

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2024

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**


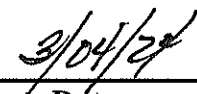

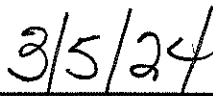
**Motion and Title: Staff recommends motion to receive and file:** zero-dollar value (\$0) Change Order No. 1 documenting a decrease in the amount of \$2,035 to the project contingency fund of Amendment No. 1 to the continuing Construction Manager (CM) at Risk Services contract (R2023-0139) with Lebolo Construction Management, Inc. for the Jupiter Health Center Renovations project.

**Summary:** On May 2, 2023, the Board of County Commissioners (Board) approved Amendment No. 1 (R2023-0582) to the continuing CM at Risk Services contract (R2023-0139) with Lebolo Construction Management, Inc. in the amount of \$546,499, establishing a Guaranteed Maximum Price (GMP) for construction management services necessary to renovate the Jupiter Health Center public restrooms. Renovations are required in order to bring the men’s and women’s public restrooms into compliance with the Americans with Disabilities Act (ADA). Change Order No. 1 to Amendment No. 1 (Change Order No. 1) authorizes the use of project contingency funds for subcontractor buyout reconciliation for the Jupiter Health Center Renovations project, as allowed by the contract provisions. In accordance with Policy and Procedure Memorandum (PPM) CW-F-050, Lead Departments are authorized to approve \$0 Change Orders, then an agenda item notifying the Board of such \$0 Change Orders must be presented as a receive and file. Change Order No. 1 is a \$0 Change Order. This agenda item is being submitted to notify the Board of a \$0 Change Order established by PPM CW-F-050. Amendment No. 1 was competitively solicited by Lebolo Construction Management, Inc. utilizing the federal requirements provided by the Department of Housing and Economic Development (DHED). The County’s Equal Business Opportunity Program does not apply to federally funded contracts. Under the federal requirements, a minority participation goal of 22.4% and female participation goal of 6.9% has been established. **Funding for this project is from the Infrastructure Sales Tax Fund and the Public Building Improvement Fund. (Capital Improvements Division) District 1 (MWJ)**

**Background and Justification:** Construction Management at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as general contractor bidding the subcontracts for construction.

**Attachments:**

- 1. Change Order No. 1

Recommended by:		
	Department Director	Date
Approved by:		
	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	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>* _____</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   X   No \_\_\_\_\_  
**Is this item using State Funds?** Yes \_\_\_\_\_ No   X  

**Budget Account Nos.:**

Fund 3804 Dept 411 Unit B717 Object 4907  
Fund 3950 Dept 411 Unit Q002-0004 Object 4907

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

\* There is no fiscal impact associated with this item. **Funding for this project is from the Infrastructure Sales Tax Fund and the Public Building Improvement Fund.**

**C. Departmental Fiscal Review:**

*[Handwritten Signature]*

**III. REVIEW COMMENTS**

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

<u>AFODUAR 2/15/24</u> OFMB <i>QA 2/15</i> <i>2-15-2024</i>	<u>Brenda Macke 2/20/24</u> Contract Development and Control <i>706 2/20/24</i>
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**B. Legal Sufficiency:**

*[Handwritten Signature]* 2/21/24  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**CHANGE ORDER BRIEF**  
**JUPITER HEALTH CENTER RENOVATIONS**  
**PROJECT NO. 2021-014169**  
**OCTOBER 23, 2033**  
**AMENDMENT NO. 1 (R2023-0582 TO CONTRACT NO. R2023-0139)**

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Prime Contractor ..... Lebolo Construction Management, Inc.  
Change Order No. .... 01  
Change Order Amount ..... \$0.00 (Reduce construction contingency  
by \$2,035.00).  
Changed Contract Time ..... 0 calendar days

Description of Construction Change Proposals (CCPs):

1. CCP #001: HVAC contract buyout from subcontractor for HVAC package..... \$2,035.00  
Reduce Construction Contingency by..... (\$2,035.00)  
Total CCP's..... \$0.00

Reason for Change and Code:

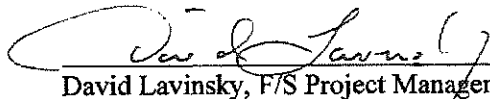
1. CCP #001: (X) Subcontractor buyout reconciliation requested within 60 days of NTP as per the continuing contract Article 2, Section 2.2.3.

Reason-for-change codes

D = Differing Site Conditions	R = Request by another Agency/Outside Party
E = Errors/Omissions in Design	X = Other (Specify: See CUD Justification)
O = Owner-Initiated	Z = Zoning/Code/Ordinance Change
Q = Quantity Adjustments	

Estimated premium value of errors/omissions for this change order: \$0.00

SUBMITTED:

  
\_\_\_\_\_  
David Lavinsky, F/S Project Manager      11-16-23  
Capital Improvements Division      Date



**PALM BEACH COUNTY**

**CUD CHANGE ORDER**

ISSUED TO: Lebolo Construction Management, Inc.  
2100 Corporate Drive  
Boynton Beach, FL 33426

CHANGE ORDER NO.: 01  
AMENDMENT NO: 1 (R2023-0582)

PROJECT NAME: Jupiter Health Center Renovations

REFERENCE CCP NO.: 001

PROJECT NO. 2021-014169

RESOLUTION NO.: R2023-0139

DISTRICT NO.: 1

The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

**DESCRIPTION OF CHANGE:**

1. CCP #001: HVAC contract buyout from subcontractor for HVAC package.....\$2,035.00  
Reduce Construction Contingency by ..... (\$2,035.00)  
Total CCP's .....\$0.00

**CONTRACT PRICE**

**COMPLETION DATE**

Original Contract Price: \$546,499.00  
Previous CO # n/a through \_\_\_\_:  
This Change Order No. 01: \$0.00  
ADJUSTED Contract Price: \$546,499.00

Contract Completion Date will be increased by 0 calendar days.  
Contract Notice to Proceed Date: 05/29/2023  
Contract Substantial Completion Date: 01/24/2024  
ADJUSTED Substantial Completion Date: N/A

**CONTRACTOR**

Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modifications(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract. The above changes are accepted:

Lebolo Construction Management, Inc.  
Contractor  
By: [Signature]  
Print Name: Mario E. Magan  
Title: Director Date: 11/01/23

**DESIGN PROFESSIONAL**

The above changes are recommended for approval by the Owner:

Colome' & Associates, Inc.  
Design Professional  
By: [Signature]  
Print Name: Joe Colome'  
Title: proj. mgr. Date: 11/2/2023

**PALM BEACH COUNTY**

Recommended By:  
By: [Signature]  
Facilities Systems  
Title: Project Manager Date: 11-16-23  
By: \_\_\_\_\_  
Title: Project Manager Date: \_\_\_\_\_  
By: [Signature]  
Title: Director, CID Date: 12-7-23

Approved By:  
By: [Signature]  
Title: Director, ID&O Date: 12/8/23

**CONTINGENCY USE DIRECTIVE JUSTIFICATION**  
**JUPITER HEALTH CENTER RENOVATIONS**  
**PROJECT NO. 2021-014169**  
**OCTOBER 23, 2023**  
**AMENDMENT #1 R2023-0582 TO CONTRACT R2023-0139**

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Construction Manager .....Lebolo Construction Management, Inc.  
Contingency Use Directive No. ....01  
Contingency Use Directive Amount..... \$2,035.00

Description of Contingency Use:


This CUD will authorize the CM to utilize \$2,035.00 from the contingency fund toward Change Order #1.

Explanation and Reason-for-Use:

Change Order #1 is for changes to the GMP construction documents and subcontractor buyout.

- Work included in the Construction Documents but not included in any subcontractor's scope (scope gap)
- An overage/underage on a subcontractor bid
- Overtime costs to improve the schedule
- Field issues/conditions not anticipated
- To reconcile Sales Tax Recovery

SUBMITTED:

 11-16-23  
David Lavinsky, Facilities/Systems Project Manager  
Capital Improvements Division

**PALM BEACH COUNTY  
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
CONTINGENCY USE DIRECTIVE**

**AUTHORIZATION TO ADJUST THE CONTRACTOR'S  
CONTINGENCY WITHIN THE GUARANTEED MAXIMUM PRICE (GMP)**

Project No: 2021-014169

Project Name: Jupiter Health Center Renovations CUD NO. 01

The following is a description of items to adjust the Contractor's Contingency within the Guaranteed Maximum Price (GMP). This action does not change the GMP amount or the contract time:

Item	RFI #	Description of Adjustments to the Contingency	Value
1		CCP #001 (Change Order #1)	(\$2,035.00)

Total all items for this CUD (\$2,035.00)

Original Contingency Amount .....	\$61,854.00
Previous CUD's (CUD -- n/a ) .....	\$0.00
Balance before this CUD .....	\$61,854.00
THIS CUD (#01) .....	(\$2,035.00)
Balance After THIS CUD .....	\$59,819.00

Execution of this CUD acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s) and including any claims that the above stated modification constitutes, in whole or part, a cardinal change to the contract. The above changes are accepted:

**OWNER:**  
Palm Beach County  
Capital Improvements Division/FD&O  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604

By:   
Project Manager

Date: 11-16-23


By:   
Dir.-Capital Improvements Division

Date: 12-07-2023

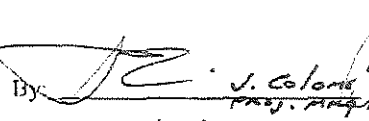
By:   
Dir.-FD&O

Date: 12/8/23

**CONSTRUCTION MANAGER:**  
Lebofo Construction Management,  
Inc.

By:   
Date: 11/01/2023

**ARCHITECT:**  
Colome' & Associates, Inc.

By:   
Date: 11/2/2023





PALM BEACH COUNTY

CONSTRUCTION CHANGE PROPOSAL (CCP)

TO: Palm Beach County, CID  
2633 Vista Parkway  
West Palm Beach, FL 33411

ATTENTION: David Lavinsky

REFERENCE: Contract Buy-Out

CCP NUMBER: 001

DATE: 06-22-2023

PROJECT NAME: Jupiter Health Center Renovation

PROJECT NUMBER: 2021-014169

CONTRACT NUMBER: Task Order #28/Amendment #1

FOR CONTINGENCY USE DIRECTIVE FOR ADDITIONAL SCOPE

**Description:**  
Contract Buy-Out

**Scope of Work:**  
Contract Buy-Out following NTP for Construction (5/29/23) includes:  
1. HVAC Package = +\$2,035.00

**Schedule Impact:**  
N/A

**Cost Impact:**  
Contract Amount remain the same, a Contingency use Request is submitted for the following:

PROPOSED CONTRACT PRICE CHANGE (increases) \$  
(decrease) \$  
(unchanged) \$ 2,035.00

PROPOSED CONTRACT TIME CHANGE (increases) Zero (0) days  
(unchanged)

PROPOSED NEW SUBSTANTIAL COMPLETION January 24, 2024 date

DISTRIBUTION:

FROM: Lebo Construction Management  
CONTRACTOR

SIGNED: [Signature]

DATE: 06.22.2023



PROJECT NAME:  
Jupiter Health Center Renovations

WORK ORDER No. Task Order #28/Amendment #1  
PROJECT #: 2021-014169/ 2023-0029

Contingency Log

CAR #	CCP	Description	Amount	Balance
1	1	GMP Contingency		\$ 61,854.00
		Contract Buy-Out HVAC	\$ 2,035.00	\$ 59,819.00

Jupiter Health Center Renovations

CONTINGENCY USE REQUEST #01

**BACKUP  
DOCUMENTATION**

Jupiter Health Center Renovations

CONTINGENCY USE REQUEST #01

# **Subcontractor Proposals**



**Farmer & Irwin**  
 ONE CALL TO ONE TRUSTED PARTNER

3300 Avenue K., Riviera Beach, FL 33404  
 P. 561.842.5316 F. 561.842.5999  
[www.fandicorp.com](http://www.fandicorp.com)

✦ Plumbing ✦ Air Conditioning ✦ Fire Sprinkler ✦ Alarms & Security

Via E-Mail: [bids@lebolo.com](mailto:bids@lebolo.com)  
 Phone: 561.742.7644

January 18, 2023

Mr. Sebastian Fonnegra  
 Lebolo Construction Management, Inc.  
 2100 Corporate Drive  
 Boynton Beach, FL 33426

**Re: PBC Jupiter Health Clinic ADA Restroom Renovation – Jupiter, FL**

We hereby submit our revised proposal to bid the HVAC work on referenced project and we offer this scope of work for clarity of proposal and contract terms if this proposal is accepted for contract. Alternates and Value Engineering items require the acceptance and written approval from the Architect, Engineer, General Contractor and Owner prior to inclusion into the scope of work and the contract documents. In the event we are the successful bidder, the subcontract, lien releases, requisition forms, insurance requirements and other contract documents between Farmer & Irwin Corp. (F&I) and the awarding contractor shall include mutually agreeable modifications to bring the terms and conditions in line with our normal business practices, the AIA subcontract forms or a previously agreed upon Master Agreement that is not more than 3 years old.

Division 23 in accordance with plans and specification dated 4/22/22.  
 Drawings: M-1, M-2, M-3 and M-4. Addendums 1 and 2.

HVAC BASE BID.....\$17,658.00

**GENERAL CLARIFICATION:**

Estimated job duration in months: 8 (No schedule provided at time of bid.)  
 Estimated mechanical duration in months: 1  
 Peak crew size estimated:  
 Project Manager 1  
 Duct/Sheetmetal Workers 2  
 Duct Fabrication 2  
 Service Technician 1

**ESCALATION CLAUSE:**

Due to the uncertainty of today's material pricing, we will hold the pricing on our proposal for **25** days. We reserve the right to adjust our pricing to meet the increased costs. Please be assured that F&I will continue to work diligently with our suppliers to minimize all price adjustments. Upon review of the above acknowledged plans and specifications, F&I is providing the following lists of Inclusions, Furnish and Install as applicable, and Exclusions.

**INCLUSIONS:**

1. HVAC equipment as shown on the schedule. Contract must be mutually agreed upon and fully executed within 30 days of this proposal date. This allows for 10 days contract review. Submittals must be approved within 10 days of submission. F&I will release upon this agreement and approval of GC. PO to HVAC equipment vendor must be released within 60 days of this proposal date or cost escalations will be on others.

2. Ductwork as shown on drawings and specifications and constructed within SMACNA Standards.
3. Air distribution as scheduled or specified.
4. Duct demolition.
5. Exhaust fan. (Existing exhaust riser to remain as noted in drawings.)
6. Relocate one thermostat.
7. Layout and provide ceiling and wall access panels or doors for installation by others.
8. Test & Balance as specified. (Pre T&B and final T&B will only be applicable to areas of construction.)
9. Crane, rigging, receiving, storing, trucking to the site per the schedule.
10. No fee sub permit.
11. Our trash picked up daily and placed in dumpster provided by General Contractor.
12. 12 month warranty starting at equipment startup.
13. Site specific Safety Plan. OSHA Certified Foreman.
14. Supervision while we are scheduled to be on site.
15. State and local sales tax.
16. Cost for Textura.
17. Prevailing wages.
18. Mutually agreed upon and logically sequenced construction schedule.

EXCLUSIONS:

1. Bond (if required add 1.3%).
2. Retainage unless mutually agreed at rate of 5% or less.
3. Escalation cost unless specifically stated above. (See Note 1 – Inclusions.)
4. Scope not specifically stated above. Not to be assumed.
5. Permit fees. (We will pull a no fee sub permit only.)
6. Composite clean-up crew.
7. BIM modeling and clash detection.
8. Conduit for controls system.
9. Fire alarm interlock wiring or work with any existing life safety devices.
10. Air filtration/filters for existing HVAC equipment.
11. Concrete work, roofing, painting, patching, ground penetrating radar.
12. Dumpsters or debris removal.
13. Cost for CX. (We provide startup and include CX support only.)
14. Power wiring and disconnect switches.
15. Motor starters and VFD's other than what is supplied by the HVAC vendors shown on the mechanical drawings and in the specifications.
16. Louvers, architectural access panels and fire dampers not shown in the mechanical drawings.
17. Framing or reinforcement of structural members required for supports or tiedowns on HVAC equipment, curbs, ductwork penetrations and piping.
18. Work on weekends, holidays or after normal business hours of 7:00 a.m. – 3:30 p.m. or 8:00 a.m. - 4:30 p.m., Monday through Friday.
19. Accelerated work schedule unless mutually agreed upon 3 weeks in advance.
20. Duct cleaning.
21. ICRA.
22. AHCA provisions are excluded.
23. Refurbishment of any existing equipment or HVAC systems.
24. Extended warranty beyond standard manufacturer warranty and standard 1 year warranty required by FBC to start at date of startup of HVAC equipment and end one year from startup date.
25. Cost for beneficial use of HVAC equipment for temporary cooling before Certificate of Occupancy and acceptance by Owner. Maintenance, additional warranty fees and monitoring will be available on T&M. Rates provided upon request.

26. Engineering fees for wind load tie down calculations.
27. Parking fees and transportation cost to the site. Required when parking is more than 1500 feet from the site.
28. CIP participation for WC/GL/XS.

Yours very truly,

**FARMER & IRWIN CORP.**



Reviewed and approved by:  
Jeff Allard, Senior Project Manager

Mechanical Estimator:  
Steve Lockwood

For questions please contact Steve Lockwood  
561.842.5316 x339  
[slockwood@fandicorp.com](mailto:slockwood@fandicorp.com)



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 Phone: 561.742.7644

June 15, 2023

Mr. Sebastian Fonnegra  
 Lebolo Construction Management, Inc.  
 2100 Corporate Drive  
 Boynton Beach, FL 33426

**Re: PBC Jupiter Health Clinic ADA Restroom Renovation – Jupiter, FL**

We hereby submit our revised proposal to bid the HVAC work on referenced project and we offer this scope of work for clarity of proposal and contract terms if this proposal is accepted for contract. Alternates and Value Engineering items require the acceptance and written approval from the Architect, Engineer, General Contractor and Owner prior to inclusion into the scope of work and the contract documents. In the event we are the successful bidder, the subcontract, lien releases, requisition forms, insurance requirements and other contract documents between Farmer & Irwin Corp. (F&I) and the awarding contractor shall include mutually agreeable modifications to bring the terms and conditions in line with our normal business practices, the AIA subcontract forms or a previously agreed upon Master Agreement that is not more than 3 years old.

Division 23 in accordance with plans and specification dated 4/22/22.  
 Drawings: M-1, M-2, M-3 and M-4. Addendums 1 and 2.

HVAC BASE BID.....\$19,693.00

GENERAL CLARIFICATION:

Estimated job duration in months: 8 (No schedule provided at time of bid.)  
 Estimated mechanical duration in months: 1  
 Peak crew size estimated:  
 Project Manager 1  
 Duct/Sheetmetal Workers 2  
 Duct Fabrication 2  
 Service Technician 1

ESCALATION CLAUSE:

Due to the uncertainty of today's material pricing, we will hold the pricing on our proposal for 25 days. We reserve the right to adjust our pricing to meet the increased costs. Please be assured that F&I will continue to work diligently with our suppliers to minimize all price adjustments. Upon review of the above acknowledged plans and specifications, F&I is providing the following lists of Inclusions, Furnish and Install as applicable, and Exclusions.

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8. Test & Balance as specified. (Pre T&B and final T&B will only be applicable to areas of construction.)
9. Crane, rigging, receiving, storing, trucking to the site per the schedule.
10. No fee sub permit.
11. Our trash picked up daily and placed in dumpster provided by General Contractor.
12. 12 month warranty starting at equipment startup.
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22. AHCA provisions are excluded.
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Yours very truly,

**FARMER & IRWIN CORP.**



Reviewed and approved by:  
Jeff Allard, Senior Project Manager

Mechanical Estimator:  
Steve Lockwood

For questions please contact Steve Lockwood  
561.842.5316 x339  
[slockwood@fandicorp.com](mailto:slockwood@fandicorp.com)

Jupiter Health Center Renovations

CONTINGENCY USE REQUEST #01

# Supplier Proposals Price Increase



**CORS-AIR**  
 2601 SW 32ND AVE  
 PEMBROKE PARK FL 33023-7701  
 Phone: 954-456-4300 Fax: 954-458-3702

**REVISED QUOTATION**

To: FARMER & IRWIN CORP <>

<b>Project:</b>	<u>PBC - JUPITER HEALTH CLINIC - ADA RESTROOM RENO</u>	<b>Terms:</b>	<u>Net 30</u>	<b>Addendum:</b>	<u></u>
<b>Location:</b>	<u>JUPITER</u>	<b>Plan Date:</b>	<u></u>	<b>Plan Status:</b>	<u></u>
<b>Bid Date:</b>	<u>01/17/2023</u>	<b>Proposal:</b>	<u>148981</u>	<b>Revision:</b>	<u>01 01/17/23</u>
<b>Project:</b>	<u>148981</u>				
<b>Engineer:</b>	<u></u>				

Pricing is firm for 30 days from date of proposal. No sales or use tax is included.  
 A late charge of 1-1/2% (18% per annum) will be added to all accounts over 30 days.

- 4 PCS PRICE GRILLES \$ 165.00
- 1 PCS GREENHECK MODEL G-VG ROOFTOP FAN MIAMI DADE RATED WITH BDD, SPEED CONTROL, ALUM BS, AND 24 TALL FLAT ROOF CURB WITH DAMPER TRAY (HINGE KIT / KEY BY OTHERS ) \$ 1,330.00

By placing an order with Seller or purchasing the Goods, Customer agrees that the Terms will exclusively govern the purchase of Goods by Customer. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at [www.stanweaver.com/terms-and-conditions](http://www.stanweaver.com/terms-and-conditions) or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.

Thank You,

**Miami Estimating**

Serving Construction and Industry Through Experience and Integrity.  
 Visit our web site at [www.cors-air.com](http://www.cors-air.com).



**CORS-AIR STANDARD TERMS AND CONDITIONS**

Quote #

14898101

**SELLER'S TERMS TO GOVERN:**

Only the terms and conditions stated herein shall be binding upon GDR ACQUISITIONS, LLC, dba CORS-AIR (Seller) herein known as CORS-AIR or SELLER. Purchaser or Buyer herein will be known as PURCHASER. Except as otherwise provided, all quotations and sales shall be subject to SELLER'S standard terms and conditions and BUYER is conclusively presumed to have accepted such terms and conditions unless otherwise agreed in writing. No modifications, amendment, or change, whether in Buyer's purchase order, shipping release, forms or otherwise shall obligate the SELLER unless authorized in writing by CORS-AIR.

**PRICES:**

Prices are valid if accepted within Thirty (30) days of Quotation date and are subject to change if quoted products have not been ordered within the Ninety (90) days of acceptance. Field work, start up or training is NOT Included in any pricing unless so stated in writing.

**TAXES:**

Prices are subject to all applicable taxes. To the prices quoted PURCHASER is responsible for any sales or use tax, customs; whether international, federal, state or local, payable on the transaction for any applicable statute. Tax exemption certificates must accompany the purchase order. CORS-AIR is not authorized to collect or remit taxes on orders shipped to destinations other than the State of Florida. It is the customer's responsibility for the reporting and payment of other said taxes, if any. Entities operating outside of the United States and purchasing goods for exportation will be required to pay all applicable sales taxes to the Freight Forwarder's shipping address. Credit of sales taxes will only be issued upon our receipt of the required Bill of Lading.

**ACCURACY OF SPECIFICATIONS:**

Quotations are based on the accuracy of the specifications provided. CORS-AIR reserves the right to re-quote a job at time of submission if construction specifications, shipping requirements, payment terms, or other materials do not conform to the information on which the original Quotation was based. Clerical errors are subject to correction. PURCHASER must review all materials to be ordered, especially sizes, quantities, widths, heights, and voltages, including those of louvers and heaters and all other products. When a Quotation is based upon a customer takeoff, CORS-AIR is not responsible for models, accessories, quantities, or sizes. PURCHASER must check for accuracy.

**ORDER ACCEPTANCE:**

Acceptance of orders is subject to credit approval by SELLER. The PURCHASER understands that the products being ordered by CORS-AIR from the manufacturers we represent are specially fabricated materials and cannot be cancelled or changed without written authorization from CORS-AIR. Additional charges or cancellation fees may apply.

**PRODUCTION SCHEDULES:**

Estimated production schedules or lead times will be provided by SELLER to PURCHASER. Lead times are based on working days and do not allow for transit time. Lead times and shipment dates are Quotations only and may be subject to change as per manufacturer's updates. SELLER cannot be held responsible for delays in the manufacturer's production schedules due to customer approval of drawings, color matching or engineering issues.

**SHIPMENT:**

Shipments are standard delivery FOB factory ground freight allowed to Florida unless noted otherwise. Shipping Instructions must be available at the time of all order releases unless noted on the original purchase order. All risk of loss, damage and other incidence of title and ownership shall pass to the purchaser upon delivery to carrier at factory shipping point and such delivery shall constitute delivery to PURCHASER. Shipping dates or shipment arrival at destination will not be guaranteed by SELLER.

**LIABILITY DISCLAIMERS:**

Purchaser agrees to release CORS-AIR, who assumes no liability or responsibility for any loss, damage or delay in PRODUCTION OR SHIPPING SCHEDULES caused by strikes, lockouts, fire, theft, riot, war, nuclear disaster, acts of terrorism, acts of God, or any cause beyond its control and any event for consequential damages.

**STORAGE:**

Orders delivered to CORS-AIR will be subject to storage fees if not picked up within Five (5) days.

**SHIPPING CLAIMS:**

In no event shall SELLER be liable for special or consequential shipping damage. Any claims for loss or damages in transit should be filed by the PURCHASER (Consignee) with the transportation company. Claims for shortage or damage of material must be reported to CORS-AIR within Five (5) days from receipt of shipment at destination or within Five (5) days of CORS-AIR invoice, whichever comes first. PURCHASER will be responsible to pay for both shipments as PURCHASER is responsible to file the freight claim. SELLER is not responsible for installation or mishandling of products as labor and handling are the responsibility of others.

**RETURNS:**

PURCHASER may not return products without a CORS-AIR Return Goods Authorization (RGA) or manufacturer's Return Materials Authorization (RMA) or RGA. Products ordered from manufacturers on behalf of PURCHASER are specially fabricated materials and are subject to the manufacturer's return policy. Products authorized for return will be subject to restocking fees.

**TERMS / PAYMENTS / CLAIMS / LIENS:**

PURCHASER is subject to credit approval with credit terms as established on the SELLER'S credit application. Terms are net Thirty (30) calendar days from the date of invoice for customers with approved credit terms. No hold-back, deferred payment or retainage will be allowed. Any payment not made within Thirty (30) days of the due date shall accrue interest at a rate of 1 1/2 % per month. The PURCHASER shall provide a copy of any Notice of Commencement filed on record for the project and/or a Project Worksheet prior to SELLER starting work under the contract. As security for payment on any sum due under the terms of this agreement, SELLER has the right to file a Notice to Owner and/or lien on the project. If payment is not made, the customer is liable for all collection cost incurred. SELLER reserves the right to revoke or change credit terms to customer's account or on subsequent orders.

PURCHASER invoices past due Sixty Five (65) days will be put on a credit hold and materials will not be released until the payment is made and the hold is released. Purchaser invoices past due Seventy Five (75) days will initiate the filing of a Lien on the project. If payment is made by Eighty (80) days, no Lien will be filed. If monies are not received by Eighty (80) days the Lien will be filed on the project.

The material is subject to shipment in whole or in part at the option of the SELLER and each shipment is subject to immediate invoicing.

Failure of PURCHASER to comply with the terms of payment or with any other terms of sale, SELLER shall have the right to withhold further deliveries or to cancel the unfilled portion of any order and charge PURCHASER for cancellation fees. All unpaid accounts shall thereupon become due and payable without prejudice to any claims for damages against SELLER.

It is understood that purchasing products from SELLER constitutes the PURCHASER'S acceptance of CORS-AIR'S Standard Terms and Conditions. In the event PURCHASER'S purchase order states terms additional to or different from CORS-AIR'S Standard Terms and Conditions, then PURCHASER has 72 hours to provide a written objection to SELLER. SELLER has 72 hours to accept or deny changes. The failure of PURCHASER to deliver notification of objection to SELLER shall be deemed PURCHASER'S acceptance. The laws of the State of Florida shall govern the validity, interpretation, and enforcement thereof.



**CORS-AIR**  
 2601 SW 32ND AVE  
 PEMBROKE PARK FL 33023-7701  
 Phone: 954-456-4300 Fax: 954-458-3702

**REVISED QUOTATION**

To: FARMER & IRWIN CORP <>

<b>Project:</b>	PBC - JUPITER HEALTH CLINIC - ADA RESTROOM RENO		
<b>Location:</b>	JUPITER	<b>Terms:</b>	Net 30
<b>Bid Date:</b>	01/17/2023	<b>Plan Date:</b>	_____ <b>Addendum:</b> _____
<b>Project:</b>	148981	<b>Plan Status:</b>	_____
<b>Engineer:</b>	_____	<b>Proposal:</b>	148981 <b>Revision:</b> 02 06/13/23 ✓

Pricing is firm for 30 days from date of proposal. No sales or use tax is included.  
 A late charge of 1-1/2% (18% per annum) will be added to all accounts over 30 days.

- 4 PCS PRICE GRILLES \$ 240.00
- 1 PCS GREENHECK MODEL G-VG ROOFTOP FAN MIAMI DADE RATED WITH BDD, SPEED CONTROL, ALUM BS, AND 24 TALL FLAT ROOF CURB WITH DAMPER TRAY (HINGE KIT / KEY BY OTHERS ) \$ 1,945.00

By placing an order with Seller or purchasing the Goods, Customer agrees that the Terms will exclusively govern the purchase of Goods by Customer. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at [www.stanweaver.com/terms-and-conditions](http://www.stanweaver.com/terms-and-conditions) or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.

Thank You,

**Miami Estimating**

Serving Construction and Industry Through Experience and Integrity.  
 Visit our web site at [www.cors-air.com](http://www.cors-air.com).



## CORS-AIR STANDARD TERMS AND CONDITIONS

Quote #

14898102

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### **PRICES:**

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# Proposal

January 17, 2023

**Project: PBC JUPITER HEALTH CLINIC ADA RESTROOM RENO.**



Attention:

Perfect Balance Sq'd. LLC. appreciates the opportunity to submit to your firm a proposal on the above referenced project. This proposal includes a complete Test & Balance on (2) AHU, (12) SUP/RET/EXH GRILLE & (2) EF in scope of work, including all labor and test equipment necessary to provide National Comfort Institute, Inc. (NCI) certification of air systems at a tolerance of plus or minus 10%

This proposal is based on the following:

1. Equip must be serviced to like new condition, including new filters, Tight belts, clean coils, etc.
2. All dampers, belts, pulleys, etc., necessary to attain desired air flow are to be furnished and installed by owner's mechanical contractor.
3. Access To perform work during normal working hours.
4. Controls contractor to provide all HVAC control communications software with appropriate cables for communication or be available to operate the system during the test and balance process. (If needed)
5. Any repairs found necessary to be completed by others.

**PRE-TEST.....\$650.00    FINAL-TEST.....\$1200.00**

**TERMS:**            Net THIRTY (30) days. This price is valid if accepted within NINETY (90) days of the date of this proposal.



# Proposal

June 13, 2023

Project: PBC JUPITER HEALTH CLINIC ADA RESTROOM RENO.



Attention:

Perfect Balance Sq'd. LLC. appreciates the opportunity to submit to your firm a proposal on the above referenced project. This proposal includes a complete Test & Balance on (2) AHU, (12) SUP/RET/EXH GRILLE & (2) EF in scope of work, including all labor and test equipment necessary to provide National Comfort Institute, Inc. (NCI) certification of air systems at a tolerance of plus or minus 10%

This proposal is based on the following:

1. Equip must be serviced to like new condition, including new filters, Tight belts, clean coils, etc.
2. All dampers, belts, pulleys, etc., necessary to attain desired air flow are to be furnished and installed by owner's mechanical contractor.
3. Access To perform work during normal working hours.
4. Controls contractor to provide all HVAC control communications software with appropriate cables for communication or be available to operate the system during the test and balance process. (If needed)
5. Any repairs found necessary to be completed by others.

**PRE-TEST.....\$1,100.00 FINAL-TEST.....\$2,095.00**

**TERMS:** Net THIRTY (30) days. This price is valid if accepted within NINETY (90) days of the date of this proposal.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/31/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064	CONTACT NAME:		
	PHONE (A/C, No, Ext): 954-941-0900	FAX (A/C, No): 954-941-2006	
	E-MAIL ADDRESS: kdunn@bgsagency.com		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Amerisure Insurance Co.	19488	
	INSURER B : Amerisure Mutual Insurance Co.	23396	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: 280097286 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 SUBR INSP. 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	Y Y	GL21152930301	9/11/2023	9/11/2024	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	OTHER:					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y Y	CA21152920301	9/11/2023	9/11/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y Y	CU21152940302	9/11/2023	9/11/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	WC21152950301	9/11/2023	9/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	Y/N N/A					E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased or Rented Equipment		IM21184490202	9/11/2023	9/11/2024	Limit: \$100,000	Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.  
General Liability: Additional Insured, Primary & Non-Contributory, Including On-Going & Completed Operations as required by written contract, per CG7324 0323. Waiver of Subrogation, as required by written contract, per CG7289 0417.

Auto Liability: Additional Insured & Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary; Non-owned Autos are excess over any other collectible insurance, per CA0001 1120.

Workers' Compensation: Waiver of Subrogation, as required by written contract, per WC000313. See Attached...

<b>CERTIFICATE HOLDER</b>  Palm Beach County, Board of County Commissioners, c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5604	<b>CANCELLATION</b>  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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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Bateman Gordon and Sands		NAMED INSURED Lebolo Construction Management, Inc. 2100 Corporate Drive Boynton Beach FL 33426	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability coverage.  
 30 Day Notice of Cancellation, Nonrenewal or Material Change - Third Party, per form IL7074 0116 applies.  
 ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.  
 Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for commercial general liability.