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

Meeting Date:	September	12, 2023
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[X] Consent [] Workshop

[ ] Regular[ ] Public Hearing

**Department: Facilities Development & Operations** 

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-007 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract (R2020-0021) with Florida Mechanical LLC (Contractor) in the amount of \$963,672 for the Criminal Justice Complex - Cooling Tower Replacement (Re-bid) project for a period of 120 calendar days from notice to proceed.

Summary: The work consists of furnishing all the equipment, tools, machinery, materials, supplies, labor, supervision and permits necessary to remove and replace two (2) cooling towers, No. 3 and No. 4, at the Criminal Justice Complex. The existing equipment has outlived its useful life. The new cooling towers 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 pregualification documents prior to the submission of the bid response. The Contractor will have 120 calendar days from notice to proceed 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 (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an 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 over \$100,000, the SBE price preference API was applied. The Contractor is a local firm. There is no SBE participation on this work order. To date, the overall SBE participation on the annual HVAC contract is 26.73%. Funding for this project is from the Public Building Improvement Fund and ARPA Response Replacement Fund. These are County ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 3 (MWJ)

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on May 11, 2023 and the Contractor submitted the lowest responsive and responsible bid of the four (4) bids received. The new cooling towers will be more efficient and provide years of dependable service.

### Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-007
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:	2000 1º agal Callo	8/09/23
	Department Director	Date
Approved by:	UBake	8/22/23

**County Administrator** 

Daté

### **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2023 20	24 2025	2026 2027
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County	<u>\$1,060,040</u>		
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$1,060,040</u> <u>-0-</u>	<u>0-</u>	<u>-0-</u>
Is Item Included in Current Budg Does this item include use of fede		Yes X Yes	No No
Budget Account No:			
<u>Fund 3804</u> <u>Dept 411</u> <u>Uni</u>	<u>B675-</u> it <u>0007</u> <b>Object</b>	<u>4907</u> \$288,024	
<u>Fund 1164 Dept 410 Un</u>	<u>107A-</u> it <u>05</u> Object	\$675,648 <u>4907</u> +Contingenc	У

CONSTRUCTION CONTINGENCY TOTAL

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

<u>\$</u>

\$ 963,672.00

\$1,060,039.20

96,367.20

Funding for this project will be from the Public Building Improvement Fund and ARPA Response Replacement Fund.

C. Departmental Fiscal Review

#### III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

1202

RÈ ct Development and Contro

B. Legal Sufficiency:

23 Assistant County Attorney

C. Other Department Review:

Department Director

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

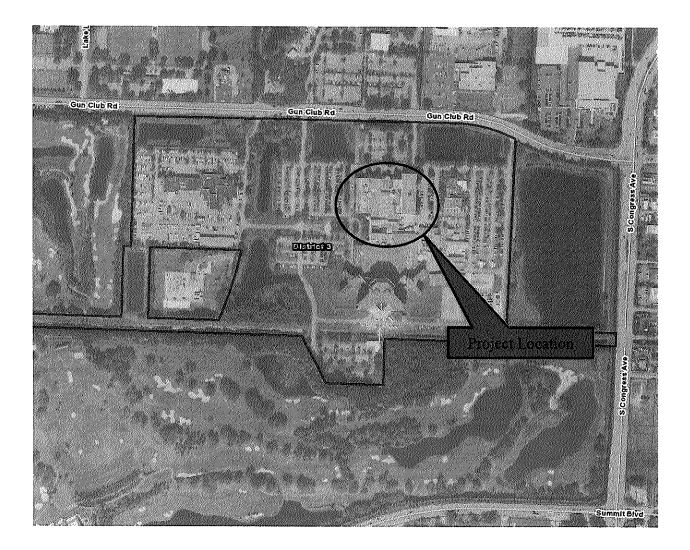
## **ATTACHMENT #1**

## **LOCATION MAP**

Project No: Project Name: Location:

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20172-R1 Criminal Justice Complex - Cooling Tower Replacement (Re-bid) 3228 Gun Club Road, West Palm Beach, Florida 33406



### BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/7/23 PHONE: 561-233-0266 PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager PROJECT TITLE: Criminal Justice Complex - cooling tower 3 & 4 replacement (re-bid) (Same as CIP or IST, if applicable) IST PLANNING NO.: ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#: REQUESTED AMOUNT: \$963,672.00 DATE: eFDO # / PROJECT NUMBER: 2020-013813 / 20172-R1 mo W.O. NUMBER: 6126/23 CSA or CHANGE ORDER NUMBER: SERVICE LOCATION: 3228 Gun Club Road, West Palm Beach, FL **BUILDING NUMBER: 117** CONSULTANT/CONTRACTOR: Florida Mechanical LLC (HVAC) PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace two (2) cooling towers - 3 & 4. 3804-411-13675-0007-4907 \$ 963,672.00 CONSTRUCTION N/A 22,500.00 - 6 H Sher N/A 96,367.20 1164-410-107A - 05-4907 \$ 288,024 PROFESSIONAL SERVICES \$ STAFF COSTS\* \$ EQUIP. / SUPPLIES \$ CONTINGENCY \$ \$ 675,648 TOTAL \$1,082,539.20

\* 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 NUMB	ER(S) (Specify distributi	on if more than one and ord	ler in which funds are to be used):
FUND:	DEPT:	UNIT: OBJ	:
IDENTIFY FUNDING SOUR	CE FOR EACH ACCO	UNT: (check <u>and</u> provide d	etail for <u>all</u> that apply)
Ad Valorem (Amount \$	)	Infrastructure Sales Tax	(Amount \$)
State (source/type:	Amount \$)	Federal (source/type:	(Amount \$)
Grant (source/type:	Amount \$ )	□ Impact Fees: ( <u>Amount S</u>	)
Other (source/type:	Amount \$)		
DEPARTMENT: BAS APPROVED BY: ENCUMBRANCE NUMBER:	FDro Sm She		 date <i>6/14/2023</i>

ATTACHMENT #2

#### WORK ORDER 23-007 TO ANNUAL CONTRACT R2020-0021 FOR HVAC PROJECT NAME: CRIMINAL JUSTICE COMPLEX – COOLING TOWER REPLACEMENT (RE-BID) PROJECT NO. 20172-R1

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

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 1/7/20 (R2020-0021) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

**2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$963,672.00 for the construction costs of removing and replacing two (2) cooling towers - 3 & 4 as set forth on the **Bid Form** attached hereto and incorporated herein by reference.

**3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days of notice to proceed. 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 4.07% 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

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

APIs Addenda 1-4 Bid Bond/Security Project Requirements Public Construction Bond Form of Guarantee Insurance Certificate(s)

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

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

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

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

Worker's Compensation and Employer's

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

The following General Condition is added to the General Conditions:

#### GC 83 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY</u>

**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.

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

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Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period. 83.3 Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

Project Name: Criminal Justice Complex – cooling tower replacement (re-bid) Project No. 20172-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

By:\_\_\_\_\_

Deputy Clerk

APPROVED AS TO LEGAL SUFFICIENCY

B٦ County (Attornev

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

By:\_

Gregg K. Weiss, Mayor

APPROVED AS TO TERMS AND CONDITIONS

1. again let Director - FD&O

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

WITNESS: FOR CONTRACTOR SIGNATURE

в 1 <sup>+</sup> -

Signature

Corinne Berry Name (type or print) CONTRACTOR: Florida Mechanical LLC

Signature

Kenneth Bolin Name (type or print)

Vice President/General Manager Title

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(Corporate Seal)

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

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#### **BID FORM**

#### PROJECT NUMBER: 20172-R1

### PROJECT NAME: Criminal Justice Complex - Cooling Tower 3 & 4 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) <u>Bid Security</u>. (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

Written amount Nine hundred sixty three thousand six hundred seventy two dollars

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

\$ 963,672.00

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

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

Form Rev. 10/18/21 Bid Form - NonFederal

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

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

Addendum # _	1	_dated_	3/28/23	Addendum # <b>2</b>	dated	3/30/23
Addendum #	3	_dated _	4/11/23	Addendum #4	dated	5/2/23

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.

<b>QUOTE/BID PROVIDED BY:</b>	Florida Mechanical LLC
5/11/23	Ken HBL
Date	Signature
	Kenneth Bolin Vice President
	D

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

Form Rev. 10/18/21 Bid Form - NonFederal

Donna Lynch	
From:	Donna Lynch
Sent:	Friday, May 26, 2023 4:50 PM
То:	'Brien Roy (Broy@flamech.com)'; 'Ken Morgan'; 'Debra Chalhoub - Cedars Electro- Mechanical, Inc. (debrac@cedarsinc.com)'; 'stepht@cedarsinc.com'; 'Angela Dunn'; 'Susan Stokes - (estimating@stokes.com)'; 'Susan Stokes - Stokes Mechanical Contractor, Inc. (ebarnes@stokes.com)'; 'Jane Lillie'; 'Blaine Byers'
Subject:	20172-R1 Criminal Justice Complex - Cooling Tower Replacement(RE-BID)
Attachments:	20172-R1 Bid Quotation approved.pdf
Contacts:	Brien Roy - Florida Mechanical LLC

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on May 11, 2023.

Please contact us with any questions and thank you for participating in our process.

Should you have any questions, please let us know.

Thanks,

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Donna Lynch Capital Improvements Division (CID) 2633 Vista Parkway, West Palm Beach, FL 33411 (561) 233-0292 DLynch@pbcgov.org

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

PROJECT NUMBER: PROJECT NAME: DATE:

Criminal Justice Complex - Cooling Tower 3 & 4 Replacement (RE-BID) MARCH 30, 2023

#### **BID BOND**

#### STATE OF FLORIDA

#### COUNTY OF PALM BEACH

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

20172-R1

(hereinafter called "Principal"), and <u>SWISS RE</u> <u>SOLUTIONS AMERICA INSURANCE CORPORATION</u> (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of <u>FIVE PERCENT OF THE AMOUNT BID</u> <u>Dollars,(\$\_5%-------), (which sum</u>

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: Criminal Justice Complex - Cooling Tower 3 & 4 Replacement (RE-BID), Project Number 20172-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: 20172-R1

# PROJECT NAME:Criminal Justice Complex - Cooling Tower 3 & 4 Replacement (RE-BID)DATE:MARCH 30, 2023

IN WITNESS WHEREOF, the said FLORIDA MECHANICAL LLC as "Principal" herein, has caused these presents to be signed in its name, by its , and attested by its under the corporate seal, and the said SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION as "Surety" herein, has caused these presents to be signed in its name, by its ATTORNEY-IN-FACT , and attested by its corporate Seal, this <u>30TH</u> day of MARCH, A.D., 2023 ATTEST: (SEAL) FLORIDA MECHANICAL LLC (Contractor Firm Name (Signature) Horsfield By: (Signature) Kemett Marga WANAGING TITLE: 0 Print Name and Title: ATTEST SWISS RE CORPORATE SOLUTIONS INSURANCE CORPOR AMERIÓ (Surety Name) DINIA CAVALIERE Print Name By: (Signature) D.W. MATSON III, ATTORNEY-IN-FACT TITLE: OFFICE MANAGER Print Name and Title:

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

#### SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC") SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC") WESTPORT INSURANCE CORPORATION ("WIC")

#### **GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

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

#### JOINTLY OR SEVERALLY

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

#### TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NUTIONS AMERICA	UNITIONS PREMER	Crefy avour,	
SEAL	SEAL	By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC	
1973 8 1973 8 1974 1974 1974 1974 1974 1974 1974 1974	Bol Assouth Bol	By Durth Jugarth	
A ROMAN	Holdson Andrews	Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC	
IN WITNESS WHER authorized officers	EOF, SRCSAIC, SRCSPIC, a	nd WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their	
this <u>10</u> day of	JANUARY 20 23		
		Swiss Re Corporate Solutions America Insurance Corporation	
State of Illinois	ss	Swiss Re Corporate Solutions Premier Insurance Corporation	
County of Cook		Westport Insurance Corporation	
and Senior Vice Presi SPCSPIC and Vice Pr	dent of SRCSPIC and Senior resident of WIC, personally k	_, before me, a Notary Public personally appeared <u>Erik Janssens</u> , Senior Vice President of SRCSAIC Vice President of WIC and <u>Gerald Jagrowski</u> , Vice President of SRCSAIC and Vice President of nown to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney be the voluntary act and deed of their respective companies.	
I, Jeffrey Goldberg, th	ne duly elected <u>Senior Vice Pr</u>	esident and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above a	and
IN WITNESS WHER	d correct copy of a Power of A EOF I have set my hand and	Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. affixed the seals of the companies this 30TH day of MARCH, 20 23.	
		Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC	
	and services and services of		

#### 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  $\boxtimes$ . Fillable pdfs of all EBO forms can be found on the OEBO website at <u>http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</u>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

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

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

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

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

Form Rev. 10/18/21 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing

OEBO	SCHEDULE 1		
SOLICITATION/PROJECT/BID NAME: Criminal Justice Complex- Cooling Tower	r Replacement (RE-BID) so	DLICITATION/	PROJECT/BID NO.: 20172-R1
SOLICITATION OPENING/SUBMITTAL DATE: <u>3/30/23</u>	COUNTY DEPARTMENT:	FDO	·
<b>Section A</b> PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK	K TO BE COMPLETED BY THE <u>PRIME C</u>	ONTRACTOR	/CONSULTANT* ON THE PROJECT:
NAME OF PRIME RESPONDENT/BIDDER: Florida Mechanical	ADDRESS: 36	615 Fiscal C	t Riviera Beach FL 33404
CONTACT PERSON: Brien Roy	PHONE NO.: 561.222.0405		-MAIL: Broy@Flamech.com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$794,364.00	Non-SBE MBE	E WBE	SBE
*SMWBE Primes must include their percentage or dollar amount in the Total Participation line	under section B.		5 

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

.

	(Check a	II Applicat	le Categorie	s)	•	DOLLAR AM	OUNT OR	PERCENTAGE	<u>OF WORK</u>	
Subcontractor/Sub consultant Name <u>DIRECTION</u> : List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	<u>MBE</u> Minority Business	<u>WBE</u> Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
Cilas Concrete Construction Inc 1. 14208 Shelley Rd N, West Palm Beach 33407 <u>VS0000028565</u>	X	Sec.		Iteres	* <b>p</b> ayanan ang ang ang ang ang ang ang ang ang	\$ <u>60,358.</u> 00				
Beyel Brothers Inc. 900 West 15th Street, Riviera Beach 33404 2. VC0000009738	X		S. Martin		• <u>-</u>	· · ·	•	\$ <u>10,900.</u> 00		
Pipelining Technologies Inc. 1616 North Florida Mango Road #C-11, West Palm Beach 33409 3: VC0000017825	X							\$98,050.00		
4.		1 1 1					- · ·			
5.					-					
(Please use additional sheets if necessary) Total Bid/Offer Price \$_963,672.00		•		Total		\$ <u>60,358.0</u> 0		108,950.00		
I hereby certify that the above information is accurate to the best of	f my knowle	dge:	Kenne	th Bolin	Hom	Certified S/M/W	BE Participation		Vice Presid	lent
				N	lame & Authoriz	ed Signature			Titl	e

1. 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.

- 2. 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.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

Note:

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: 20172-R1

SOLICITATION/PROJECT NAME:	Criminal -	Justice	<b>Complex-</b>	Cooling	Tower Replacen	nent (RE-BID	り

## Prime Contractor: Florida Mechanical LLC \_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_\_Subcontractor:\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor:\_\_\_\_\_\_Subcontractor\_\_\_\_\_\_Subcontractor\_\_\_\_\_\_Subcontractor\_\_\_\_\_Subcontractor\_\_\_\_\_SUBCO

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

The undersigned affirms th	ey are the following (select one	from each column <b>if ap</b>	plicable):	
Column 1	<u>Column 2</u>		•	<u>Column 3</u>
🖾 Male 🔲 Female	African-American/Bla	ick 🖽 Asian American	Caucasian American	🕅 Supplier
	🖽 Hispanic American	Native American		

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

Line Item	Item Description Unit P		Unit Price Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage	
1	Remove and replace (2) cooling towers per plans	\$794,364.00	1	None	\$794,364.00	
		-	· · · ·		•	
			-	· · · ·		
			-			
[						

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: **\$794,364.00** 

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

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

Florida Mechanical LLC Print Name of P ne By: Authorized Signature

Kenneth Bolin Print Name

Vice President	
Title	

Date: 5/11/23

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Print Name

Price or Percentage: \_\_\_\_

Title

Date: \_\_\_\_

<u>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.</u> 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: 20172-R1

SOLICITATION/PROJECT NAME:	<b>Criminal Justice</b>	Complex- Cooling	<b>Tower Replacement</b>	(RE-BID)

Prime (	Contractor	: Florida	Mechanical LLC	Subcontractor:	Cilas Concrete Construction Inc.	
(Check	box(s) tha	t apply)			·	
<b>⊡</b> SBE	🔲 WBE		M/WBE MNon-S/M/WBE	Date of Palm Beach Cour	nty Certification (if applicable):	

The undersigned affirms they are the following (select one from each column if applicable):					
Column 1	<u>Column 2</u>			<u>Column 3</u>	
Male Female	African-American/Blac	k 🖽 Asian American	Caucasian American	🕅 Supplier	
	Hispanic American	Native American		• • •	

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

Line Item	Item Description Unit Price Quantity/ Contingencies/ Units Allowances					
1	Remove exisitng concrete footers and install new footers per plans	\$60,358.00	1	None	\$60,358.00	
		÷				
				· · · · · · · · · · · · · · · · · · ·	· ·	
		-				
				· · · · · · · · · · · · · · · · · · ·		

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: **\$60,358.00** 

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

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

Price or Percentage:

The state Alles	haniaaluuc
Florida/Mec	
Print Name of Pr	men I
N I	
BV: Cont	TOM ST
-/- <del></del>	Authorized Signature
Kenneth Bo	lin
Print Name	

Vice President	
Title	

Date: 5/11/23

Cilas	Construction
Print Name of Subc	gatractor/subconsultant

By: \_ Authorized Signature Enol P Gilles

Print Name

Title

Date:

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: 20172-R1

SOLICITATION/PROJECT NAME:	<b>Criminal Justice</b>	<b>Complex-</b> Cooling	Tower Rep	placement (RE-BID)

### Prime Contractor: Florida Mechanical LLC \_\_\_\_\_\_Subcontractor: Beyel Brothers 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 t	hey are the following (select one from each column if applic	:able):	
<u>Column 1</u>	<u>Column 2</u>	· · · ·	Column 3
Male  Female	African-American/Black     Asian American	Caucasian American	Supplier
	Hispanic American Native American	-	

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Crane and rig (2) cooling towers as per plans	\$10,900.00	1	None	\$10,900.00
					,
· · ·					

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: <u>\$10,900.00</u>

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

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

**Price or Percentage:** 

Florida Mechanical LLC

Authorized Signature

Kenneth Bolin

Bv:

Title

Vice President

Date: 5/11/23

Beyel Brothers Inc.

Print Name of Subcontractor/subconsultant

By: Mike alspach

Authorized Signature Mike Alspach

Print Name

Account Manager Title

Date: 5/11/23

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: 20172-R1

SOLICITATION/PROJECT NAME: Criminal Justice Complex- Cooling Tower Replacement (RE-BID)	SOLICITATION/PROJECT NAME:	<b>Criminal Justice</b>	<b>Complex-Cooling</b>	Tower Rep	lacement (	RE-BID)
---	----------------------------	-------------------------	------------------------	-----------	------------	---------

Prime (	Contractor	- Florid	a Mechanical LLC	Subcontractor: Pipe Lining Technologies
{Check	box(s) tha	t apply)		
□SBE	□ WBE	ШМВЕ	M/WBE Non-S/M/WBE	Date of Palm Beach County Certification (if applicable):

 Column 1
 Column 2

 Column 1
 Column 2

 Column 2
 Column 2

 Column 2
 Column 2

rican 🖾 Supplier

Column 3

Hispanic American

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

Line Item Description		Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Line underground pipe	\$98,050.00	1	None	\$98,050.00
				· .	
				······	
			• •		
				· · · ·	

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

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

Florida Mechanical LLC Print Name o Drin Bv:

Authorized Signature

Kenneth Bolin Print Name

The House

Vice President

Date: 5/10/23

Price or Percentage:

Inc 125 Print Name of Subcontractor/su consultant Authorized Sign Print Name Title Date

#### CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - HVAC

Contact:Brian McNamara, Facilities Systems Project ManagerPhone:(561)233-0266Project Title:Criminal Justice Complex - Cooling Tower 3 & 4 Replacement (RE-BID)Project #:20172-R1Project Location:3228 Gun Club Road, West Palm Beach, FL

### 1. <u>GENERAL</u>

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract HVAC for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) calendar days from notice to proceed. 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.

### 2. SCOPE OF WORK

To furnish all equipment, tools, machinery, materials, supplies, labor, supervision, and permits necessary to remove and replace two (2) cooling towers - #3 and #4 per the project requirements provided below:

a. Remove two (2) existing cooling towers and install two (2) new cooling towers per Exhibit "1".

Page 1 of 4

- b. Demolish and remove all concrete footers and all metal support structures supporting the existing cooling towers.
- c. Demolish and remove all condenser water pipes between the cooling towers and condenser water pumps.

### 3. **PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Baltimore Aircoil Company. Substitutions require county's prior written approval. Prior to ordering, provide to the Project Manager, all equipment, material, cut sheets, and manufacturer's project data for acceptance by the County.

### 4. <u>SUBMITTALS</u>

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

Contractor to properly dispose of all existing equipment and materials, following all federal, state and local guidelines

#### 6. <u>MATERIALS</u>

- 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.
- c. Contractor is responsible for providing any required hangers, supports, tiedowns, etc. required to provide complete installation.



### 7. <u>TEMPORARY PROTECTION</u>

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. <u>WARRANTY</u>

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

#### 13. <u>CLEAN UP</u>

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

Page 3 of 4

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

#### 14. **SECURITY**

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

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

Page 4 of 4

••••

PROJECT NAME: Criminal Justice Complex-Cooling Tower Replacement (RE-BID)

PROJECT NUMBER: 20172-R1

#### ADDENDUM NUMBER: ONE

#### DATE OF ISSUANCE: 3/28/2023

#### **TO: Prospective Bidders**

1.

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

#### CHANGE TO BID/QUOTATION FORM:

Change bid due date from " March 30, 2023 by 2:00 PM" to read "April 13, 2023 by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT: Brien Roy

END OF ADDENDUM

ADD 1 of 1

PROJECT NAME: Criminal Justice Complex-Cooling Tower Replacement (RE-BID)

PROJECT NUMBER: 20172-R1

### ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 3/30/2023

#### **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) pages and one (1) attachments.

### CHANGE TO IFQ/B ATTACHMENT C

1. <u>2. SCOPE OF WORK</u>, delete in its entirety Exhibit "1" and replace with the following:

Exhibit "1" Revised.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:	Brien	Ron	

END OF ADDENDUM

ADD2-1

PROJECT NAME: Criminal Justice Complex-Cooling Tower Replacement (RE-BID)

PROJECT NUMBER: 20172-R1

#### ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 4/11/2023

#### 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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

#### CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "April 13, 2023 by 2:00 PM" to read "May 11, 2023 at 2:00 PM".

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: Brien Roy

END OF ADDENDUM

ADD 3 of 1

PROJECT NAME: Criminal Justice Complex-Cooling Tower Replacement (RE-BID)

PROJECT NUMBER: 20172-R1

### ADDENDUM NUMBER: FOUR

DATE OF ISSUANCE: 5/2/2023

#### **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) pages and one (1) attachments.

### CHANGE TO IFQ/B ATTACHMENT C

1. EXHIBIT, delete C and M drawings in Exhibit "1" and replace with the following:

Exhibit "1R" (Structural plans in Exhibit "1" are to stay the same).

IT IS REQUIRED THAT THIS ADDENDUM NO. FOUR (4), <u>AND ANY PREVIOUSLY</u> <u>ISSUED ADDENDUM(S)</u>, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

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

### END OF ADDENDUM

ADD4-1

Print Date 8/2/2023 8:24:24 AM

Евух

#### 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
DX00000560	Florida Mechanical LLC		Compliant					19601	HVAC Annual Contract
		A+g , XV	Zurich American Insurance Company	BAP353819701	7/1/2023	7/1/2024	Auto Liability		
		A++r , XIV	Landmark American Insurance Company	LHA098547	7/1/2023	7/1/2024	Excess Liability		
		A+g , XV	Zurich American Insurance Company	GLO353819601	7/1/2023	7/1/2024	General Liability		
		A+g , XV	Zurich American Insurance Company	WC353819501	7/1/2023	7/1/2024	Workers Comp		
Risk Profile :	Standard - Construction Service	vices							

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Required Additional Insured : Palm Beach County Board of County Commissioners

**Ownership Entity** :

Page 1 of 1



July 18, 2023

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

RE:Florida Mechanical, LLC – Authorization LetterPROJECT:CRIMINAL JUSTICE COMPLEX – COOLING TOWER REPLACEMENT<br/>Project No.: 20172-R1BOND NO:3303252

To Whom It May Concern:

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

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

Sincerely,

D. W. Matson III

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



### **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint: D.W. Matson, III; John W. Charlton

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

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

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

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this <u>23rd</u> day of <u>Jüly</u>. <u>2020</u>.

RANCE histra -D. Weld Attest: m Christina D. Welch, President Christopher Shoucair, EVP, CFO, Treasurer, Secretary SEAL FCCI Insurance Company 174 **FCCI Insurance Company** CONOT

State of Florida County of Sarasota

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

My commission expires: 2/27/2027

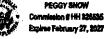


Leggo Snow Notary Public

#### State of Florida County of Sarasota

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

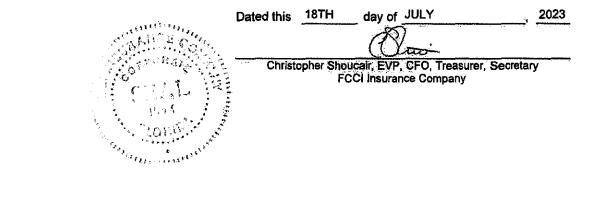
My commission expires: 2/27/2027



Reggy Snow Notary Public

#### CERTIFICATE

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



1-IONA-3592-NA-04, 7/2021

### PUBLIC CONSTRUCTION BOND

BOND NUMBER	330325	2
BOND AMOUNT	\$963,6	72.00
CONTRACT AMOUN	Т	\$963,672.00
CONTRACTOR'S NAI	ME:	FLORIDA MECHANICAL LLC
CONTRACTOR'S ADI	DRESS:	3615 FISCAL COURT, RIVIERA BEACH, FL 33404
CONTRACTOR'S PHO	ONE:	561-863-3606
SURETY COMPANY:		FCCI INSURANCE COMPANY
SURETY'S ADDRESS	*	6300 UNIVERSITY PARKWAY
		SARASOTA, FL 34240
SURETY'S PHONE:		800-226-3224
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER'S PHONE:		(561) 233-0261
PROJECT NAME: <u>C</u>	<u>Criminal</u>	Justice Complex - cooling tower 3 & 4 replacement (re-bid)
PROJECT NUMBER:	20172-	<u>R1</u>
CONTRACT NUMBER	(to be p	provided after Contract award);
DESCRIPTION OF WO	RK:	Remove and replace two (2) cooling towers - 3 & 4.
		······································
PROJECT ADDRESS, P		LEGAL DESCRIPTION:
3228 Gun Club F		st Palm Beach
<u>,</u>		

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

Form Rev. 8/24/20 Public Construction Bond

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Page 1 of 3

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#### 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 \$963,672.00 Nine hundred sixty-three thousand six hundred seventy-two 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: Criminal Justice Complex – cooling tower 3 & 4 replacement (re-bid) Project No.: 20172-R1 Project Description: Remove and replace two (2) cooling towers – 3 & 4 Project Location: 3228 Gun Club Rd., 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 and replacing two (2) cooling towers -3 & 4, 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

Form Rev. 8/24/20 Public Construction Bond

Page 2 of 3

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\_\_.

FLORIDA MECHANICA Principal (Print Name and Title) Kenneth Morcan , MALACING MEMBER FCCI INSURANCE COMPANY Surety (Seal) (Print Name and Title) D.W. MATSON III, ATTORNEY-IN-FACT

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

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Form Rev. 8/24/20 Public Construction Bond

Page 3 of 3



### **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint: D.W. Matson, III; John W. Charlton

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

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

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

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this <u>23rd</u> day of <u>July</u>, <u>2020</u>.

Attest:	Christian D. Well	SUBANCE COL	- Ouri
	Christina D. Welch, President FCCI Insurance Company	SEAL	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company
State of Florid	Ċ.	The second s	

State of Florida County of Sarasota

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

My commission expires: 2/27/2027



Cleggy Snow Notary Public

State of Florida County of Sarasota

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

My commission expires: 2/27/2027



Puggo Snow

Notary Public

#### CERTIFICATE

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	POR	d this day of,
-04, 7/2021	SEAL ANNA	Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

#### GUARANTEE FOR Contractor Name: FLORIDA MECHANICAL LLC Name: FCCI INSURANCE COMPANY

and Surety

We the undersigned hereby guarantee that the (Criminal Justice Complex – cooling tower 3 & 4 replacement (re-bid); #20172-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

#### DATED

(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

FLORIDA MECHANICAL	
	Contraction of the second s
(Contractor Name)	(Seal)
ву:/ЦЛ//	
(Contractor Signatu	re)
(Print Name and Title)	MANAGING NAMBER.
(Print Name and Title)	IVINE VE/NBE/
FCCI INSURANCE COMPANY	South States
(Surety Name)	(Seal)
By:	
(Surety Signature)	
D.W. MATSON III, ATTORNEY-I	N-FACT
(Print Name and T	l'itle)

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

Form Rev. 03/19/20

Page 1 of 1



### **GENERAL POWER OF ATTORNEY**

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint: D.W. Matson, III; John W. Charlton

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In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this <u>23rd</u> day of July , 2020.

motor (Doli Attest:  $\pi$ Christina D. Welch, President Christopher Shoucair. SEAT FCCI Insurance Company EVP, CFO, Treasurer, Secretary 199 FCCI Insurance Company 20810

State of Florida County of Sarasota

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

My commission expires: 2/27/2027



Rugon Snow

State of Florida County of Sarasota

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

My commission expires: 2/27/2027



#### PEGGY SNOW Commission 5 111 325535 Expires February 27, 2027

Ruggo Snow Notary Public

#### CERTIFICATE

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Dated this day of 100 Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

## **ATTACHMENT #4**

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

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 3/7/2023

PROJECT #: 20172-R1 PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager BID OPENING DATE: 5/11/2023

PROJECT NAME: Criminal Justice Complex-Cooling Tower Replacement (RE-BID)

FIRM NAME	Florida Mechanical LLC	Cedars Electro- Mechanical, Inc.	Air Mechanical & Service Corp	E. C. Stokes Mechanical Contractors. Inc.	
PRIME LOCATION	LOCAL	LOCAL	NON-LOCAL	LOCAL	
PRIME SBE STATUS	NON-SBE	SBE	NON-SBE	NON-SBE	
BID BOND	Yes	Yes	Yes	Yes	
BID	\$963,672.00	\$1,045,573.00	\$1,150,000.00	\$1,468,330.00	
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 4	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
SBE SCHEDULE 1 (Lists the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)	Satisfactory	Subcontractor(s) not listed on Schedule 1	Satisfactory	Satisfactory	
SBE PARTICIPATION	0%	94.01%	0%	10.25%	
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	Did not provide separate Schedule 2 for subcontractor(s)	Satisfactory	Satisfactory	
NOTES:		non-responsive to EBO Ordinance			

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$963,672 + 10% = \$1,060,039.20) pursuant to Sec. 2-80.27. of the Equal Business Opportunity Ordinance reranking provision. The Bid amount is not changed as the 10% calculation is only utilized for the purpose of determining the SBE Price Preference. Although the SBE's bid amount is within the 10% threshold, Cedars Electro-Mechanical, Inc. is non-responsive to the EBO Ordinance. Therefore, award is recommended to Florida Mechanical LLC.

Bid Documents Opened By (Print Name): Rachel Richards

\_\_\_\_Bid

Bid Documents Recorded By (Print Name): Donna Lynch

YES

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed.

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

YES

The recommended firm is registered in VSS. YES

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:

5.26.2023

Charlene La Mattina, Project Manager

Date

Gigi Jones, Contracts Manager Date

## ATTACHMENT #5

#### ANNUAL CONTRACT - HVAC #19601: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 1/7/2020) HVAC CONTRACT Expires 1/6/2025 Board Item - Increase Capacity (1/12/2021) (Amendment #1) Board Item - Increase Capacity (4/5/2022) (Amendment #2) Board Item - Increase Capacity (3/14/2023) (Amendment #3)						\$23,000,000.00 \$5,000,000.00 \$3,000,000.00 \$5,000,000.00 \$10,000,000.00					
	PROJECT IN					DOLLARS		SBE PARTICIPATION			
PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLE MENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
2 3 4 5 6 7 7 8	Criminal Justice Complex - cooling tower 3 & 4 replacement (re-bid)	Florida	\$963,672.00	23-007		\$13,273,570.47	\$9,726,429.53	\$0.00			
	NAME OF FIRM / CONTRACT R#		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
	1 Air Conditioning Filters Plus, Inc.		Air Conditioning	\$0.00	\$-		-	1			
	2 Air Handlers of the Palm Beaches, Inc R2022-0185		Air Handlers	\$0.00	\$-		-				
	Air Mechanical & Service Corp - R2020-0229		AMSC	\$976,614.00	\$-	0.00%	-				
	4 The Airtex Corporation - R2020-0236		Airtex	\$740,656.00	\$ 733,769.00	99.07%	-	0.00%			1
	5 Bradley Heating & Air Conditioning, Inc R2021-0059		Bradley	\$0.00	\$ -		-				
	Breezy Cool Air Conditioning Inc R2022-0845		Breezy	\$0.00	\$ -		-		1		
	CT/HX Services, LLC - R2022-0698		CT/HX	\$0.00	\$ -		-				
	Cedars Electro-Mechanical, Inc R2020-0019		Cedars		\$ 2,306,370.75	80.67%	2,227,675.36	96.59%	Address (Bookstein Portugal)		1
	D.A.C. Air Conditioning Corp - R2020-0231		DAC	\$974,695,97	\$ 28,600.00	2.93%	*	0.00%			1
10	10 E.C. Stokes Mechanical Contractors, Inc R2020-0232 11 Farmer & Irwin Corp R2020-0020		Stokes	\$793,157.66	\$ 142,274.84	17.94%	**	0.00%			1
11			Farmer	\$880,943.00	\$ 147,577.00	16.75%	49,900.00	33.81%			
	12 Florida Mechanical LLC - R2020-0021		Florida		\$ 162,545.64	4.07%	7,140.00	4.39%		1	
13	13 Johnson Controls, Inc R2021-1795		Johnson	\$0.00	\$ -		-				
14	Key Mechanical Services, Inc.		Key	\$0.00	\$ -		-				
15	Koldaire, Inc R2020-0233		Koldaire	\$0.00	\$ -		-			1	
16	Page Mechanical Group, Inc. R2021-1061		Page	\$0.00	\$ -					1	
	Precision Air System, Inc R2020-0022		Precision	\$1,122,545.07	\$ 13,800.00	1.23%		0.00%		1	
18	Quantum Mechanical, LLC - R2020-0234		Quantum	\$0.00	\$ -		<u> </u>				
19	Sailfish Mechanical - R-2020-0235		Sailfish	\$0.00	\$ -		-				
20	Thermal Concepts, Inc R2020-0237		Thermal		\$ 7,180.00	0.96%	7,180.00	100.00%			
	Thermo Air, Inc R2020-0023		Thermo Air		\$ 6,060.00	3.33%	6,060.00	100.00%			
				13,273,570.47	3,548,177.23	26.73%	2,297,955.36	The set of the second second second second second			