

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 8, 2025

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Work Order No. 25-004 (Work Order) to the annual heating, ventilation & air conditioning (HVAC) services contract (R2025-0084) with Advanced Roofing, Inc. dba Advanced Air Systems (Contractor) in the amount of \$568,780 for the Eagle Academy Chiller Replacement project for a period of 260 calendar days from notice to proceed.

Summary: The project consists of the removal and replacement of the existing chiller and water pumps at the Eagle Academy facility. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove one (1) chiller and replace with a new 165-ton air cooled chiller including associated accessories as well as remove two (2) water pumps and replace with new water pumps including associated accessories. The new chiller and water pumps will benefit all users of the facility by having a reliable cooling system. 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 260 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 services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC services contract was presented to the Goal Setting Committee on October 2, 2024 and the Committee established an Affirmative Procurement Initiative of a Small Business Enterprise (SBE) price preference whereby an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid. The SBE participation on this Work Order is 1.17%. To date, the Contractor's overall SBE participation is 1.10%. To date, the overall SBE participation on the annual HVAC services contract is 43.64%. **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 & Justification: This project was openly, competitively advertised and procured where new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor submitted the lowest responsive and responsible bid of the six (6) bids received. The new chiller and water pumps will benefit all users of the facility by having a reliable cooling system.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 25-004
4. Bid Summary
5. Annual Contract-HVAC Services #P-2024-006318: Control Sheet
6. Nongovernmental Entity Human Trafficking Affidavit

Recommended by: 
Department Director


Date

Approved by: _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$631,780	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$631,780	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget:	Yes	<u> X </u>	No	_____
Is this item using Federal Funds?	Yes	_____	No	<u> X </u>
Is this item using State Funds?	Yes	_____	No	<u> X </u>

Budget Account No:

Fund 1164 **Dept** 410 **Unit** 107A-08 **Object** 4907

CONSTRUCTION	\$568,780.00
STAFF COSTS	\$ 63,000.00
CONTINGENCY	\$ 0.00
TOTAL	\$631,780.00

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:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

LOCATION MAP

Project No: 2023-024149-R1
Project Name: Eagle Academy Chiller Replacement
Location: 38673 James Wheeler Way, Belle Glade, FL 33430



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/31/2025
PROJECT MANAGER: Henry Madriz, Project Manager
PROJECT TITLE: Eagle Academy Chiller Replacement
(Same as CIP or IST, if applicable)

PHONE: (561)233-0165

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#: R-2025-0084
DATE:

REQUESTED AMOUNT: \$568,780.00
eFDO # / PROJECT NUMBER: 2023-024149-R1 / P-2024-001490
W.O. NUMBER: 25-004
CSA or CHANGE ORDER NUMBER:

Handwritten signature: MD 2/6/25

SERVICE LOCATION: 38673 James Wheeler Way, Belle Glade, FL
BUILDING NUMBER: 2089

CONSULTANT/CONTRACTOR: Advanced Roofing, Inc. dba Advanced Air Systems (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 one (1) chiller and two (2) water pumps per Attachment "C" provided by
Capital Improvements Division.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$568,780.00), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$ 63,000.00), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$631,780.00).

* 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-08 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: ARPA Amount \$631,780.00)

DEPARTMENT: FD&O

BAS APPROVED BY: [Signature]
ENCUMBRANCE NUMBER:

DATE: 2/6/2025

ATTACHMENT #3

**WORK ORDER 25-004 TO
ANNUAL CONTRACT R-2025-0084
FOR HEATING, VENTILATION & AIR CONDITIONING (HVAC) SERVICES
PROJECT NAME: EAGLE ACADEMY CHILLER REPLACEMENT
PROJECT NO. 2023-024149-R1**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Advanced Roofing, Inc. dba Advanced Air Systems, a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal ID# is 59-2360591 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 1/14/2025 (R-2025-0084) ("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 **\$568,780.00** for the construction costs to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace one (1) chiller and two (2) water pumps per Attachment "C" and addenda 1,2 and 3 provided by Capital Improvements Division 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 **260** calendar days of permit issuance. 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 1.10% SBE subcontracting participation on this Contract. Contractor will provide 1.17% on this Work Order.

- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form

EBO Schedules 1 and 2
APIs
Addenda 1, 2, 3
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: None

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Eagle Academy Chiller Replacement
Project Number: 2023-024149-R1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

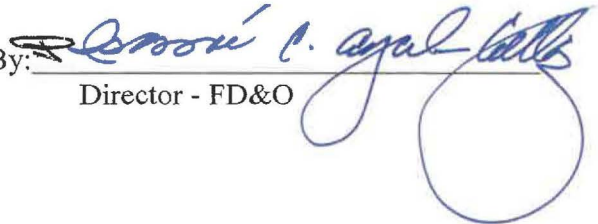
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Director - FD&O

Project Name: Eagle Academy Chiller Replacement
Project Number: 2023-024149-R1

WITNESS: FOR CONTRACTOR

CONTRACTOR: ADVANCED ROOFING,
INC. DBA ADVANCED AIR SYSTEMS

SIGNATURE



Signature

Tomara Martin

Name (type or print)



Signature

Robert Kornahrens

Name (type or print)

President

Title

(Corporate Seal)

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 12/4/2024 Addendum # _____ dated _____
Addendum # 2 dated 12/10/2024 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:

12/13/2024
Date

Advanced Roofing, Inc. dba Advanced Air Systems

Contractor Firm Name



Signature

Robert Kornahrens, President

Print Name and Title

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

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

PROJECT NUMBER: 2023-024149-R1

PROJECT NAME: Eagle Academy Chiller Replacement

DATE: December 13, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Advanced Roofing, Inc. d/b/a Advanced Air Systems
(hereinafter called "Principal"), and Atlantic Specialty 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 Total Amount Bid
Dollars, (\$ 5% of The Total Amount Bid), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by 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: **(Project Name: Eagle Academy Chiller Replacement and Number: 2023-024149-R1)**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Andrea E. Gorbort, Andreah Moran, Jaclyn Maffey, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Mariya Leonidov, Ryan Gray**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

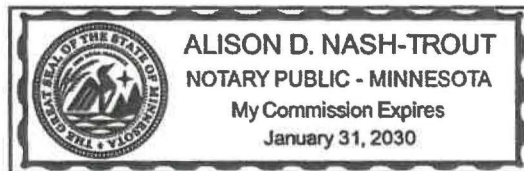
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of December, 2024.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

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 Price Preference For Single Trade Construction**

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

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Eagle Academy Chiller Replacement

SOLICITATION/PROJECT/BID NO.: 2023-024149-R1

SOLICITATION OPENING/SUBMITTAL DATE: 12/13/2024

COUNTY DEPARTMENT: CID

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: Advanced Roofing, Inc. dba Advanced Air Systems ADDRESS: 1950 NW 22nd Street, Fort Lauderdale, FL 33311

CONTACT PERSON: Paul Murphy PHONE NO.: 954-522-6868 E-MAIL: paulm@advancedairsystem.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$ 568,780.00

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

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

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

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
	1. WISCH & JACKSON CO. OF FLORIDA, INC. 1. 861 Jupiter Park Dr. Suite A, Jupiter 33458 Vendor ID:VC0000104747	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$6,639.53	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
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 _____

Total Bid/Offer Price \$ 568,780.00

Total Certified S/M/WBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge: Robert Kornahrens President
Name & Authorized Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

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: 2023-024149
 SOLICITATION/PROJECT NAME: Eagle Academy Chiller Replacement

Prime Contractor: Advanced Roofing Inc. dba Advanced Air Systems Subcontractor: Wisch & Jackson Co. of Florida, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/30/2023 to 11/29/2026

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

Column 1	Column 2	Column 3
<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
01	Building Automation Controls	\$6,639.53			\$6,639.53

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: \$6,639.53

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.

N/A
 Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

Advanced Roofing Inc. dba Advanced Air Systems

Print Name of Prime

By: 

Authorized Signature

Print Name

Title

Date: _____

Wisch & Jackson Co. of Florida, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Ross Buckalter

Print Name

President

Title

Date: 12/10/2024

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

Contact: Henry Madriz, Project Manager
Phone: (561) 233-0165
Project Title: Eagle Academy Chiller Replacement
Project #: 2023-024149-R1
Project Location: 38673 James Wheeler Way, 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, and **outside** operation hours on evenings and weekends for outages, chiller removal, and changeover.
- 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 two hundred sixty (260) 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, or bidding phase to ensure existing conditions.

2. SCOPE OF WORK

To remove and replace one (1) chiller and two (2) water pumps per the project requirements provided below:

- a. Remove existing Trane chiller, furnish and install one (1) new 165-ton Air Cooled Chiller (14 EER Rating) and two (2) water pumps "like for like", new expansion buffering tanks, new butterfly valves with tapped lug body, extended valve handles to clear insulation, isolation valves and taps for temporary cooling or servicing related

HVAC equipment.

- b. Upgrade existing controls and reprogram, reconnect existing BAS system. See Exhibits "1 - 7".
- c. Properly decommission, remove, dispose of existing chiller unit, HVAC equipment, and pumps according to Local, National, and State guidelines.
- d. Furnish and install new individual equipment surge protection, ground fault protection, new matching circuit breakers, new pipe insulation, new electrical wiring in conduits and new fuse disconnects. The existing mechanical service yard has self-contained stainless steel disconnects that are in good condition & disconnect enclosures will not require to be replaced. Contractor shall confirm County maintenance staff has access to exterior panel and proper code clearances in front of all electrical panels.
- e. Reconnect all fire alarm devices, wiring and lightning protection. If disturbed or damaged, the contractor shall replace and reconnect to ensure good working condition.
- f. Replace the existing electrical disconnects breakers, connectors, seal-tithe conduit and wire from the disconnect to the unit.
- g. All condenser coils, shall be copper fin and copper tube and shall be coated with Heresite Protective Coating P-413 see Exhibit "5", or Palm Beach County (PBC) approved equal.
- h. The Contractor shall not open up the chiller system to check prior to start-up. The contractor is responsible for providing a full-working HVAC system with BAS controller. The contractor is welcome & recommended to schedule, announce and hold a HVAC Chiller "Pre-start up Meeting" to ensure smooth energizing, solid performance, proper construction sequencing, confirm approved building permit inspections, avoid potential failures and assist in County acceptance.
- i. The Contractor will be required to notify Palm Beach County seven (7) days prior to demolition for decommissioning. The contractor shall properly recover and recycle refrigerant & other components per State statute and Environmental Protection Agency (EPA) regulations.
- j. Insulate and paint exposed pipes with two coats of paint, containing UV inhibitors and in accordance with the insulation manufacturer's recommendations. See Exhibit "4".
- k. Contractor shall provide & replace all necessary piping, electrical, control wiring and refrigerant lines to make the system operational per manufacturer specifications. The contractor shall be required to upgrade the new equipment controls with Automated Logic 'Bac-Net' wiring capability and meet present BAS monitoring standards for Palm Beach County.
- l. Install new liquid & suction line isolation valves, before and after drier cores, to accommodate core removal.
- m. Ensure all chill water and supply return piping are fully operational. The Contractor is

not responsible for flushing any existing supply and return chill water piping.

- n. All penetrations, joints, taps, splices and re-connections shall be sealed and patched to ensure water tight, pressure and meet code requirements.
- o. The Contractor shall document system pressure, test and balance, recalibrate before running load amps, provide the Palm Beach County Project Manager with the test, and balance report conducted by a third- party licensed HVAC contractor, and provide report to Palm Beach County.
- p. The contractor shall provide Neoprene pads under the chiller & pumps with internal isolators.
- q. Add refrigerant line supports, hangers, or blocks as needed to keep lines stable, structural supported and off ground.
- r. The contractor is not to open the factory sealed system. The manufacturer's factor charged & sealed refrigerant which shall meet EPA standards can remain inside chiller for normal start-up and operation.
- s. The contractor provide use the existing maintenance & concrete house-keeping with isolation pads and hurricane resistant anchoring to resist wind loads at eight (8) locations min. The manufacturer shall govern, or provide any 12" stand as recommended by HVAC Chiller manufacturer to ensure & protect Manufacturer warranty.
- t. The system shall be started after chiller replacement installation is complete and tested for proper operation with the County Project Manager (PM) present. The contractor is required to upgrade existing controls and programming to Building Automation System (BAS) supply and re-connection with 'Back-Net' connection wiring. The Contractor is required reprogramming (BAS) and reset controls based on new chiller and pumps. See Exhibits "1" and "5". The existing BAS system is Automated Logic. Coordination will be required to ensure proper working order.
- u. The Contractor will provide "As-Built" documents including drawings and equipment specifications, manufacturer's warranties, and building permit certificate of completion to county representative prior to final pay application.
- v. The Contractor will be required to provide and connect temporary portable chiller in the same tonnage as the existing to keep the building air-conditioned during the chiller replacement. The transfer of HVAC chiller related equipment is to be done after business hours or on the weekends and is to be coordinated with the County FMD Manager and Eagle Academy Director. The contractor is required to keep and maintain the indoor ambient temperature at a temperature of 70 - 75 degrees Fahrenheit during replacement chiller construction & work hours.
- w. The Contractor is required to give advance notice to County Project Manager seven (7) days in advance before starting the decommissioning of the existing chiller and any air-conditioning outages. This will be discussed at the OAC meeting prior to proceeding with the Chiller changeover.

- x. Contractor shall purchase, provide, and install surge-protection and phase monitors to control dirty power and over-charged phase electricity in Mech / Elect Room.
- y. The existing BAS is serviced and supplied by Wisch & Jackson; service representative contact is John Walker (561)353-8109 / John@wischandjackson.com. A price quote pertaining to programming and upgrading the BAS is included; refer to Exhibit "8". The contractor's final bid quote shall include the quote attached in addition to listing the subcontractor on OEBO Schedule 1 & 2.

3. PRODUCT INFORMATION

Manufacturer used as the Basis of Design is Trane based only on existing equipment at this location. Any others must meet or exceed all specified requirements. Any substitution must be submitted by the Prime Contractor at least (10) business days prior to bid due date and will require Owner's written approval. Substitution requests are to be submitted for County review to the Project Manager and shall include all equipment and material cut sheets and manufacturers performance criteria data for all equipment and components for review and acceptance by the County. Naming acceptable manufacturers does not relieve the contractor from compliance with all design requirements shown on the drawings and technical specifications or listed herein. Palm Beach County is responsible to review the substitution(s) in order to make final equality recommendation.

Existing chiller is Trane, model # RTAC-1554-UR0H-UAFN-N1TY-1COC-NNDE-A10N-REEX-N.

Water pumps are Canariis, Model # C080156-01 A90, with a quantity of two (2) pumps. The Contractor shall match in size, horsepower, capacity approximate size and over-all performances.

4. SUBMITTALS

All submittals and shop drawings shall be sent to the County 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 County Project Manager to make the 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 the brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval to the Project Manager. Such submittals shall include as much details, and information, as required by the County Project Manager, to evaluate the proposed substitution.

5. EXISTING EQUIPMENT

- a. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.

- b. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

6. EQUIPMENT MANUFACTURERS

a. ACCEPTABLE MANUFACTURERS

Chillers shall be manufactured by one of the following:

- Trane
- Carrier
- Daikin
- York

Pumps shall be manufactured by one of the following:

- Bell & Gossett
- Taco
- Canariis
- Gould

Requests for substitution are required to meet the specified requirements and performance criteria. Refer to Section 3 (Product Information) for additional requirements.

- b. All materials shall meet or exceed Florida Building Code (latest edition). Product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- c. Deliver materials in their original, unopened packages, and protected from exposure to the elements. Do not use damaged or deteriorated materials.
- d. The 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 public in general from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

8. PROJECT CONDITIONS

The Contractor is to coordinate all space and security requirements with the Project Manager. Submit a construction schedule 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 to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by the Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

9. PREPARATION

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

10. EXAMINATION

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

11. INSTALLATION

All materials shall be installed in strict accordance with FBC (building code latest edition), 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 for a period of twelve (12) months from substantial completion. Ten (10) year manufacturer warranty on chiller.

13. CLEAN UP

It is the Contractor's responsibility to remove all waste materials, tools and equipment from the job site daily. Thoroughly clean the entire job area prior to requesting the final inspection. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

14. SECURITY

All bidders must have "Critical Facilities" badged employees prior to commencement of work.

- 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 IMPROVEMENTS DIVISION**

PROJECT NAME: Eagle Academy Chiller Replacement

PROJECT NUMBER: 2023-024149-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 12/04/2024

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 and one (1) attachment.

CHANGE TO SCOPE OF WORK ATTACHMENT C

1. Exhibit "8" – delete and replace with attached *Exhibit "8" REVISED*.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE, 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: _____



END OF ADDENDUM 1

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

PROJECT NAME: Eagle Academy Chiller Replacement

PROJECT NUMBER: 2023-024149-R1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 12/10/2024

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.

RESPONSE TO REQUEST FOR INFORMATION

Trane South Florida

Question #1. IFQ/B attachment C, scope of work lists replacement of Qty-2 pumps. While Exhibit "2" lists specifications for replacement of existing pump package. Please confirm entire pump package is to be replaced as specified in exhibit 2 and that substitutions shall be pre-approved by County prior to project bid date.

Response: Yes, quantity of two (2) pumps shall be replaced as part of this construction project. "Exhibit 2" is included as a reference technical document for the overall Chiller and Pump Package including Bladder tanks & valves, etc. Bidders shall review it to confirm all replacement equipment is included in their proposals.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO, 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:  _____

END OF ADDENDUM 2

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

PROJECT NAME: Eagle Academy Chiller Replacement

PROJECT NUMBER: 2023-024149-R1

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 12/11/2024

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 and one (1) attachment.

CHANGE TO SCOPE OF WORK ATTACHMENT C

1. **Exhibit "8" REVISED** – delete and replace with attached *Exhibit "8" REVISED 12/11/2024*.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE, 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: _____



END OF ADDENDUM 3



Palm Beach County - Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411

Surety: Atlantic Specialty Insurance Company

Bond Number: 800183114

Owner: Palm Beach County - Capital Improvements Division

Bond Amount: \$568,780.00

Project: Project No. 2023-024149-R1 - Eagle Academy Chiller Replacement

To: Palm Beach County

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

Sincerely,



Jaclyn Maffey
Attorney-in-Fact
American Global, LLC

PUBLIC CONSTRUCTION BOND

BOND NUMBER 800183114

BOND AMOUNT Five Hundred Sixty-Eight Thousand Seven Hundred Eighty Dollars and 00/100 (\$568,780.00)

CONTRACT AMOUNT Five Hundred Sixty-Eight Thousand Seven Hundred Eighty Dollars and 00/100 (\$568,780.00)

CONTRACTOR'S NAME: Advanced Roofing, Inc. d/b/a Advanced Air Systems

CONTRACTOR'S ADDRESS: 1950 NW 22nd Street, Fort Lauderdale, FL 33311

CONTRACTOR'S PHONE: (954) 522-6868

SURETY COMPANY: Atlantic Specialty Insurance Company

SURETY'S ADDRESS: 605 Highway 169 North, Suite 800
Plymouth, MN 55441

SURETY'S PHONE: (800) 662-0156

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: Eagle Academy Chiller Replacement

PROJECT NUMBER: 2023-024149-R1

CONTRACT NUMBER (to be provided after Contract award): R-2025-0084, Work Order 25-004 TO

DESCRIPTION OF WORK: To remove and replace one (1) chiller and two (2) water pumps.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 38673 James Wheeler Way, Belle Glade, FL

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 \$ \$568,780.00

[Five hundred sixty-eight thousand seven hundred eighty 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: Eagle Academy Chiller Replacement
Project No.: 2023-024149-R1
Project Description: To remove and replace one (1) chiller and two (2) water pumps.
Project Location: 38673 James Wheeler Way, Belle Glade, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JOHNSON, LEVINSON, RAGAN, DAVILA,
INC.
LOCATION OF FIRM: 1450 CENTREPARK BLVD., STE. 350,
WEST PALM BEACH 33401
PHONE: 561-689-2303

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

1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract between Principal and County for the construction of Eagle Academy Chiller Replacement, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. 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
- c. 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
- d. 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.

2. 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, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

3. 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.

4. 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.

5. 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.

6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on _____, 20__

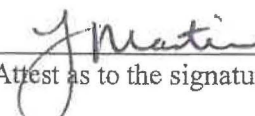
PRINCIPAL: ADVANCED ROOFING, INC. DBA ADVANCED AIR SYSTEMS

By: 
Signature

Robert P. Kornahrens, President
(Print Name and Title)

(SEAL)

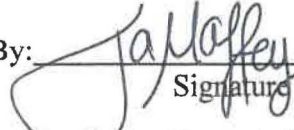
Address of Principal: 1950 NW 22nd Street
Fort Lauderdale, FL 33311


Attest as to the signature of Principal
Witness to Principal
Title

Address of Witness: 1950 NW 22nd Street
Fort Lauderdale, FL 33311

SURETY: Atlantic Specialty Insurance Company

By:


Signature

Jaclyn Maffey, Attorney-in-Fact

(Print Name and Title)


Attest as the signature of Surety

William A. Drayton Jr.

Title Witness to Surety

Address of Witness: 100 South Jefferson Road, Suite 101
Whippany, NJ 07981

(SEAL)

Address of Surety: _____

605 Highway 169 North, Suite 800, Plymouth, MN 55441

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Andrea E. Gorbert, Andreah Moran, Jaclyn Maffey, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Mariya Leonidov, Ryan Gray**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

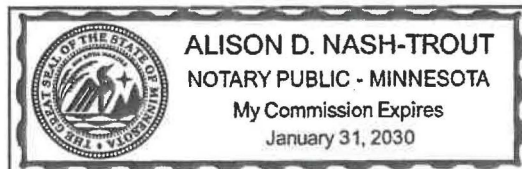
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____.



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Bond No.: 800183114

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Advanced Roofing, Inc. dba Advanced Air Systems and Surety Name: Atlantic Specialty Insurance Company

We the undersigned hereby guarantee that the (Eagle Academy Chiller Replacement, Project No. 2023-024149-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

ADVANCED ROOFING, INC. DBA
ADVANCED AIR SYSTEMS
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Robert P. Kornahrens, Pres.
(Print Name and Title)

Atlantic Specialty Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Jaclyn Maffey, Attorney-in-Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

ATTACHMENT #4

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 12/4/2024

PROJECT NUMBER: 2023-024149-R1

PROJECT MANAGER: Henry Madriz, PM

BID OPENING DATE: 12/13/2024

PROJECT NAME: Eagle Academy Chiller Replacement

FIRM NAME	Advanced Roofing, Inc. dba Advanced Air Systems	Florida Mechanical LLC	Precision Air Systems, LLC.	Cedars Electro-Mechanical, Inc.	Bradley Heating & Air Conditioning, Inc.	Farmer & Irwin Corp.
PRIME LOCATION	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL
PRIME SBE STATUS	NON-SBE	NON-SBE	NON-SBE	SBE	SBE	NON-SBE
BID BOND	Yes	Yes	Yes	Yes	Yes	Yes
BID	\$568,780.00	\$568,940.00	\$579,730.00	\$647,953.00	\$733,333.00	\$748,300.00
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Not Signed	Acknowledged/Signed
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Not Signed	Acknowledged/Signed
ADDENDUM 3	Not Acknowledged/ Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Not Signed	Acknowledged/Signed
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
SBE PARTICIPATION	1.17%	4.92%	4.83%	96.3%	100%	6.38%
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
NOTES:	Prime Bidder did not acknowledge Addendum three (3) in BID/QUOTE FORM, this is a minor irregularity.				Prime Bidder did not sign Addenda one (1), two (2) and three (3).	

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (568,780 + 10% = \$625,658) 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 Advanced Roofing, Inc. dba Advanced Air Systems.

Bid Documents Opened By (Print Name): Donna Lynch

Bid Documents Recorded By (Print Name): Diana Del Rio Cabrera

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

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:

Advanced Roofing, Inc. dba Advanced Air Systems

Charlene La Mattina 1-6-25
Charlene La Mattina, Project Manager Date

* David Hawke 1-21-25
David Hawke, Assistant Director Date

* APPARENT LOW CONTRACTOR CONFIRMED COMPLIANCE w/ PBC TECH. SPECIFICATIONS, IN-WRITING.

POSTED
1-24-25

ANNUAL CONTRACT - HVAC Services #P-2024-006318: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 01/14/2025)							\$15,000,000.00					
HVAC SERVICES CONTRACT Expires 01/13/2030							\$15,000,000.00					
INSERT BOARD INCREASES ABOVE THIS LINE												
PROJECT INFORMATION							DOLLARS		SBE PARTICIPATION			
DATE APPROVED	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ MWBE W.O.	% SBE W.O.	% MWBE W.O.
	2023-024149-R1	Eagle Academy Chiller Replacement	Advanced	\$568,780.00	25-004		\$1,525,337.00	\$13,474,663.00	\$6,639.53	6,639.53	1.17%	1.17%
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$13,661,153.00	770,709.89	6,639.53	57.57%	0.50%							
		ELECTRICAL CONSTRUCTION ANNUAL	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$		CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
	1	Advanced Roofing, Inc. dba Advanced Air Systems	Advanced	\$604,890.00	\$ 6,639.53		1.10%	6,639.53	1.10%			
	2	Cedars Electro-Mechanical, Inc.	Cedars	\$733,957.00	\$ 577,580.36		78.69%	-	0.00%			
			TOTAL	1,338,847.00	584,219.89		43.64%	6,639.53	0.50%			

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Advanced Roofing, Inc. dba Advanced Air Systems (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)


Robert P. Komahrens, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 17th day of December, 2024, by Robert P. Komahrens

Personally known OR produced identification .

Type of identification produced _____.



NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)