find the Form of Guarantee for the above captioned project, per your request.

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.

Should you have any questions in this regard, please do not hesitate to contact me at 1-800-648-9303.

Thank you for choosing Brown & Brown for your Surety Bonding needs.

Sincerely,

A handwritten signature in black ink, appearing to be 'LH'.

Layne Holmes
Manager, Surety Division
Attorney-In-Fact for Endurance Assurance Corporation



PUBLIC CONSTRUCTION BOND

BOND NUMBER EACX4028147

BOND AMOUNT Five Hundred Ninety-Five Thousand Four Hundred Forty Three & 00/100 Dollars (\$595,443.00)

CONTRACT AMOUNT Five Hundred Ninety-Five Thousand Four Hundred Forty Three & 00/100 Dollars (\$595,443.00)

CONTRACTOR'S NAME: Thermal Concepts, LLC

CONTRACTOR'S ADDRESS: 2201 College Avenue, Davie, FL 33317

CONTRACTOR'S PHONE: 954-472-4465

SURETY COMPANY: Endurance Assurance Corporation

SURETY'S ADDRESS: 4 Manhattanville Road
Purchase, New York 10577
United States

SURETY'S PHONE: 914-468-8000

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: Main County Courthouse (MCCH) – replace air handlers (AHU) 6 & 7 (re-bid)

PROJECT NUMBER: 2021-038734-R1

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

DESCRIPTION OF WORK: Remove existing air handler units 6 & 7 and replace with new.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
205 N. Dixie Hwy., West Palm Beach

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

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

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

Dollars \$595,443.00
Five hundred ninety-five thousand four hundred forty-three 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: Main County Courthouse (MCCH) – replace air handlers (AHU) 6 & 7 (re-bid)
Project No.: 2021-038734-R1
Project Description: Remove existing air handler units 6 & 7 and replace with new
Project Location: 205 N. Dixie Hwy., 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 removing existing air handler units 6 & 7 and replacing with new, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the

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

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

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

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

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

Witness *Chuyhand*

Vincent Frettoloso
Witness *VF*

Thermal Concepts, LLC
Principal _____ (Seal)

(Print Name and Title)
LAWRENCE D. MAUREL, CEO

Endurance Assurance Corporation
Surety _____ (Seal)

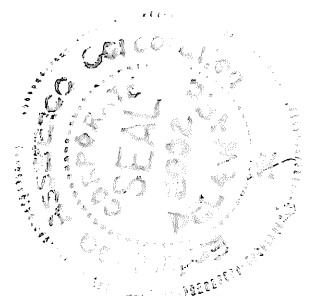
Layne Holmes, Attorney-In-Fact *LH*
(Print Name and Title)

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





POWER OF ATTORNEY

9302

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Michael Holmes, James Murphy, Layne Holmes, Michael Gorham** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 
---	--	--	--

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/**they** is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20_____.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary



NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Thermal Concepts, LLC and Surety Name: Endurance Assurance Corporation

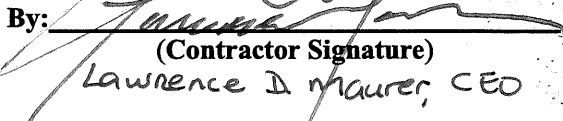
We the undersigned hereby guarantee that the (Main County Courthouse (MCCH) – replace air handler (AHU) 6 & 7 (re-bid); #2021-038734-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill 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

Thermal Concepts, LLC
(Contractor Name) (Seal)

By: 
(Contractor Signature)
Lawrence D. Maurer, CEO
(Print Name and Title)

Endurance Assurance Corporation
(Surety Name) (Seal)

By: 
(Surety Signature)

Layne Holmes, Attorney-In-Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Michael Holmes, James Murphy, Layne Holmes, Michael Gorham** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **ONE HUNDRED MILLION Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

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RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this _____ day of _____, 20____.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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

PRE-BID: MANDATORY ANNUAL/TRADE: HVAC PRE-BID DATE: 6/30/2022
 PM: Nick Chimienti, API: PRICE PREFERENCE BID OPENING DATE: 7/21/2022

PROJECT NAME:	Main County Courthouse(MCCH) - Replace Handler(AHU) 6 & 7 (RE-BID)		PROJECT NUMBER:	2021-038734-R1			
FIRM NAME	Thermal Concepts, Inc.	Precision Air System, Inc.					
PRIME LOCATION	NON-LOCAL	LOCAL					
PRIME SBE STATUS	Non-SBE	Non-SBE					
BID	\$595,443.00	\$693,105.00					
BID BOND	Yes	Yes					
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory					
SBE PARTICIPATION	0%	1.22%					
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory					
NOTES:							

COMMENTS: The lowest bidder is NON-LOCAL certified with Palm Beach County. The lowest bid is increased by 5% (\$595,443. + 5% = \$625,215.15) as per the re-ranking provision of the LOCAL Preference Ordinance. This amount is lower than the lowest LOCAL responsive bidder. Therefore, award is recommended to Thermal Concepts, Inc.

Bid Documents Opened By (Print Name): PHYLLIS LANCASTER Bid Documents Recorded By (Print Name): DONNA LYNCH

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

The recommended contractor's insurance(s) is current and in compliance with Palm Beach County requirements. [Signature] Recommended Firm is registered in VSS: [Signature]

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

RECOMMENDED FOR APPROVAL:

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

Charlene La Mattina Charlene La Mattina 7.28.2022
 Printed Name / Signature Date

FERNANDO DEL ROSO FERNANDO DEL ROSO 7.28.22
 Printed Name / Signature

Annual Contract - HVAC #19601: Control Sheet

ORIGINAL CONTRACT 01/07/20							\$13,000,000.00		
HVAC Contract Expires 01/06/25							\$5,000,000.00		
Board Item - Increase Capacity (1/12/21) (Amendment #1)							\$3,000,000.00		
Board Item - Increase Capacity (4/5/22) (Amendment #2)							\$5,000,000.00		
INSERT BOARD INCREASES ABOVE THIS LINE									
PROJECT INFORMATION							DOLLARS		
APPROVAL DATE	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.
	2021-038734-R1	Main County Courthouse (MCCH) - Replace Air Handler (AHU) 6 & 7 (RE-BID)	Thermal	\$595,443.00	23-001		\$12,134,752.09	\$865,247.91	
UNHIDE ROWS									
	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 CUMULATIVE M/WBE %	
	1	Air Handlers of the Palm Beaches, Inc. - R2022-0185	Air Handlers	\$0.00	\$ -	-	-	-	
	2	Air Mechanical & Service Corp - R2020-0229	AMSC	\$976,614.00	\$ -	0.00%	-	-	
	3	The Airtex Corporation - R2020-0236	Airtex	\$739,940.00	\$ 820,606.00	110.90%	-	0.00%	
	4	Bradley Heating & Air Conditioning, Inc. - R2021-0059	Bradley	\$0.00	\$ -	-	-	-	
	5	Breezy Cool Air Conditioning Inc.	Breezy	\$0.00	\$ -	-	-	-	
	6	CT/HX Services, LLC	CT/HX	\$0.00	\$ -	-	-	-	
	7	Cedars Electro-Mechanical, Inc. - R2020-0019	Cedars	\$3,023,588.11	\$ 2,370,616.39	78.40%	2,377,156.00	100.28%	
	8	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. - R2020-0232	Stokes	\$793,157.66	\$ 142,274.84	17.94%	-	0.00%	
	10	Farmer & Irwin Corp. - R2020-0020	Farmer	\$880,943.00	\$ 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	\$ -	-	-	-	
	13	Koldaire, Inc. - R2020-0233	Koldaire	\$0.00	\$ -	-	-	-	
	14	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00	\$ -	-	-	-	
	15	Precision Air System, Inc. - R2020-0022	Precision	\$1,122,545.07	\$ 13,800.00	1.23%	-	0.00%	
	16	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00	\$ -	-	-	-	
	17	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00	\$ -	-	-	-	
	18	Thermal Concepts, Inc. - R2020-0237	Thermal	\$750,245.00	\$ 7,180.00	0.96%	7,180.00	100.00%	
	19	Thermo Air, Inc. - R2020-0023	Thermo	\$181,830.50	\$ 6,060.00	3.33%	6,060.00	100.00%	
		TOTAL		12,686,216.22	3,699,259.87	29.16%	2,447,436.00	66.16%	