

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

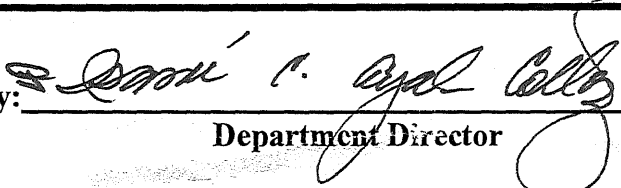
**Motion and Title: Staff recommends motion to approve:** Work Order No. 23-014 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract (R2020-0021) with Florida Mechanical LLC (Contractor) in the amount of \$772,731 for the Palm Beach County (PBC) Graphics-HVAC Replacement project for a period of 160 calendar days from notice to proceed.

**Summary:** The work consists of furnishing all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove and replace the HVAC units at the PBC Graphics Facility. The existing equipment is original to the building construction and has outlived its useful life. The new HVAC units 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 160 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 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 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. The SBE participation on this work order is 14.28%. To date, the overall SBE participation on the annual HVAC contract is 27.51%. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 2 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. This project was previously solicited and one (1) responsive and responsible bid was received on November 17, 2022 however the solicitation was required to be cancelled due to the single bid being over available funds. Additional funding was included in the Fiscal Year (FY) 2024 budget and the project was resolicited. A single responsive and responsible bid was received for this project which was opened on August 31, 2023. Capital Improvements Division staff reviewed the bid and found it to be reasonable and within the budget estimate. A single bid is being recommended given the condition and age of the units, the current lack of proper cooling capacity, the risk it carries to the new printer PBC Graphics has acquired and the long lead times that are being experienced for HVAC equipment delivery. The new HVAC units will be more efficient and provide years of dependable service.

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-014
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:       12/13/23  
Department Director      Date

Approved by:       1/5/24  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
Capital Expenditures	\$772,731	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$772,731</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   X   No         
 Is this item using Federal Funds? Yes        No   X    
 Is this item using State Funds? Yes        No   X  

**Budget Account Nos.:**

**Fund** 3804 **Dept** 411 **Unit** B764 **Object** 4907 \$500,000  
**Fund** 3804 **Dept** 411 **Unit** B666-0008 **Object** 4907 \$190,570  
**Fund** 3804 **Dept** 411 **Unit** B675-0053 **Object** 4907 \$82,161

CONSTRUCTION \$772,731.00  
 CONTINGENCY \$ 0.00  
 TOTAL \$772,731.00

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

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

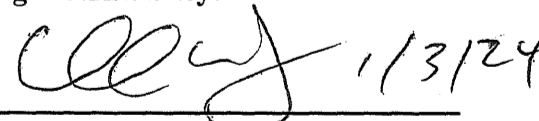
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 OFMB 9A 12/15 12-15-23  
 Contract Development and Control 12/21/23

**B. Legal Sufficiency:**

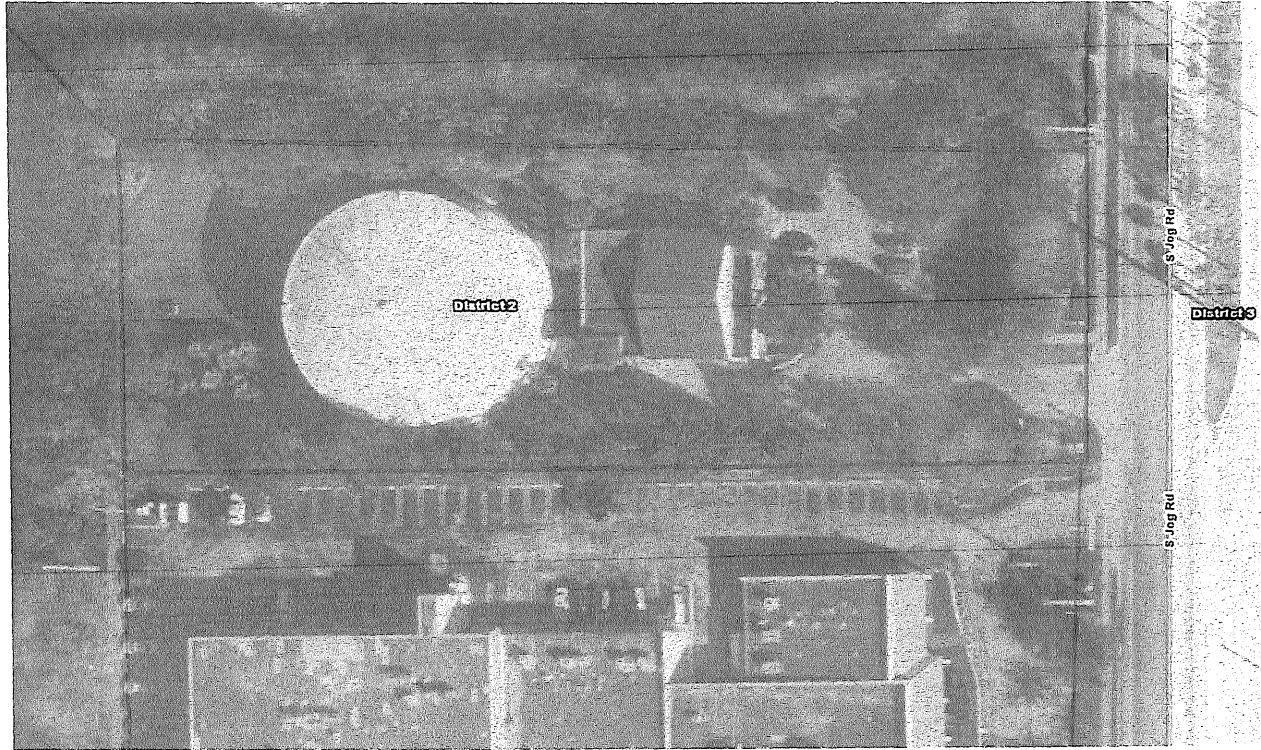
 1/3/24  
 Assistant County Attorney

**C. Other Department Review:**

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

## LOCATION MAP

**Project No:** 2020-034996  
**Project Name:** Palm Beach County Graphics-HVAC Replacement  
**Location:** 1701 S. Jog Road, Greenacres, Florida 33413



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 9/22/23    PHONE: 561-233-0266  
 PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager  
 PROJECT TITLE: Palm Beach County Graphics – HVAC replacement  
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:  
 BCC RESOLUTION#:

REQUESTED AMOUNT: \$772,731.00

DATE:

✓ eFDO # / PROJECT NUMBER: 2020-034996

*D. Hobbs*  
 9-25-23

W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 1701 S. Jog Rd., Greenacres

*MO*  
 10/6/23

BUILDING NUMBER: 1562

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 replace HVAC units per engineered drawings and specifications.

CONSTRUCTION	\$772,731.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 19,360.00 <i>K. Glen</i>
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$792,091.00 ✓
	<i>\$ 772,731.00</i>

\* 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: *13764*    OBJ: *4907 - \$500,000.00*  
*3804*    *411*    *13666-000*    *4907 - 190,570.00*  
*3804*        *13675-0053*    *4907 - 82,161.00*

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: *K. Glen*

DATE *10/1/2023*

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

*K. Glen*  
 11/28/2023

Project Name: Palm Beach County Graphics – HVAC replacement  
Project No. 2020-034996

**WORK ORDER 23-014 TO  
ANNUAL CONTRACT R2020-0021  
FOR HVAC  
PROJECT NAME: PALM BEACH COUNTY GRAPHICS – HVAC REPLACEMENT  
PROJECT NO. 2020-034996**

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

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

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$772,731.00** for the construction costs of replacing HVAC units per engineered drawings and specifications 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 **160** calendar days from 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 5.73% SBE subcontracting participation on this Contract. Contractor will provide 14.28% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2  
APIs

Project Name: Palm Beach County Graphics – HVAC replacement  
Project No. 2020-034996

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

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

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

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

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

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

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

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

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

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

Project Name: Palm Beach County Graphics – HVAC replacement  
Project No. 2020-034996

*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: Palm Beach County Graphics – HVAC replacement  
Project No. 2020-034996

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

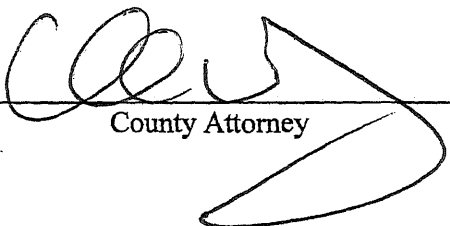
PALM BEACH COUNTY, a political  
subdivision of the State of Florida, BOARD  
OF COUNTY COMMISSIONERS

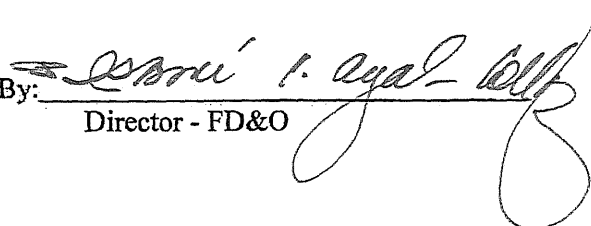
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

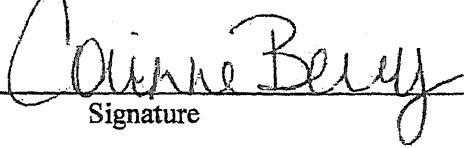
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O



Project Name: Palm Beach County Graphics – HVAC replacement  
Project No. 2020-034996


WITNESS: FOR CONTRACTOR  
SIGNATURE

  
Signature

Corinne Berry

Name (type or print)

CONTRACTOR: Florida Mechanical LLC

  
Signature

Kenneth Bolin

Name (type or print)

Vice President/General Manager  
Title

(Corporate Seal)

**BID FORM**

PROJECT NUMBER: 2020-034996

PROJECT NAME: Palm Beach County Graphics - HVAC Replacement

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

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

**THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR**

1. TOTAL QUOTE/BID AMOUNT \$ 772,731.00

Written amount Seven hundred seventy two thousand seven hundred thirty one dollars

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

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

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

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar

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

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

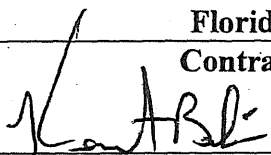
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

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

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

**QUOTE/BID PROVIDED BY:**

8/31/23  
Date

Florida Mechanical  
Contractor Firm Name  
  
Signature

Kenneth Bolin Vice President  
Print Name and Title

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

## Donna Lynch

---

**From:** FDO-CID-Bids  
**Sent:** Wednesday, September 13, 2023 10:23 AM  
**To:** 'Brian Roy'  
**Cc:** Brian Mcnamara; Phyllis Lancaster  
**Subject:** 2020-034996 Palm Beach County Graphics - HVAC Replacement  
**Attachments:** 2020-034996 - Bid Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on August 31, 2023.

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

Thanks,



Donna Lynch  
*Capital Improvements Division (CID)*

📍 2633 Vista Parkway,  
West Palm Beach, FL 33411

☎️ (561) 233-0292

✉️ [DLynch@pbcgov.org](mailto:DLynch@pbcgov.org)

Need Forms? Click on the link below.  
[Capital Improvements Forms](#)

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

PROJECT NUMBER: **2020-034996**  
PROJECT NAME: **Palm Beach County Graphics - HVAC Replacement**  
DATE: **AUGUST 31, 2023**

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, FLORIDA MECHANICAL LLC  
(hereinafter called "Principal"), and FCCI 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 THE AMOUNT BID  
Dollars, (\$ 5% -----), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Palm Beach County Graphics - HVAC Replacement, Project Number 2020-034996**, 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: 2020-034996  
PROJECT NAME: Palm Beach County Graphics - HVAC Replacement  
DATE: AUGUST 31, 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 FCCI INSURANCE COMPANY 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 31ST day of AUGUST, A.D., 20 23.

ATTEST:

[Signature]  
(Signature)

ROBERTA HORSTFIELD  
Print Name

TITLE: OFFICE MANAGER

(SEAL)

FLORIDA MECHANICAL LLC  
(Contractor Firm Name)

By: [Signature]  
(Signature)

KENNETH MORGAN, MANAGING MEMBER  
Print Name and Title:



ATTEST:

[Signature]  
(Signature)

DINIA CAVALIERE  
Print Name

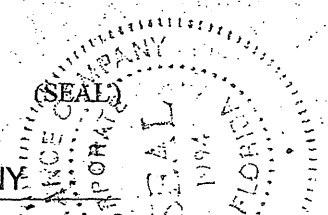
TITLE: OFFICE MANAGER

(SEAL)

FCCI INSURANCE COMPANY  
(Surety Name)

By: [Signature]  
(Signature)

JOHN W. CHARLTON, ATTORNEY-IN-FACT  
Print Name and Title:



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



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 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company

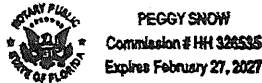


Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

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

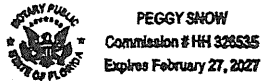


Peggy Snow, Notary Public

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

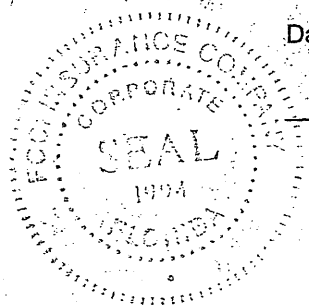


Peggy Snow, Notary Public

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.

Dated this 31ST day of AUGUST, 2023



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

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

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

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

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

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

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

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



**OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: Palm Beach County (PBC) Graphics - HVAC Replacement

SOLICITATION/PROJECT/BID NO.: 2020-034996

SOLICITATION OPENING/SUBMITTAL DATE: 8/31/23

COUNTY DEPARTMENT: FDO

**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: Florida Mechanical, LLC.

3615 Fiscal Ct Riviera Beach FL 33404

ADDRESS:

CONTACT PERSON: Brien Roy

PHONE NO.: 561.222.0405

E-MAIL: Broy@flamech.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$496,857.00

\*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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. DCS Electric 16389 - 77th Trl N, PALM BEACH GARDENS 33418 VS0000002364	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$79,545.00	
2. Cilas Concrete Construction Inc 4208 Shelley Rd N, West Palm Beach 33407 VS0000028565	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$35,504.00		
3. WISCH & JACKSON CO. OF FLORIDA, INC. 861 Jupiter Park Dr, Jupiter 33458-8954 VC0000104747	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$30,825.00			
4. Spadaro Mechanical, Inc. 6444 Robinson St, Jupiter 33458 VS0000002615	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$130,000.00		
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

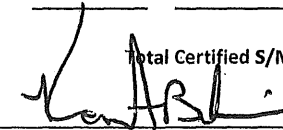
(Please use additional sheets if necessary)

Total \$30,825.00 \$245,049.00 \$496,857.00

Total Bid/Offer Price \$ 772,731.00

Total Certified S/M/WBE Participation \$ 110,370.00

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



Vice President

Name & Authorized Signature

Title

- 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: 2020-034996

SOLICITATION/PROJECT NAME: Palm Beach County Graphics - HVAC Replacement

Prime Contractor Florida Mechanical

Subcontractor: DCS Electric

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

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

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

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

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

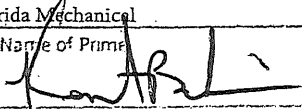
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
<b>I</b>	Disconnect/Reconnect electrical circuits as noted on plans	\$79,545.00	1	N/A	\$79,545.00

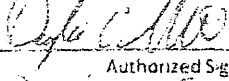
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage. \$79,545.00

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.

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

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

Florida Mechanical  
 Print Name of Prime  
 By:   
 Authorized Signature  
Kenneth Bolin  
 Print Name  
 Vice President  
 Title  
 Date 8/31/23

DCS Electric Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Douglas C. Smith  
 Print Name  
HR Product of DCS Electric, Inc.  
 Title  
 Date 9/3/2023

**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: **2020-034996**  
 SOLICITATION/PROJECT NAME: **Palm Beach County Graphics - HVAC Replacement**

Prime Contractor: **Florida Mechanical** Subcontractor: **Cilas Construction**

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

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

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

<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.

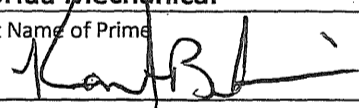
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
<b>1</b>	<b>New Concrete Unit Pad</b>	<b>\$35,504.00</b>	<b>1</b>	<b>0</b>	<b>\$35,504.00</b>

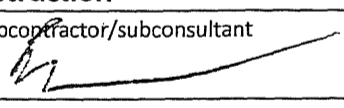
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$35,504.00**

**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.**

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

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

**Florida Mechanical**  
 Print Name of Prime  
 By:   
 Authorized Signature  
**Kenneth Bolin**  
 Print Name  
**Vice President**  
 Title  
 Date: **8/25/23**

**Cilas Construction**  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
**Enol P, Gilles**  
 Print Name  
**General Manager**  
 Title  
 Date: **8/25/23**

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2020-034996

SOLICITATION/PROJECT NAME: Palm Beach County Graphics- HVAC Replacement

Prime Contractor: Florida Mechanical Subcontractor: Wisch & Jackson of Florida, Inc.

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

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/13/21

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 checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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

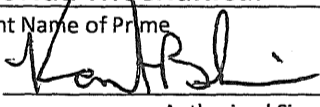
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Replace controls for two AHU split-systems	\$30,825	1	0	\$30,825

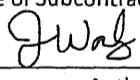
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$30,825

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

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

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

Florida Mechanical  
 Print Name of Prime  
 By:   
 Authorized Signature  
Kenneth Bolin  
 Print Name  
Vice President  
 Title  
 Date: 8/31/23

Wisch & Jackson of Florida, Inc.  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
John Walz  
 Print Name  
Sales Engineer  
 Title  
 Date: 8/30/23

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: **2020-034996**

SOLICITATION/PROJECT NAME: **Palm Beach County Graphics - HVAC Replacement**

Prime Contractor: **Florida Mechanical** Subcontractor: **Spadaro Mechanical**

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

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

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

<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	

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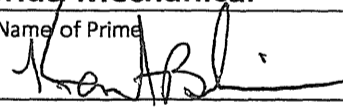
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
<b>1</b>	<b>Sheet metal ductwork installation</b>	<b>\$130,000.00</b>	<b>1</b>	<b>N/A</b>	<b>\$130,000.00</b>


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: **\$130,000.00**

**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.**

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

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

**Florida Mechanical**  
 \_\_\_\_\_  
 Print Name of Prime  
 By:   
 \_\_\_\_\_  
 Authorized Signature  
**Kenneth Bolin**  
 \_\_\_\_\_  
 Print Name  
**Vice President**  
 \_\_\_\_\_  
 Title  
 Date: **8/31/23**

**Spadaro Mechanical**  
 \_\_\_\_\_  
 Print Name of Subcontractor/subconsultant  
 By:   
 \_\_\_\_\_  
 Authorized Signature  
**Jeffery Spadaro**  
 \_\_\_\_\_  
 Print Name  
**Owner**  
 \_\_\_\_\_  
 Title  
 Date: **8/31/23**

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

Contact: Brian McNamara, Facilities Systems Project Manager  
Phone: (561)233-0266  
Project Title: Palm Beach County Graphics - HVAC Replacement  
Project #: 2020-034996  
Project Location: 1701 South Jog Road, Greenacres, FL

**1. GENERAL**

- 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 7:30 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 sixty (160) 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 replace HVAC units per the engineered drawings and specifications provided in Exhibits "1", and "2".

**3. PRODUCT INFORMATION**

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

components for acceptance by the County prior to ordering.

**4. SUBMITTALS**

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County (PBC) 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 dispose of all existing equipment, following all local, state and federal guidelines.

**6. MATERIALS**

- a. All material shall meet or exceed Florida Building Code (FBC) 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, tie-downs, etc. required to provide complete installation.

**7. TEMPORARY PROTECTION**

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

**8. PROJECT CONDITIONS**

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

**9. PREPARATION**

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

**10. EXAMINATION**

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

**11. INSTALLATION**

All materials shall be installed in strict accordance with FBC, National Electrical Code (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. Compressors shall have a five (5) year warranty.

**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 badged employees as identified below prior to commencement of work.**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/27/2023

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.

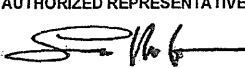
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

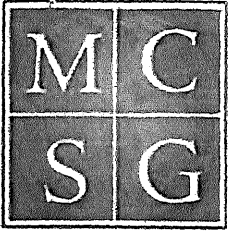
PRODUCER Starkweather & Shepley (PB) Insurance Brokerage, Inc. PO Box 549 Providence, RI 02901-0549	CONTACT NAME: Autumn Stone PHONE (A/C, No, Ext): 401 435-3600 E-MAIL ADDRESS: astone@starshep.com	FAX (A/C, No): 516-457-5372	
	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Company		NAIC # 16535
INSURED Florida Mechanical, LLC 3615 Fiscal Court Riviera Beach, FL 33404	INSURER B : Landmark American Insurance Company		33138
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GLO353819601	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP353819701	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	LHA098547	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC353819501	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)  
 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are named as Additional Insureds with respects to General Liability when required by written contract. Waiver of Subrogaton applies to the General Liability, Auto Liability and Workers Compensation when required by written contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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MATSON-CHARLTON  
SURETY GROUP

October 16, 2023

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

**RE:** Florida Mechanical, LLC – Authorization Letter  
**PROJECT:** PALM BEACH COUNTY GRAPHICS – HVAC REPLACEMENT  
Project No.: 2020-034996  
**BOND NO:** 3303255

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 23rd day of July, 2020.

Attest: Christina D. Welch  
Christina D. Welch, President  
FCCI Insurance Company



Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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



PEGGY SNOW  
Commission # HH 826535  
Expires February 27, 2027

Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

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Commission # HH 826535  
Expires February 27, 2027

Peggy 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.

Dated this 16TH day of OCTOBER, 2023

Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

PUBLIC CONSTRUCTION BOND

BOND NUMBER 3303255

BOND AMOUNT \$772,731.00

CONTRACT AMOUNT \$772,731.00

CONTRACTOR'S NAME: FLORIDA MECHANICAL LLC

CONTRACTOR'S ADDRESS: 3615 FISCAL COURT, RIVIERA BEACH, FL 33404

CONTRACTOR'S PHONE: 561-863-3606

SURETY COMPANY: FCCI INSURANCE COMPANY

SURETY'S ADDRESS: 6300 UNIVERSITY PARKWAY  
SARASOTA, FL 34240

SURETY'S PHONE: 800-226-3224

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: Palm Beach County Graphics – HVAC replacement

PROJECT NUMBER: 2020-034996

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

DESCRIPTION OF WORK: Replace HVAC units.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

1701 S. Jog Rd., Greenacres

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 \$772,731.00  
Seven hundred seventy-two thousand seven hundred thirty-one 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: Palm Beach County Graphics – HVAC replacement  
Project No.: 2020-034996  
Project Description: Replace HVAC units  
Project Location: 1701 S. Jog Rd., Greenacres

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD Consulting Engineers, Inc.  
LOCATION OF FIRM: 1450 Centrepark Blvd., #350, West Palm Beach  
PHONE: 561-689-2303

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of replacing HVAC units, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the

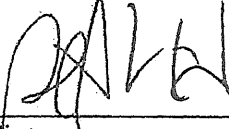
Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

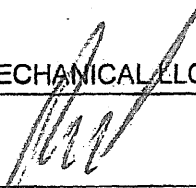
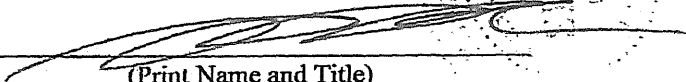
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

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

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
FLORIDA MECHANICAL LLC  
Principal (Seal)  
  
(Print Name and Title)  
KENNETH MORGAN, MANAGING 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**



**GENERAL POWER OF ATTORNEY**

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FCCI Insurance Company

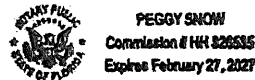


Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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



Peggy Snow  
Notary Public

State of Florida  
County of Sarasota

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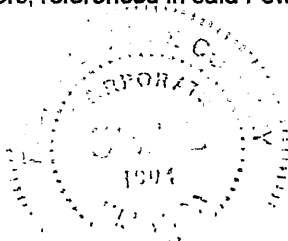


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Dated this \_\_\_\_\_ day of \_\_\_\_\_,



Christopher Shoucair  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: FLORIDA MECHANICAL LLC and Surety Name: FCCI INSURANCE COMPANY

We the undersigned hereby guarantee that the (Palm Beach County Graphics – HVAC replacement; #2020-034996) 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 LLC  
(Contractor Name) (Seal)

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

KENNETH MORGAN, MANAGING MEMBER  
(Print Name and Title)

FCCI INSURANCE COMPANY  
(Surety Name) (Seal)

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

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

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





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Christina D. Welch, President  
FCCI Insurance Company



*Christopher Shoucair*  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

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PEGGY SNOW  
Commission # HH 826535  
Expires February 27, 2027

*Peggy Snow*  
Notary Public

State of Florida  
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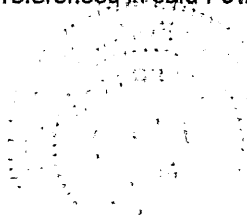
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Dated this \_\_\_\_\_ day of \_\_\_\_\_,



*Christopher Shoucair*  
Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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

**ATTACHMENT #4**

API: Price Preference                      ANNUAL/TRADE: HVAC                      MANDATORY PRE-BID DATE: 12/25/2022 / 8/8/2023  
 PROJECT NUMBER: 2020-034996      PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager      BID OPENING DATE: 8/31/2023  
 PROJECT NAME: Palm Beach County Graphics - HVAC Replacement

FIRM NAME	Florida Mechanical LLC				
PRIME LOCATION	LOCAL				
PRIME SBE STATUS	NON-SBE				
BID BOND	Yes				
BID	\$772,731.00				
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory				
SBE PARTICIPATION	14.28%				
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory				
NOTES:					

COMMENTS:

Bid Documents Opened By (Print Name): Phyllis Lancaster      Bid Documents Recorded By (Print Name): Donna Lynch

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

Florida Mechanical LLC  
  
 Charlene La Mattina, Project Manager      Date 9.12.2023

  
 Gigi Jones, Contracts Manager      Date 9/8/23

Dal H/kz      9.12.2023  
 (PER ISAMI'S DIRECTION) - SEPT 8, '23  
 BCL 10-17

**POSTED**  
 9.13.23

ANNUAL CONTRACT - HVAC #19601: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 1/7/2020)						\$23,000,000.00					
HVAC CONTRACT Expires 1/6/2025						\$5,000,000.00					
Board Item - Increase Capacity (1/12/2021) (Amendment #1)						\$3,000,000.00					
Board Item - Increase Capacity (4/5/2022) (Amendment #2)						\$5,000,000.00					
Board Item - Increase Capacity (3/14/2023) (Amendment #3)						\$10,000,000.00					
DARD INCREASES ABOVE THIS LINE											
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
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.
2020-034996	Palm Beach County Graphics - HVAC replacement	Florida	\$772,731.00	23-014		\$15,068,838.58	\$7,931,161.42	\$110,370.00	\$30,825.00	14.28%	3.99%
	<b>NAME OF FIRM / CONTRACT R#</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 Conditioning Filters Plus, Inc. R2023-0734	Air Conditioning	\$98,500.00	\$ -	0.00%	98,500.00					
2	Air Handlers of the Palm Beaches, Inc. - R2022-0185	Air Handlers	\$0.00	\$ -		-					
3	Air Mechanical & Service Corp - R2020-0229	AMSC	\$976,614.00	\$ -	0.00%	-					
4	The Airtex Corporation - R2020-0236	Airtex	\$747,947.00	\$ 741,060.00	99.08%	-	0.00%				
5	Bradley Heating & Air Conditioning, Inc. - R2021-0059	Bradley	\$0.00	\$ -		-					
6	Breezy Cool Air Conditioning Inc. - R2022-0845	Breezy	\$0.00	\$ -		-					
7	CT/HX Services, LLC - R2022-0698	CT/HX	\$0.00	\$ -		-					
8	Cedars Electro-Mechanical, Inc. - R2020-0019	Cedars	\$3,333,786.58	\$ 2,768,739.86	83.05%	2,235,247.03	80.73%				
9	D.A.C. Air Conditioning Corp - R2020-0231	DAC	\$974,695.97	\$ 28,600.00	2.93%	-	0.00%				
10	E.C. Stokes Mechanical Contractors, Inc. - R2020-0232	Stokes	\$793,157.66	\$ 142,274.84	17.94%	-	0.00%				
11	Farmer & Irwin Corp. - R2020-0020	Farmer	\$973,568.00	\$ 147,577.00	15.16%	49,900.00	33.81%				
12	Florida Mechanical LLC - R2020-0021	Florida	\$4,766,496.80	\$ 272,915.64	5.73%	37,965.00	13.91%				
13	Johnson Controls, Inc. - R2021-1795	Johnson	\$0.00	\$ -		-					
14	Key Mechanical Services, Inc. R2023-0733	Key	\$0.00	\$ -		-					
15	Koldaire, Inc. - R2020-0233	Koldaire	\$0.00	\$ -		-					
16	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00	\$ -		-					
17	Precision Air System, Inc. - R2020-0022	Precision	\$1,471,997.07	\$ 31,377.43	2.13%	9,200.00	29.32%				
18	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00	\$ -		-					
19	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00	\$ -		-					
20	Thermal Concepts, Inc. - R2020-0237	Thermal	\$750,245.00	\$ 7,180.00	0.96%	7,180.00	100.00%				
21	Thermo Air, Inc. - R2020-0023	Thermo Air	\$181,830.50	\$ 6,060.00	3.33%	6,060.00	100.00%				
22	Trane U.S. Inc.	Trane	\$0.00	\$ -		-					
			<b>TOTAL</b>	<b>15,068,838.58</b>	<b>4,145,784.77</b>	<b>27.51%</b>	<b>2,444,052.03</b>	<b>58.95%</b>			