

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

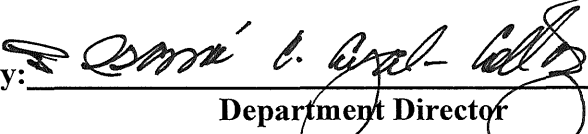
**Motion and Title: Staff recommends motion to approve:** Work Order No. 24-004 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract (R2020-0021) with Florida Mechanical LLC (Contractor) in the amount of \$1,597,526 for the West County Courthouse-Rooftop Units Replacement project for a period of 450 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 seven (7) rooftop units (RTUs)/air handler units (AHUs) at the West County Courthouse Facility. The existing equipment is original to the building construction and has outlived its useful life. The new RTUs/AHUs will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 450 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 \$180 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. There is no SBE participation on this work order. To date, the overall SBE participation on the annual HVAC contract is 51.11%. **Funding for this project is from the ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 6 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on October 26, 2023 and the Contractor submitted the lowest responsive and responsible bid of the four (4) bids received. The new RTUs/AHUs will be more efficient and provide years of dependable service.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 24-004
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  Department Director      1/26/24 Date

Approved by:  County Administrator      1/26/24 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	\$1,662,526	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$1,662,526</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

**Budget Account No.:**

<u>Fund</u>	<u>1164</u>	<u>Dept</u>	<u>410</u>	<u>Unit</u>	<u>107A-02</u>	<u>Object</u>	<u>4907</u>
CONSTRUCTION	\$1,597,526.00						
STAFF COSTS	\$ 50,000.00						
CONTINGENCY	<u>\$ 15,000.00</u>						
TOTAL	<u>\$1,662,526.00</u>						

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

**Funding for this project is from the ARPA Response Replacement funds that do not require a local match.**

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 1/16/24  
 OFMB *JA 1/16*  
*ESW 1-16-24*
 1/25/24  
 Contract Development and Control

**B. Legal Sufficiency:**

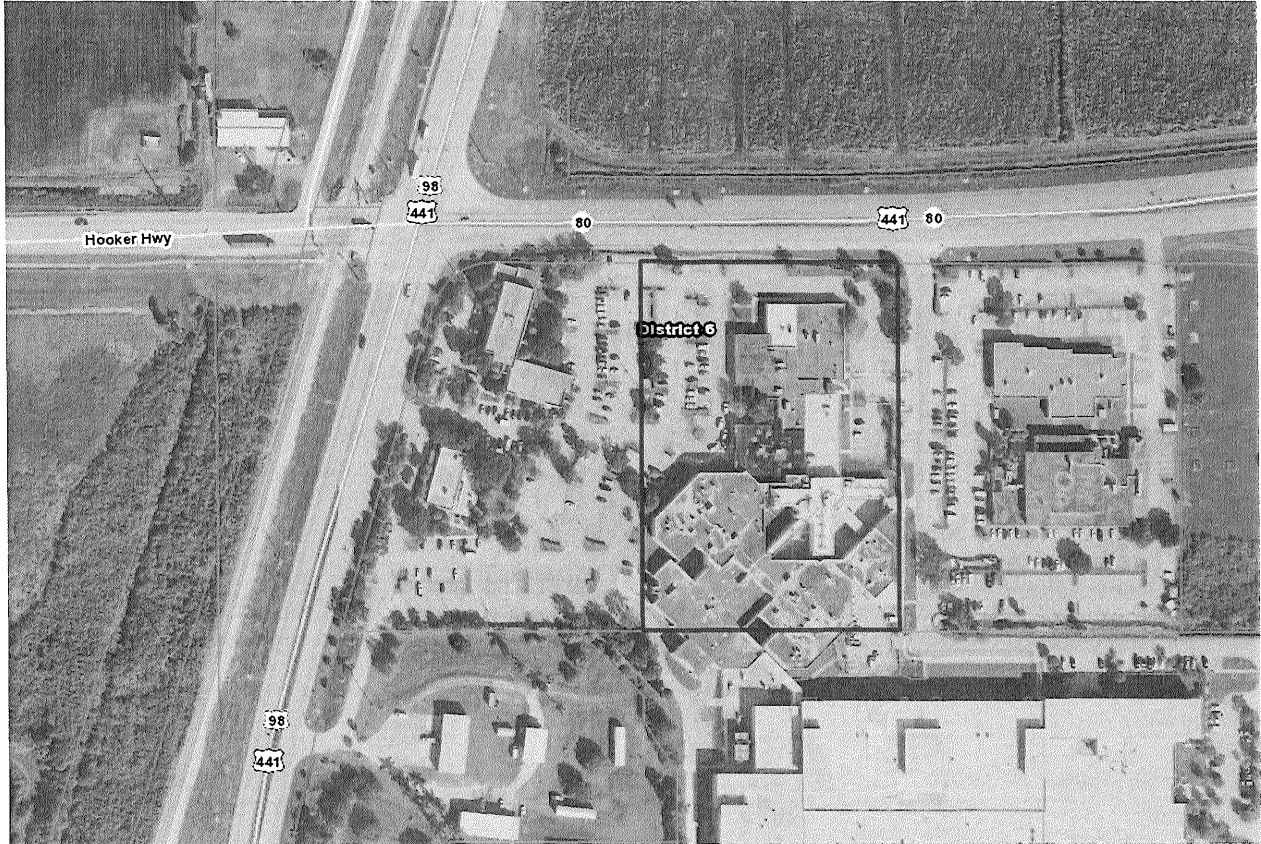
 1/26/24  
 Assistant County Attorney

**C. Other Department Review:**

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

# LOCATION MAP

**Project No:** 2023-024182  
**Project Name:** West County Courthouse-Rooftop Units Replacement  
**Location:** 2950 State Road 15, Belle Glade, Florida 33430



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/15/23    PHONE: 561-233-0165  
 PROJECT MANAGER: Henry Madriz, Project Manager  
 PROJECT TITLE: West County Courthouse – rooftop unit replacement  
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.: N/A  
 BCC RESOLUTION#: \_\_\_\_\_  
 DATE: \_\_\_\_\_

REQUESTED AMOUNT: \$1,597,526.00  
 eFDO # / PROJECT NUMBER: 2023-024182

W.O. NUMBER: \_\_\_\_\_  
 CSA or CHANGE ORDER NUMBER: \_\_\_\_\_  
 SERVICE LOCATION: 2950 State Road 15, Belle Glade  
 BUILDING NUMBER: 38

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 ~~nine (9)~~ <sup>(7) Seven</sup> roof-top units (RTUs) / Air Handler Units (AHUs).

CONSTRUCTION	\$1,597,526.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$50,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$ 15,000
TOTAL	\$1,662,526.00

MD  
 11/17/23

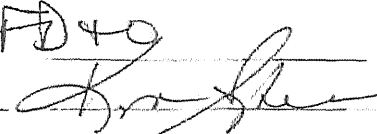
\* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges 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: 1164    DEPT: 410    UNIT: 107A-02    OBJ: 4907

**IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)**

Ad Valorem (Amount \$ \_\_\_\_\_)    Infrastructure Sales Tax (Amount \$ \_\_\_\_\_)  
 State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)    Federal (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  
 Grant (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)    Impact Fees: (Amount \$ \_\_\_\_\_)  
 Other (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)

DEPARTMENT: FD49  
 BAS APPROVED BY:     DATE: 11/17/2023  
 ENCUMBRANCE NUMBER: \_\_\_\_\_

Project Name: West County Courthouse – roof top units replacement  
Project No. 2023-024182

**WORK ORDER 24-004 TO  
ANNUAL CONTRACT R2020-0021  
FOR HVAC  
PROJECT NAME: WEST COUNTY COURTHOUSE – ROOFTOP UNITS  
REPLACEMENT  
PROJECT NO. 2023-024182**

**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 **\$1,597,526.00** for the construction costs of removing and replacing seven roof-top units (RTUs) / Air Handler Units (AHUs) 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 **450** calendar days from notice to proceed. Liquidated Damages are \$180/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 4.29% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2

Project Name: West County Courthouse – roof top units replacement  
Project No. 2023-024182

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

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

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

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

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

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

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

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

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

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

Project Name: West County Courthouse – roof top units replacement  
Project No. 2023-024182

*Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

**83.3** *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: West County Courthouse – roof top units replacement

Project No. 2023-024182

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

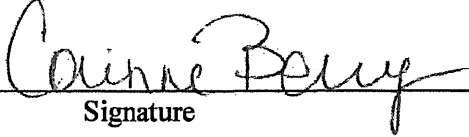


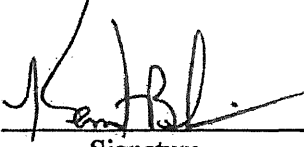
Project Name: West County Courthouse – roof top units replacement  
Project No. 2023-024182

WITNESS: FOR CONTRACTOR

CONTRACTOR: Florida Mechanical  
LLC

SIGNATURE

  
Signature

  
Signature

Corinne Berry

Name (type or print)

Kenneth Bolin

Name (type or print)

Vice President/General Manager  
Title

(Corporate Seal)

**BID FORM**

PROJECT NUMBER: 2023-024182

PROJECT NAME: West County Courthouse - Rooftop Units 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** \$ 1,597,526.00

Written amount One million five hundred ninty seven thousand five hundred twenty six 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 # 1 dated 10/11/23 Addendum # 2 dated 10/18/23  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ Addendum # \_\_\_\_\_ dated \_\_\_\_\_

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

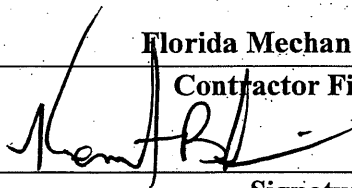
7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall 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:**

10/25/23  
Date

Florida Mechanical

Contractor Firm Name



Signature

Kenneth Bolin

Print Name and Title

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

## Donna Lynch

---

**From:** Donna Lynch  
**Sent:** Friday, November 3, 2023 8:48 AM  
**To:** 'Brian Roy'; 'Cedars Electro-Mechanical, Inc.'; 'bbyers@amsco\_ac.com'; 'czuluaga@integca.com'  
**Cc:** Michael Jenner; Phyllis Lancaster  
**Subject:** 2023-024182 West County Courthouse - Rooftop Unit Replacement  
**Attachments:** 2023-024182 - Bid Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on October 26, 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: 2023-024182  
PROJECT NAME: West County Courthouse - Rooftop Units Replacement  
DATE: OCTOBER 12, 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: **West County Courthouse - Rooftop Units Replacement, Project Number 2023-024182**, 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: 2023-024182  
PROJECT NAME: West County Courthouse - Rooftop Units Replacement  
DATE: OCTOBER 12, 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 \_\_\_\_\_, and attested by its  
corporate Seal, this 12TH day of OCTOBER, A.D., 2023.

ATTEST:

Corinne Berry  
(Signature)

Corinne Berry  
Print Name

TITLE: Service Coordin.

FLORIDA MECHANICAL LLC  
(Contractor Firm Name)

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

KENNETH MORGAN, MANAGING MEMBER  
Print Name and Title:

(SEAL)

(SEAL)

ATTEST:

Dinia Cavaliere  
(Signature)

DINIA CAVALIERE  
Print Name

TITLE: OFFICE MANAGER

FCCI INSURANCE COMPANY  
(Surety Name)

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

D.W. MATSON III, 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 Commission # HH 326535 Expires February 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



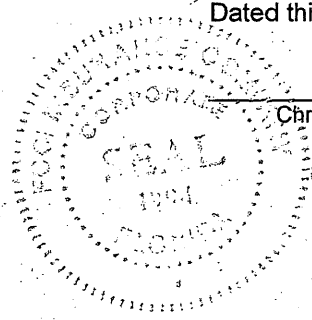
PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

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 12TH day of OCTOBER, 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 - REVISED**

SOLICITATION/PROJECT/BID NAME: West County Courthouse - Rooftop Units Replacement SOLICITATION/PROJECT/BID NO.: 2023-024182

SOLICITATION OPENING/SUBMITTAL DATE: 10/26/23 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 ADDRESS: 3615 Fiscal Ct Riviera Beach FL 33404

CONTACT PERSON: Brien Roy PHONE NO.: 561.222.0405 E-MAIL: Broy@Flamech.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$1,469,864.55 Non-SBE  MBE  WBE  SBE

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

**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 <small>DIRECTION: List Firm Name, Address, &amp; Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. Johnson Controls, Inc. VC0000012798	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$79,846.45
2. Sims Crane & Equipment Co. VS0000029241	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$47,815.00
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 1,597,526.00 Total \$127,661.45

Total Certified S/M/WBE Participation \$ 0.00

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

Kenneth Bolin **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: **2023-024182**

SOLICITATION/PROJECT NAME: **West County Courthouse - Rooftop Units Replacement**

Prime Contractor: **Florida Mechanical LLC** Subcontractor: \_\_\_\_\_

**(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.

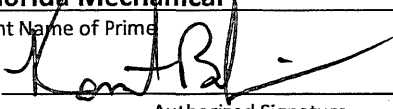
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
<b>1</b>	<b>Remove and replace (9) HVAC systems</b>	\$1,469,864.55	<b>1</b>	<b>N/A</b>	\$1,469,864.55

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: \$1,469,864.55

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**  
 Print Name of Prime  
 By:   
 Authorized Signature  
**Kenneth Bolin**  
 Print Name  
**Vice President**  
 Title  
 Date: **10/26/23**

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date:

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 2023-024182

SOLICITATION/PROJECT NAME: West County Courthouse - Rooftop Units Replacement

Prime Contractor: Florida Mechanical Subcontractor: Johnson Controls Inc

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

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

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

**Column 1** **Column 2** **Column 3**

Male  Female  African-American/Black  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.

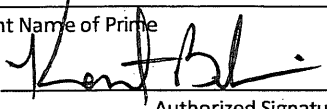
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	<b>Metasys Controls System</b>				<b>\$79,846.45</b>

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: \$79,846.45

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  
 Print Name of Prime  
 By:   
 Authorized Signature  
Kenneth Bolin  
 Print Name  
Vice President  
 Title  
 Date: 10/25/23

Johnson Controls Inc  
 Print Name of Subcontractor/subconsultant  
 By:   
 Authorized Signature  
Miguel Morales  
 Print Name  
Controls Sales Re  
 Title  
 Date: 10-25-2023

**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: **2023-024182**

SOLICITATION/PROJECT NAME: **West County Courthouse - Rooftop Units Replacement**

Prime Contractor: **Florida Mechanical**

Subcontractor: **Sims Crane and Equipment**

**(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>Rig and Crane (7) RTUs from roof</b>	<b>\$47,815.00</b>	<b>1</b>	<b>0</b>	<b>\$47,815.00</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: **\$47,815.00**

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: **10/26/23**

**Sims Crane and Equipment**

Print Name of Subcontractor/subconsultant

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

Authorized Signature

**Mike Doyle**

Print Name

**General Manager**

Title

Date: **10/26/23**

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

Contact: Kendal Williams, Facilities Systems Project Manager  
Phone: (561)233-0165  
Project Title: West County Courthouse - Rooftop Units Replacement  
Project #: 2023-024182  
Project Location: 2950 State Road 15, Belle Glade, 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 four hundred fifty (450) 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 \$180 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 remove and replace nine (9) Roof-Top Units (RTUs) / Air Handler Units (AHUs) per the project requirements provided below:

- a. The contractor shall properly decommission, drain, recover Freon, and dispose of existing units.

- b. Furnish existing controls to integrate and control all new mechanical equipment to the Building Automation System (BAS). BAS should meet Palm Beach County (PBC) Design Criteria. Upgraded (BAS) should be remote-capable. (See Exhibits "1", "2", "5").
- c. The contractor shall furnish and install new curb adapters, individual equipment surge protection, circuit breakers, new pipe insulation, new electrical wiring in conduits, and new fuse disconnects using a NEMA 4X Stainless Steel disconnects, anchored with all-strut galvanize supports or anchored to equipment.
- d. The contractor shall install a curb adapter to the existing curb stop and replace the existing external fuse disconnect with NEMA 4X stainless steel panel. Electrical connectors to disconnect boxes shall be sealite and liquid-type flex. Change out pipe and insulation, clean exterior duct work twenty (20) feet downstream from AHUs, and rectify electrical high voltage going into units to provide clean electrical power.
- e. Contractor to purchase and install rectifiers, ICM Controls ICM450A Programmable 3-Phase Line Voltage Monitor, and new tie downs to make compatible, and interphase with new equipment per the project requirements provided below and in Exhibits "1", "2", "3", "4", and "5").
- f. Re-attach the existing lightning protection system that was removed from units, roof area, and electrical panel.
- g. Coat all condenser coils, which shall be "copper" tube aluminum fin, with anti-corrosion e-coated Luvata Insitu Coil, Heresite Protective Coating P-413 (See Exhibits "3" and "4"), or PBC approved equal coating.
- h. Where refrigerant insulation is cut, exposed, or damaged, it shall be re-insulated and painted with two coats of paint containing UV inhibitors, and in accordance with the manufacturer's recommendations for insulation.
- i. Provide all necessary piping insulation, electrical, control wiring, and refrigerant lines to make the system fully operational per the manufacture's specifications.
- j. Furnish and install a new heater with the same size heater coil and components as the existing. Submittal will be required, PBC Approved Equal.
- k. All penetrations, joints, taps, splices, and re-connections shall be sealed and patched, replace all fittings with water-tight type, to meet code requirements and ensure a waterproof roofing system.
- l. Replace the thermostat in each unit with a digital multi-stage heat/cool thermostat. The thermostats must be compatible with new HVAC units being installed. The system shall be started after installation is completed and tested for proper operation with the Capital Improvement Division (CID) Project Manager present.
- m. The contractor will provide "As-Built" documents for the project and new equipment.

- n. Work that requires air-conditioning outage is to be done in the evenings and/or on weekends. Hours must be approved by the Project Manager at least (10) days in advance.
- o. During the repairs, the contractor is responsible for keeping and maintaining an ambient temperature of 72-75 degrees Fahrenheit, inside courthouse rooms during business hours.
- p. Crane lifts will be required to remove and replace roof-top units. For structural concerns, to not overload roof trusses, the contractor will not be allowed to lift and set multiple units on the roof at the same time or in the same location.

### **3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Trane, or Palm Beach County (PBC) approved equal, substitutions require owner's prior written approval. Provide, to the Project Manager, all equipment, material cut sheets, lead times, and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

### **4. SUBMITTALS**

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

### **5. EXISTING EQUIPMENT**

- a. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms. The county will be notified in advance to strip components off existing RTUs and AHUs if in good condition.

### **6. MATERIALS**

- a. All material shall meet or exceed Florida Building Code (latest edition) 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. Existing roof membrane shall be protected during construction activities. Any damage caused by Contractor during RTUs/AHUs work (including landscaping and irrigation) shall be the responsibility of the Contractor to repair.

## **9. PREPARATION**

It shall be the responsibility of the Contractor to prepare the construction site and secure whatever equipment that needs to be removed and replaced.

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

## **12. WARRANTY**

Contractor warrants all equipment, materials parts and labor furnished or performed against defects in design, materials and workmanship for a period of ten (10) years from substantial completion.

## **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

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

PROJECT NAME: West County Courthouse - Rooftop Unit Replacement

PROJECT NUMBER: 2023-024182

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 10/11/2023

**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 "October 12, 2023 by 2:00 p.m." to read "October 26, 2023 by 2:00 p.m."

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

**ACKNOWLEDGMENT OF RECEIPT:** Brien Roy

END OF ADDENDUM

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

PROJECT NAME: West County Courthouse - Rooftop Unit Replacement

PROJECT NUMBER: 2023-024182

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: 10/18/2023

**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 three (3) pages and six (6) attachments.

**CHANGE TO INVITATION FOR QUOTE/BID**

1. **2. SCOPE OF WORK:** delete "introduction statement" in its entirety and replace with the following:

To remove and replace seven (7) Roof-Top Units (RTUs) / Air Handler Units (AHUs) per the project requirements provided below:

2. Insert item "q."
  - q. The BAS system is serviced by Johnson Controls Inc. (JCI). The company's service representative is Miguel Morales. Contractor shall contact Miguel Morales at telephone number 772-203-8132, or via email at [Miguel.a.morales@jci.com](mailto:Miguel.a.morales@jci.com)
3. **EXHIBITS:** Delete Exhibit "2" in its entirety and insert the following:
  - a. Exhibit "2R".
  - b. Exhibits "1B, 1C, 8 and 9".
4. **OEBO SCHEDULE:** Delete "OEBO SCHEDULE 1" in its entirety and replace with the following:
  - a. OEBO SCHEDULE 1 – REVISED (include an OEBO SCHEDULE 2 for JCI).

5. **QUESTIONS AND RESPONSES:**

**PRE-BID MEETING**

**Question #1:** There is voltage fluctuation (dirty power) causing high voltage power going into the units. What should be used and where to install?

**Response:** See Attachment C. **2. Scope of Work** items (d-e), Phase Monitors should be installed in the control panel of the new units, using ICM 450A 3-Phase monitors, manufactured by Eaton, Cutler Hammer, Jackson System, or Palm Beach County (PBC) approved equal. Refurbished monitors will not be accepted.

**ADDENDUM - 2**

**Page 1 of 3**

**Question #2:** Two of the A/C units show a panel that the contractors were not able to view during the pre-bid meeting / site walk.

**Response:** The electrical panel in question is located behind the jail. Photographic documentation of the panel is attached as shown in Exhibit "9".

#### **AIR MECHANICAL SERVICES**

**Question #1:** Which unit numbers go with the unit numbers that Trane has on their information?

**Response:** Trane has provided information for Roof-Top Units (RTUs) 1 thru 9. However, the County is only going to proceed with the replacement of (RTUs) 1 thru 7. (RTUs) 8 and 9 have been removed from the project scope. As shown in Exhibit "2R".

**Question #2:** Is it a typo for the equipment warranty required?

**Response:** No, it is not a typo. Trane specifications indicate the company is providing ten (10) years warranty.

#### **FLORIDA MECHANICAL**

**Question #1.1:** Where will the rectifiers be installed? Is there a limited space or specific environmental conditions to consider?

**Response:** No rectifiers are to be installed. The contractor shall install Phase Monitors (ICM 450A) manufactured by Eaton, Cutler Hammer, Jackson System, or Palm Beach County (PBC) approved equal.

**Question #1.2:** Are there any restrictions or safety regulations related to the installation location?

**Response:** No, there are not.

**Question #2.1:** Is there a need for redundancy or backup rectifiers for critical applications?

**Response:** No, there are not.

**Question #2.2:** What reliability and uptime requirements should the rectifiers meet?

**Response:** No rectifiers are required (Use Phase Monitors ICM 450A manufactured by Eaton, Cutler Hammer, Jackson System, or Palm Beach County (PBC) approved equal.).

**Question #3.1:** Are there any control or monitoring features required, such as remote control, data logging, or alarms?

**Response:** Yes, there is. However Johnson Controls Inc. is responsible for BAS Control System. See Exhibit "8".

**Question #3.2:** Do you need any integration with existing control system?

**Response:** Yes. However, Johnson Controls Inc. is responsible for the control system integration.

**Question #4.1:** Are there any industrial safety standards that the rectifiers must comply with?

**Question #4.2:** Are there any certifications or approvals needed?

**Response 4.1 and 4.2:** No rectifiers are needed, use Phase Monitor ICM 450A or approved equal (See Item 5 - PRE-BID MEETING Question/Response #1 above).

**Question #5:** Piping between the condensers and air handlers is to be flushed and reused. Please confirm this.

**Response:** Yes, that is correct.

**Question #6:** Is the intent to coat the coils with both coatings or one or the other?

**Response:** These are two (2) recommended coatings. It can be one or the other or a Palm Beach County (PBC) equal.

**Question #7:** Have any alternates been approved for this project?

**Response:** No, if you want to use something else, the substitution must be submitted to Project Manager for review and approval.

**Question #8:** Please clarify what roof top piping is to be replaced as indicated in the aerial picture with a green line.

**Response:** No, piping is to be changed out unless it doesn't align with the new equipment or proof it is damaged. However, the insulation on all of the piping is damaged and shall be changed as shown in the photograph, with the exception of pipes to (RTUs) 8 and 9, which have been removed from the project scope.

#### **WISCH & JACKSON**

**Question #1:** Are there mechanical plans available for this project?

**Response:** Yes, See EXHIBIT "5" pages 39-57.

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

ADDENDUM - 2

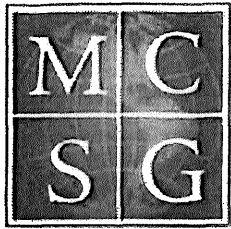
Page 1 of 3



**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 Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**



MATSON-CHARLTON  
SURETY GROUP

December 1, 2023

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

**RE:** Florida Mechanical, LLC – Authorization Letter  
**PROJECT:** Palm Beach County West County Courthouse – Rooftop Units Replacement  
Project No.: 2023-024182  
**BOND NO:** 3303257

To Whom It May Concern:

This letter shall serve as authorization for Florida Mechanical, LLC as Principal, and/or 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.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. W. Matson III', with a long horizontal flourish extending to the right.

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

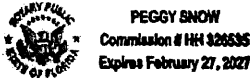


Christopher Shoucair  
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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

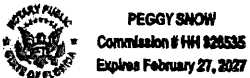


Peggy Snow  
Notary Public

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

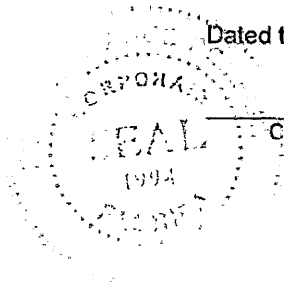


Peggy Snow  
Notary Public

**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 1ST day of DECEMBER, 2023



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



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 3303257

BOND AMOUNT \$1,597,526.00

CONTRACT AMOUNT \$1,597,526.00

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: West County Courthouse -- rooftop units replacement

PROJECT NUMBER: 2023-024182

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

DESCRIPTION OF WORK: Remove and replace seven roof-top units (RTUs) / Air Handler Units (AHUs).

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

2950 State Road 15, Belle Glade

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 \$1,597,526.00  
One million five hundred ninety-seven thousand five hundred twenty-six 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: West County Courthouse – rooftop units replacement  
Project No.: 2023-024182  
Project Description: Remove and replace seven roof-top units (RTUs) / Air Handler Units (AHUs).  
Project Location: 2950 State Road 15, Belle Glade

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 seven roof-top units (RTUs) / Air Handler Units (AHUs), 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\_\_.

DeHask 1  
Witness

Morgan  
Witness

FLORIDA MECHANICAL LLC  
Principal  
(Seal)  
(Print Name and Title)  
Kenneth MORAN, 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**

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 326535  
Expires February 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



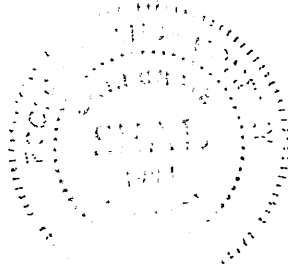
PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027

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 \_\_\_\_\_ 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 (West County Courthouse – rooftop units replacement; #2023-024182) 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**



**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

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



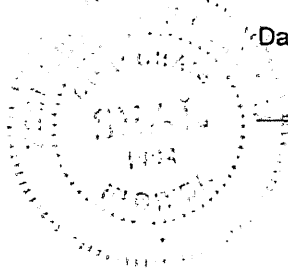
PEGGY SNOW  
Commission # HH 826535  
Expires February 27, 2027

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 \_\_\_\_\_ day of \_\_\_\_\_



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

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

API: Price Preference                      ANNUAL/TRADE: HVAC                      MANDATORY PRE-BID DATE: 9/21/2023  
 PROJECT NUMBER: 2023-024182      PROJECT MANAGER: Henry Madriz, Project Manager                      BID OPENING DATE: 10/26/2023  
 PROJECT NAME: West County Courthouse - Rooftop Unit Replacement

FIRM NAME	Florida Mechanical, LLC	Air Mechanical & Service Corp	Integ Miami LLC	Cedars Electro-Mechanical, Inc.	
PRIME LOCATION	LOCAL	NON-LOCAL	LOCAL	LOCAL	
PRIME SBE STATUS	NON-SBE	NON-SBE	SBE	SBE	
BID BOND	Yes	Yes	Yes	Yes	
BID	\$1,597,526.00	\$1,755,000.00	\$1,780,000.00	\$1,797,395.00	
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	
SBE PARTICIPATION	0%	0%	95.51%	93.68%	
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	
NOTES:					

**COMMENTS:** The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$1,597,526 + 10% = \$1,757,278.60) pursuant to Sec. 2-80.27. of the Equal Business Opportunity Ordinance re-ranking provision. The Bid amount is not changed as the 10% calculation is only utilized for the purpose of determining the SBE Price Preference. The SBE's bid amount is higher than the 10% threshold. Therefore, award is recommended to FLORIDA MECHANICAL, LLC

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 11.1.2023

Gigi Jones, Contracts Manager      Date 10/30/23

Don M. H. H. H.      11-2-2023



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					
BOARD 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.
2023-024182	West County Courthouse - rooftop unit replacement	Florida	\$1,597,526.00	24-004		\$17,686,722.51	\$5,313,277.49				
	<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	\$4,137,454.51	\$ 3,515,107.79	84.96%	2,306,294.96	65.61%				
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	\$6,364,022.80	\$ 272,915.64	4.29%	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	Master Mechanical Services, Inc.	Master	\$0.00	\$ -		-					
17	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00	\$ -		-					
18	Precision Air System, Inc. - R2020-0022	Precision	\$1,688,687.07	\$ 60,218.43	3.57%	9,200.00	15.28%				
19	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00	\$ -		-					
20	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00	\$ -		-					
21	Thermal Concepts, Inc. - R2020-0237	Thermal	\$750,245.00	\$ 7,180.00	0.96%	7,180.00	100.00%				
22	Thermo Air, Inc. - R2020-0023	Thermo Air	\$181,830.50	\$ 6,060.00	3.33%	6,060.00	100.00%				
23	Trane U.S. Inc.	Trane	\$0.00	\$ -		-					
		<b>TOTAL</b>	<b>17,686,722.51</b>	<b>4,920,993.70</b>	<b>27.82%</b>	<b>2,515,099.96</b>	<b>51.11%</b>				