

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 2, 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. 23-004 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract (R2020-0229) with Air Mechanical & Service Corp. (Contractor) in the amount of \$258,314 for the Delray Health Clinic - Chiller Replacement (Re-bid) project for a period of 120 calendar days from equipment delivery.

**Summary:** The work consists of furnishing the labor, equipment and materials needed to remove and replace the existing 100-TON York air cooled chiller unit with a new air cooled chiller unit with accompanying plumbing and electrical. The project also includes the removal and replacement of two (2) chilled water pumps with accompanying plumbing and electrical. The existing equipment is 8 years old and continues to have consistent refrigerant leaks even though major repairs were performed. The new air cooled chiller and chilled water pumps will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 120 calendar days from equipment delivery 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 annual HVAC contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is greater than \$100,000, the SBE price preference API was applied. There is no SBE subcontracting participation on this work order. Cumulative SBE participation on the annual HVAC contract is 28.18%. The Contractor is not an SBE and is not a local business. 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 September 8, 2022 and Air Mechanical & Service Corp. submitted the lowest responsive and responsible bid of the two (2) bids received. The new air cooled chiller and chilled water pumps will be more efficient and provide years of dependable service.

- Attachments:**
- 1. Location Map
  - 2. Budget Availability Statement
  - 3. Work Order No. 23-004
  - 4. Bid Summary
  - 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  Department Director 4/5/23 Date

Approved by:  County Administrator 2/24/23 Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$284,146	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	\$284,146	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# 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 B675-0041 Object 4907

CONSTRUCTION	\$258,314.00
STAFF COSTS	\$ 0.00
CONTINGENCY	<u>\$ 25,831.40</u>
TOTAL	\$284,145.40

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

Funding for this project is from the Public Building Improvement Fund

**C. Departmental Fiscal Review:** *[Signature]*

## III. REVIEW COMMENTS

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

*[Signature]* 4/10/2023  
 OFMB 9A 4110 *[Signature]* 4-10-23  
*[Signature]* 4/18/23  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 4/18/23  
 Assistant County Attorney

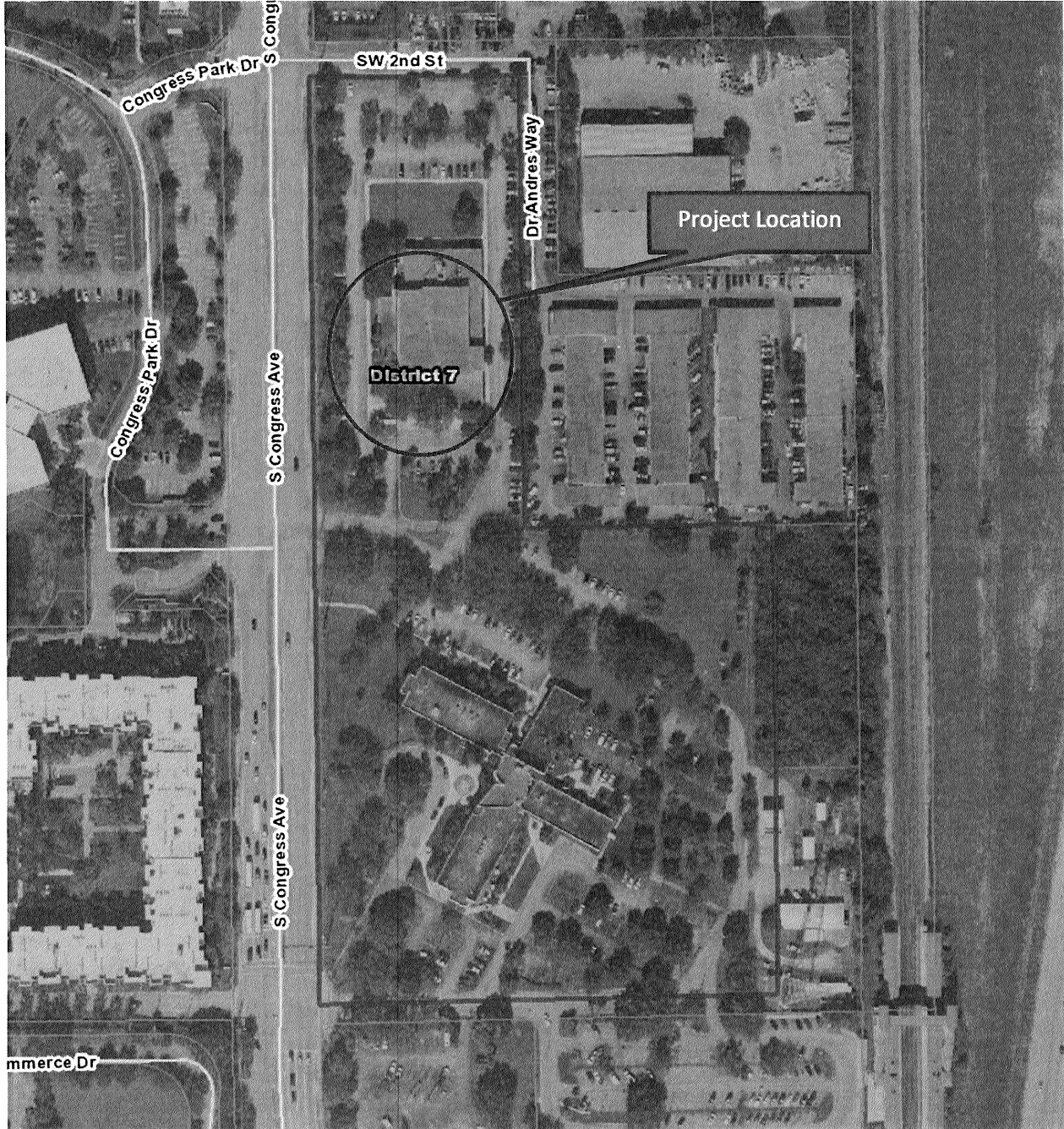
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

# LOCATION MAP

**Project No:** 2021-025555-R1  
**Project Name:** Delray Health Clinic - Chiller Replacement (Re-bid)  
**Location:** 225 S. Congress Avenue, Delray Beach, Florida 33445



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 10/20/22      REQUESTED BY: Niri Maharajh      PHONE: 233-0190

PROJECT TITLE: Delray Health Clinic – chiller replacement (re-bid)  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$258,314.00

BCC RESOLUTION#: \_\_\_\_\_  
DATE: \_\_\_\_\_

eFDO #: 2021-025555

CSA or CHANGE ORDER NUMBER: \_\_\_\_\_

*MO  
1/5/23*

LOCATION: 225 S. Congress Ave., Delray Beach

BUILDING NUMBER: 437

DESCRIPTION OF WORK/SERVICE LOCATION: Delray Health Clinic

PROJECT/AW-Ø. NUMBER: 2021-025555-R1

CONSULTANT/CONTRACTOR: Air Mechanical & Service Corp. (HVAC)

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental for turnkey project to properly remove and dispose of existing cooled chiller unit and furnish/install new.

CONSTRUCTION	\$258,314.00	
PROFESSIONAL SERVICES	\$ NA	
STAFF COSTS*	\$ 6,480.00	<i>OK</i>
EQUIP. / SUPPLIES	\$ NA	
CONTINGENCY	\$ 25,831.40	
TOTAL	\$290,625.40	

*284,145.40*

\* 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: B675-0041      OBJ: 4907-  
3804      411

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: 12/2/2022

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

*[Signature]*  
3/22/2023

Project Name: Delray Health Clinic – chiller replacement (re-bid)  
Project No. 2021-025555-R1

**WORK ORDER 23-004 TO  
ANNUAL CONTRACT R2020-0229  
FOR HVAC**

**PROJECT NAME: DELRAY HEALTH CLINIC – CHILLER REPLACEMENT (RE-  
BID)  
PROJECT NO. 2021-025555-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 Air Mechanical & Service Corp., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 59-2158902 hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 3/10/20 (R2020-0229) (“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 **\$258,314.00** for the construction costs of properly removing and disposing of existing air cooled chiller unit and furnish/install new 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 from 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% 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: Delray Health Clinic – chiller replacement (re-bid)  
Project No. 2021-025555-R1

APIs  
Bid Bond/Security  
Project Requirements  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)  
Addenda 1 & 2

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

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

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

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

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

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

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

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

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

Project Name: Delray Health Clinic – chiller replacement (re-bid)  
Project No. 2021-025555-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: Delray Health Clinic – chiller replacement (re-bid)  
Project No. 2021-025555-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

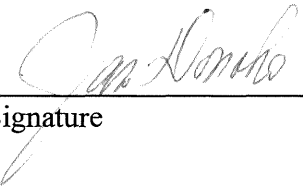



Project Name: Delray Health Clinic – chiller replacement (re-bid)  
Project No. 2021-025555-R1

WITNESS: FOR CONTRACTOR

CONTRACTOR: Air Mechanical & Service Corp.

SIGNATURE

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

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

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

Vice President  
\_\_\_\_\_  
Title

(Corporate Seal)



**BID FORM**

**PROJECT NUMBER: 2021-025555-R1**

**PROJECT NAME: Delray Health Clinic - Chiller 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. TOTAL QUOTE/BID AMOUNT** \$ 258,314.00

*Two Hundred Fifty-eight Thousand Three Hundred Fourteen Dollars and Zero Cents*  
Written amount \_\_\_\_\_

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

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

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

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

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

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

Addendum # 1 Dated 8/11/22 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum # 2 Dated 8/30/22 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.

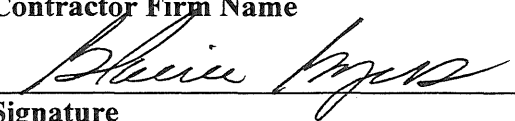
**QUOTE/BID PROVIDED BY:**

Air Mechanical & Service Corp

Contractor Firm Name

September 8, 2022

Date

  
Signature

Blaine Byers

Vice President

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: 2021-025555-R1

PROJECT NAME: Delray Health Clinic - Chiller Replacement (RE-BID)

DATE: September 1, 2022

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Air Mechanical & Service Corp.  
(hereinafter called "Principal"), and  
Westfield Insurance Company (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% amt bid), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Delray Health Clinic - Chiller Replacement (RE-BID), Project Number 2021-025555-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.***

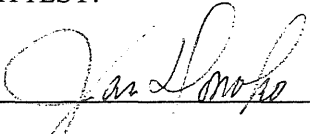
PROJECT NUMBER: 2021-025555-R1

PROJECT NAME: Delray Health Clinic - Chiller Replacement (RE-BID)

DATE: September 1, 2022

IN WITNESS WHEREOF, the said Air Mechanical & Service Corp.  
as "Principal" herein, has caused these presents to be signed in its name, by its Vice President  
Blaine Byers, and attested by its Administrative Assistant under  
the corporate seal, and the said Westfield Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-fact  
Kevin Wojtowicz, and attested by its corporate Seal, this 1st day of September A.D., 20 22

ATTEST:

  
\_\_\_\_\_  
Jan Donoho  
\_\_\_\_\_  
Print Name

TITLE: Principal Witness

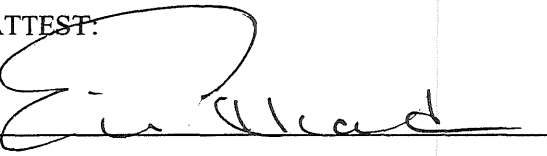
Air Mechanical & Service Corp.  
(Contractor Firm Name)

By:   
\_\_\_\_\_  
(Signature)

Blaine Byers, Vice President  
Print Name and Title:


(SEAL)

ATTEST:

  
\_\_\_\_\_  
Eileen Heard  
\_\_\_\_\_  
Print Name

TITLE: Surety Witness

Westfield Insurance Company  
(Surety Name)

By:   
\_\_\_\_\_  
(Signature)

Kevin Wojtowicz, Attorney-in-fact and  
Florida Licensed Resident Agent  
Print Name and Title:

(SEAL)

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

General  
Power  
of Attorney

POWER NO. 0994782 00  
Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

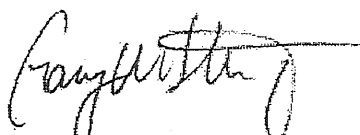
"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1 day of



  
Frank A. Carrino Secretary

Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

**ATTACHMENT "A"**

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

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

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

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

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

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

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

**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Delray Health Clinic - Chiller Replacement (RE-BID)

SOLICITATION/PROJECT/BID NO.: 2021-025555-R1

SOLICITATION OPENING/SUBMITTAL DATE: September 8, 2022

COUNTY DEPARTMENT: PBC Bid Submissions

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Air Mechanical & Service Corp ADDRESS: 2700 Avenue of the Americas  
Englewood, FL 34224

CONTACT PERSON: Blaine Byers PHONE NO.: 941-475-3715 E-MAIL: bbyers@amsco-ac.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 91%  
\*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE  MBE  WBE  SBE

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. <u>Air Mechanical &amp; Service Corp 2700 Avenue of the Americas Englewood, FL 34224 (941) 475-3715</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<u>91%</u>	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3. <u>Falcon Electric, Inc. 440 Roberts Road, Suite #5 Oldsmar, FL (813) 814-1816</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<u>4%</u>	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5. <u>Gulf Coast Mechanical Contractors, Inc 3356 Port Charlotte Boulevard Port Charlotte, FL (941) 235-8385</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	<u>5%</u>


(Please use additional sheets if necessary)

Total \_\_\_\_\_ 95% \_\_\_\_\_ 5%

Total Bid/Offer Price \$ 258,314.00

Total Certified S/M/WBE Participation \$ five percent

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

  
 Name & Authorized Signature Blaine Byers Title Vice President

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic 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: 2021-025555-R1

SOLICITATION/PROJECT NAME: Delray Health Clinic - Chiller Replacement(RE-BID)

Prime Contractor: AIR MECHANICAL & SERVICE CORP Subcontractor: GULF COAST MECHANIAL CONTRACTORS

**(Check box(s) that apply)**

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	LABOR				5%

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: FIVE PERCENT

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.

NA Price or Percentage: NA

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

AIR MECHANICAL & SERVICE CORP

Print Name of Prime

By:   
Authorized Signature

BLAINE BYERS

Print Name

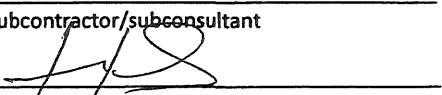
VICE PRESIDENT

Title

Date: AUGUST 31, 2022

GULF COAST MECHANICAL CONTRACTORS

Print Name of Subcontractor/subconsultant

By:   
Authorized Signature

PRESIDENT

Print Name

J. Gonzalez

Title

Date: AUGUST 31, 2022

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 2021-025555-R1  
 SOLICITATION/PROJECT NAME: Delray Health Clinic - Chiller Replacement(RE-BID)

Prime Contractor: AIR MECHANICAL & SERVICE CORP Subcontractor: FALCON ELECTRIC INC

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	<b>ELECTRICAL</b>				4%

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: FOUR PERCENT

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.

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

AIR MECHANICAL & SERVICE CORP

Print Name of Prime

By: *Blaine Byers*  
 Authorized Signature

BLAINE BYERS

Print Name

VICE PRESIDENT

Title

Date: AUGUST 31, 2022

FALCON ELECTRIC INC

Print Name of Subcontractor/subconsultant

By: *Bonnie Hall*  
 Authorized Signature

Bonnie Hall

Print Name

Vice President

Title

Date: AUGUST 31, 2022

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

Contact: Niri Maharajh, Capital Improvements Division  
Phone: (561) 233-0190  
Project Title: Delray Health Clinic - Chiller Replacement (RE-BID)  
Project #: 2021-025555-R1  
Project Location: 225 S. Congress Ave, Delray Beach, FL

**1. GENERAL**

- a. The work covered by this Request for Quote consists of furnishing 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 8:00 a.m. to 5:00 p.m. Monday through Friday and on weekends 8:00 a.m. to 5:00 p.m.
- 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 and twenty (120) days from 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. 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.
- g. Liquidated damages will accrue in the amount of \$120 per day.
- 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. Turnkey project to properly remove and dispose of the existing 100 ton York Air cooled chiller unit, and furnish/install a new Trane or Palm Beach County approved equal, as shown on Exhibit "1", including any modifications to piping required to accommodate the new unit's configuration.
- b. Test, remove, reinstall and test the fire alarm devices, when applicable.

- c. Provide and install new disconnect.
- d. Provide Manufacturer start-up. Document system pressures and running load amps.
- e. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Project Manager and the manufacturer's representative present.
- f. Connect chiller controller to existing building management system; verify system operations and ensure programming and communication are restored.
- g. Remove existing and install two (2) new chilled water pumps.
- h. Install new valves to the chilled water supply lines and the return lines for temp chiller.
- i. Install new expansion tank.
- j. Install new regulator.
- k. Insulate all of the new piping and new parts as required.

### **3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by York; 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. Contractor is responsible for providing owners' manuals for the provided/installed equipment at completion of project.

### **4. SUBMITTALS**

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

**5. EXISTING EQUIPMENT**

- a. Contractor shall be responsible for disposal of equipment.
- b. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- c. The FMD 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. Insulation must meet NAIMA standards.
- 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) 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. If approved, this 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. Provide manufacturer's standard one year warranty and manufacturer's 2<sup>nd</sup> year through 5<sup>th</sup> year extended parts and labor warranty on the entire chiller package.

13. **CLEAN UP**

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

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

14. **SECURITY**

**All bidders must have "Critical Facilities" badged employees prior to submitting bids.**

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

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

---

PROJECT NAME: Delray Health Clinic - Chiller Replacement (RE-BID)

PROJECT NUMBER: 2021-025555-R1

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 08/11/2022

**TO: Prospective Bidders**

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page.

**CHANGE TO IFQ/B ATTACHMENT C**

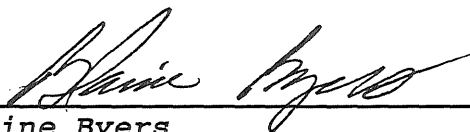
1. **2. SCOPE OF WORK**, modify items "c", "f", and "g" as follows:
  - c. Provide and install new disconnect (old disconnects to be left with PBC FMD).
  - f. Connect chiller controller to existing Johnson Controls EMS management system; verify system operations and ensure programing and communication are restored and responsive
  - g. Properly remove and replace two (2) new chilled water pumps (old pumps to be left with PBC FMD).
2. **2. SCOPE OF WORK**, insert items l - r" as follows:
  - l. Provide and install valves and flanges as needed for temporary chiller hook up connections.
  - m. Contractor to provide temporary chiller during change out to prevent service outage.
  - n. Replace with new all supply and return thermometers and pressure gauges at pumps and chiller.
  - o. Replace with new chemical pot feeder tank, to include new piping to chill water line.

Air Mechanical & Service Corp  
2700 Avenue of the Americas  
Englewood, FL 34224  
(941) 475-3715

- p. Replace with new weather covers over chill water pumps and motors.
- q. Replace with new all strainers at pumps and chiller.
- r. Replace Braided Stainless flange connection with new at chiller supply and return lines.

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:



Blaine Byers  
Vice President

END OF ADDENDUM



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

---

PROJECT NAME: Delray Health Clinic - Chiller Replacement (RE-BID)

PROJECT NUMBER: 2021-025555-R1

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: 08/30/2022

**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 1 page and 1 updated "Exhibit 1" (8/29/2022).

**CHANGE TO EXHIBIT 1: Page 2 of 16, under "Product Data - Air-Cooled Scroll" –**

- Remove "Copper fins with copper tubes" and replace with the following:

**"Aluminum fin with copper tube condenser coil."** Refer to page 2 of the attached Exhibit 1, dated 8/29/2022.


**CHANGE TO QUOTE/BID PACKAGE DUE DATE:**

- Replace due date of September 1, 2022 by 2:00 p.m. with the following:

**Due: September 8, 2022 by 2:00 p.m.**

**IT IS REQUIRED THAT THIS ADDENDUM NO. (2), 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:**

  
\_\_\_\_\_  
*Blaine Byers*  
Vice President

END OF ADDENDUM

ADDENDUM 2 OF 2



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2022

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 not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Baldwin Krystyn Sherman Partners LLC 4211 W Boy Scout Blvd Suite 800 Tampa FL 33607	License#: L002281	<b>CONTACT NAME:</b> Yaritza Soto <b>PHONE (A/C, No, Ext):</b> 239-931-3021 <b>FAX (A/C, No):</b> 239-931-5604 <b>E-MAIL ADDRESS:</b> yaritza.soto@bks-partners.com													
	<b>AIRMECH-01</b>	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zenith Insurance Co</td> <td>13269</td> </tr> <tr> <td>INSURER B : The Continental Insurance Co</td> <td>35289</td> </tr> <tr> <td>INSURER C : National Fire Insurance of Har</td> <td>20478</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zenith Insurance Co	13269	INSURER B : The Continental Insurance Co	35289	INSURER C : National Fire Insurance of Har	20478	INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
<b>INSURED</b> Air Mechanical & Service Corp. 4311 W Ida St. Tampa FL 33614															

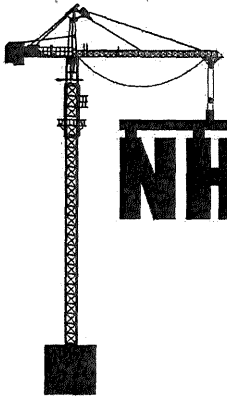
**COVERAGES**      **CERTIFICATE NUMBER:** 1510322350      **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7036334667	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000
C	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS ONLY <input checked="checked" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7036363120	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
B	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="checked" type="checkbox"/> RETENTION \$ 10,000			7036371301	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000
A	<input checked="checked" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z139757801	1/1/2023	1/1/2024	PER STATUTE <input checked="checked" type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							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)**  
Certificate Holder is included as Additional Insured with respect to General Liability and Auto Liability if required by written contract and subject to terms, conditions and exclusions of the policy.  
A Waiver of Subrogation applies to the general liability, auto liability, & workers compensation policies if required by written contract, and subject to terms, conditions, and exclusions of the policy.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
PBC Board of County Commissioners/o Capital Improvements 2633 Vista Parkway West Palm Beach FL 33411	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 



**NHC**

**NIELSON, WOJTOWICZ, NEU & ASSOCIATES**  
A NIELSON HOOVER GROUP COMPANY

**ACRISURE**  
AGENCY PARTNER

February 7, 2023

Niri Maharajh  
Facilities Development and Operations  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, FL 33411

RE: Bond No. 246506C  
Palm Beach County Board of County Commissioners, FL, Obligee  
Delray Health Clinic chiller replacement, as Project

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Date of Contract: \_\_\_\_\_

This letter is authorizing **Air Mechanical & Service Corp.**, as Principal, and/or **Palm Beach County Board of County Commissioners FL**, as Obligee, the authority to complete the Guarantee bond by dating the bond with the Substantial Completion date and Power of Attorney dates.

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,  
Westfield Insurance Company

Kevin Wojtowicz  
Attorney-in-Fact

1000 Central Avenue  
Suite 200  
St. Petersburg, FL 33705  
P: 727.209.1803  
F: 727.209.1335  
W: nielsonbonds.com

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 246506C

BOND AMOUNT \$258,314.00 (Two Hundred Fifty-eight Thousand Three Hundred Fourteen Dollars)

CONTRACT AMOUNT \$258,314.00 (Two Hundred Fifty-eight Thousand Three Hundred Fourteen Dollars)

CONTRACTOR'S NAME: Air Mechanical & Service Corp.

CONTRACTOR'S ADDRESS: 2700 Avenue of the America, Englewood FL 34224

CONTRACTOR'S PHONE: 941-475-3715

SURETY COMPANY: Westfield Insurance Company

SURETY'S ADDRESS: One Park Circle, P O Box 5001,  
Westfield Center OH 44251-5001

SURETY'S PHONE: PH: 330-887-0101

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: Delray Health Clinic – chiller replacement (re-bid)

PROJECT NUMBER: 2021-025555-R1

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

DESCRIPTION OF WORK: Remove and dispose of existing air cooled chiller unit and furnish/install new. Work Order 23-004 to Annual Contract R2020-0229 for HVAC

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
225 S. Congress Ave., Delray 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 \$258,314.00  
Two hundred fifty-eight thousand three hundred fourteen 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: Delray Health Clinic – chiller replacement (re-bid)  
Project No.: 2021-025555-R1  
Project Description: Remove and dispose of existing air cooled chiller unit and furnish/install new.  
Project Location: 225 S. Congress Ave., Delray 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 and disposing of existing air cooled chiller unit and furnish/install 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 January 27, 2023

Jan Donoho  
Witness Jan Donoho, AMSCO witness

Eileen Heard  
Witness Eileen Heard, Surety Witness

Air Mechanical & Service Corp.  
Principal (Seal)

Blaine Byers  
(Print Name and Title)  
Blaine Byers, Vice President

Westfield Insurance Company  
Surety (Seal)

Kevin Wojtowicz  
(Print Name and Title)  
Kevin Wojtowicz, Attorney-in-fact and  
Florida Licensed Resident Agent

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

**FIRST PAGE MUST BE COMPLETED**

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

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

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 0994782 00  
Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27<sup>th</sup> day of January A.D. 2020



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Air Mechanical & Service Corp. and Surety Name: Westfield Insurance Company


We the undersigned hereby guarantee that the (Delray Health Clinic – chiller replacement (re-bid); #2021-025555-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

Air Mechanical & Service Corp.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)  
Blaine Byers, Vice President  
\_\_\_\_\_  
(Print Name and Title)

Westfield Insurance Company  
(Surety Name) (Seal)

By:   
(Surety Signature)

Kevin Wojtowicz, Attorney-in-fact and  
Florida Licensed Resident Agent  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 0994782 00

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

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KEVIN WOJTCOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

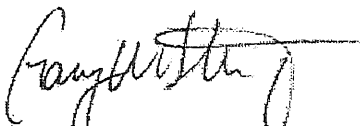
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In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed






State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.,



  
Frank A. Carrino, Secretary

REVISED

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

API: PRICE PREFERENCE

ANNUAL/TRADE: HVAC

MANDATORY  
PRE-BID DATE: 8/9/2022

PROJECT #: 2021-025555-R1

PROJECT MANAGER: <sup>NRI MAHARAJ</sup>  
~~David Lavinsky, FSPM~~

BID OPENING DATE: 9/8/2022

PROJECT NAME: Delray Health Clinic-Chiller Replacement (Rebid)

FIRM NAME	Air Mechanical & Service Corp	Cedars Electro-Mechanical, Inc.			
PRIME LOCATION	NON-LOCAL	LOCAL			
PRIME SBE STATUS	NON-SBE	S/WBE			
BID BOND	Yes	Yes			
BID	\$258,314.00	\$329,357.00			
ADDENDUM 1 SIGNED	✓	✓			
ADDENDUM 2 SIGNED	✓	✓			
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory			
SBE PARTICIPATION	0*	100%			
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory			
NOTES:	*Vendor listed 5%, but no sub is SBE certified				

**COMMENTS:** The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$258,314 + 10% = \$284,145.4) as per the re-ranking provision of the SBE Ordinance. The SBE's bid exceeds this amount, therefore, award is recommended to Air Mechanical & Service Corp.

Bid Documents Opened By (Print Name): Phyllis Lancaster Bid Documents Recorded By (Print Name): Gigi Jones

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

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

*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:

Air Mechanical & Service Corp

Michael Tubiolo, Assistant Director

10/12/22  
Date

Charlene LaMattina, Project Manager

10.6.2022  
Date

**POSTED**  
10-12-22

Annual Contract - HVAC #19601: Control Sheet

ATTACHMENT #5

PROJECT INFORMATION							DOLLARS		SBE PARTICIPATION			
APPROVAL DATE	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	% M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2021-025555-R1	Delray Health Clinic - chiller replacement (re-bid)	AMSC	\$258,314.00	23-004		\$12,930,797.09	\$69,202.91				
UNHIDE ROWS												
	<b>CAPACITY REMAINING</b>	<b>Total SBE \$</b>	<b>Total M/WBE \$</b>	<b>Cumulative SBE %</b>	<b>Cumulative M/WBE %</b>							
	\$17,446.98	3,658,790.51	2,430,231.64	28.18%	66.42%							
		<b>HVAC ANNUAL</b>	<b>FIRM</b>	<b>TOTAL WORK ORDERS</b>	<b>TOTAL SBE \$</b>	<b>CONTRACT CUMULATIVE SBE %</b>	<b>TOTAL M/WBE \$</b>	<b>CONTRACT CUMULATIVE M/WBE %</b>				
	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	\$827,493.00	\$ 820,606.00	99.17%	-	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	\$3,001,618.75	\$ 2,350,947.03	78.32%	2,359,951.64	100.38%				
	8	D.A.C. Air Conditioning Corp - R2020-0231	DAC	\$965,343.12	\$ 28,600.00	2.96%	-	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	\$3,482,762.92	\$ 141,745.64	4.07%	7,140.00	5.04%				
	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%				
		<b>Total</b>		<b>12,982,553.02</b>	<b>3,658,790.51</b>	<b>28.18%</b>	<b>2,430,231.64</b>	<b>66.42%</b>				



**AIR MECHANICAL & SERVICE CORP.**

2700 Avenue of the Americas  
Englewood, Florida 34224  
Phone 941-475-3715  
Fax 941-475-3725

June 21, 2021

**Palm Beach County Government  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604**

**Attn: David Lavinsky**

**Subject: Signature Authorization**

David,

**Blaine Byers has authorization to sign any and all paperwork necessary to complete projects on behalf of Air Mechanical & Service Corp, for the Palm Beach County Government.**

If further information is required, please contact me.

Sincerely,

**Mark Castellano  
VP/Branch Manager Englewood**