

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 10, 2026

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

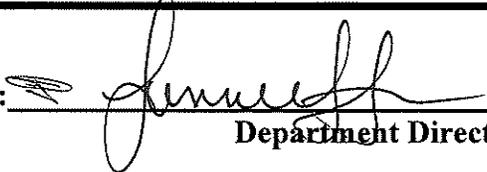
- A) An increase to the maximum dollar value of the annual Heating, Ventilation & Air Conditioning (HVAC) contract in the amount of \$10,000,000 for HVAC services on an as-needed basis through January 13, 2030; and
- B) Work Order No. 26-002 (Work Order) to the HVAC services contract (R2025-0613) with Florida Mechanical LLC (Florida Mechanical) in the amount of \$786,109 for the Convention Center – AHUs Refurbishment, Phase III project for a period of 310 calendar days from notice to proceed.

Summary: On January 14, 2025, the Board of County Commissioners (BCC) approved the annual HVAC contracts (R2025-0084 through R2025-0085). The work consists of HVAC services related to system and component installations, upgrades, replacements, modifications and repair to County-owned properties on an as needed basis. To date, the County has awarded \$8,909,248 in work orders. Staff is requesting the cumulative limit be increased by \$10,000,000 for a total cumulative value of \$25,000,000 in order to accommodate additional anticipated new projects required to be accomplished before the term of this contract, which expires on January 13, 2030. Work will be awarded as work orders on a lump-sum, competitively bid basis across all prequalified contractors. Contractors may qualify at any time and be added to this annual HVAC contract before the term ends. All projects are advertised on the vendor self-service (VSS) website and are bid among the pool of pre-qualified contractors while projects \$200,000 or greater are additionally advertised in the newspaper. Bidders without an annual HVAC contract responding to the specific project advertisement shall submit a qualification application at least ten (10) calendar days before the bid due date. Currently nine (9) contractors are prequalified. The Convention Center – AHUs Refurbishment, Phase III project consists of the replacement/refurbishment of air handler unit (AHU) number 4 (180 ton), AHU number 7 (187 ton), and AHU number 14 (57 ton) in the Convention Center building located at 650 Okeechobee Boulevard in West Palm Beach. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, shop drawings, permitting and all miscellaneous requirements necessary to replace/refurbish the AHU systems that are at the end of their service life. 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. Florida Mechanical will have 310 calendar days from notice to proceed to substantially complete the project. **(Continued on Page 3)**

Background and Justification: (Continued on Page 3)

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 25-007
- 4. Bid Summary
- 5. Annual Contract – HVAC Services #P-2024-006318: Control Sheet
- 6. Nongovernmental Entity Human Trafficking Affidavit
- 7. Emergency Ordinance Notification Letters

Recommended by:  2/12/26
Date

Department Director

Approved by:  2/25/26
Date

Deputy County Administrator

Continued from Page 1

Summary: Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This Work Order was solicited pursuant to the annual HVAC services contract and the requirements of the Emergency Equal Business Opportunity (EBO) Ordinance 2025-014 approved by the BCC on June 3, 2025. The annual HVAC services contract was presented to the Goal Setting Committee (GSC) on October 2, 2024 and the GSC established an Affirmative Procurement Initiative (API) 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 2.06%. To date, Florida Mechanical's SBE participation on its annual HVAC services contract is 0.91%. The overall SBE participation across all the annual HVAC services contracts to date is 58.38%. Funding for this project is from the TDC – Building Renewal and Replacement Fund. **(Capital Improvements Division) District 2 (MWJ)**

Background and Justification: The pre-qualification for this contract was advertised on October 23, 2024. In order to accommodate current and anticipated new projects before the term of this contract, which expires on January 13, 2030, staff is requesting to increase the maximum dollar value of the annual contracts by \$10,000,000 for a total cumulative value of \$25,000,000. Work will be awarded as work orders on a lump-sum, competitively bid basis across all prequalified contractors. The Convention Center – AHUs Refurbishment, Phase III 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. Florida Mechanical submitted the only responsive and responsible bid. This is the third solicitation for this project, as the initial two (2) solicitations resulted in single bids, and it was deemed necessary to cancel and re-solicit the project to ensure sufficient competition among bidders. Upon reviewing the single bid in comparison to recent alternative bids for similar HVAC projects, it has been determined that this bid is in alignment with current industry pricing. Furthermore, due to budgetary constraints, only three (3) out of five (5) AHU systems are being replaced/refurbished at this time. Should the remaining units require replacement/refurbishment in the future, a new solicitation will be issued. The Department is requesting BCC authorization to proceed with the award of the project to Florida Mechanical as HVAC system numbers 4, 7, and 14 are at the end of service life and replacement/refurbishment is deemed critical to the continued operation of the Convention Center facility.

LOCATION MAP

Project No: P-2025-000069-R2
Project Name: Convention Center – AHUs Refurbishment, Phase III (Re-Bid)
Location: 650 Okeechobee Boulevard, West Palm Beach, FL 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/31/2025

PHONE: (561)233-2054

PROJECT MANAGER: Clark Woods, Facilities Systems Project Manager

PROJECT TITLE: Convention Center - AHUs Refurbishment, Phase III(RE-BID)
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#: R2025-0613

REQUESTED AMOUNT: \$827,414.45

DATE:

eFDO #: P-2025-000069

PROJECT NUMBER: P-2025-000069-R2

W.O. NUMBER: 26-002

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 605 Okeechobee Blvd., West Palm Beach, FL

BUILDING NUMBER: 1420

CONSULTANT/CONTRACTOR: Florida Mechanical, LLC (HVAC Services)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all necessary materials, labor, supervision, permits, supplies, including reasonable incidentals to replace/refurbish Air Handler Units (AHUs) 4, 7, and 14 per Attachment "C" provided by Capital Improvements Division.

CONSTRUCTION	\$786,109.00
PROFESSIONAL SERVICES	\$ N/A
STAFF COSTS*	\$41,305.45
EQUIP. / SUPPLIES	\$ N/A
CONTINGENCY	<u>\$ N/A</u>
TOTAL	\$827,414.45

* 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: 3807 DEPT: 411 UNIT: B723 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: TDC Amount \$ _____)

DEPARTMENT: FDO

BAS APPROVED BY:  DATE 10/31/2025

ENCUMBRANCE NUMBER:  11/6/2025

ATTACHMENT #3

**WORK ORDER 26-002 TO
ANNUAL CONTRACT R2025-0613
FOR HVAC SERVICES
PROJECT NAME: CONVENTION CENTER - AHUS REFURBISHMENT, PHASE
III(RE-BID)
PROJECT NO. P-2025-000069-R2**

THIS WORK ORDER is made as of March 10, 2026 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Florida Mechanical LLC, a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal ID# is 20-3214824 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 05/06/2025 (R2025-0613) ("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 Services between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$786,109.00** for the construction costs to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to replace/refurbish Air Handler Units (AHUs) 4, 7, and 14 per Attachment "C" 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 310 calendar days from notice to proceed. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 0.91% SBE subcontracting participation on this Contract. Contractor will provide 2.06% 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
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

7. Emergency Ordinance. The Contract and this Work Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.

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

Section 3.6 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

3.6 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

Section 3.7 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

3.7 Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Convention Center - AHUs Refurbishment, Phase III(RE-BID)
Project Number: P-2025-000069-R2

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:
MICHAEL A. CARUSO, CLERK &
COMPTRROLLER

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

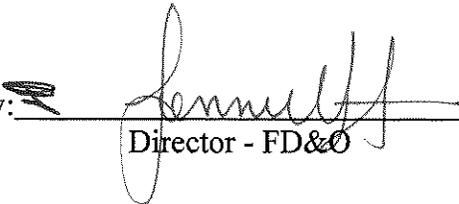
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Convention Center - AHUs Refurbishment, Phase III(RE-BID)
Project Number: P-2025-000069-R2

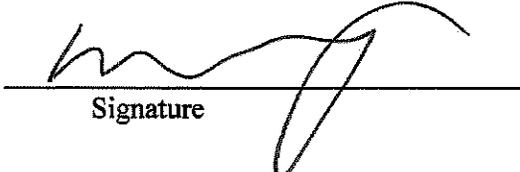
WITNESS: FOR CONTRACTOR
SIGNATURE


Signature

Corie Berry

Name (type or print)

CONTRACTOR: Florida Mechanical LLC


Signature

Brien Roy

Name (type or print)

VP of Sales & Service
Title

(Corporate Seal)

QUOTE/BID FORM

PROJECT NUMBER: P-2025-000069-R2
PROJECT NAME: Convention Center - AHUs Refurbishment, Phase III(RE-BID)

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. BID FORM – include the following:

Air Handler Units #4 ✓ \$ 289,249.00

Written amount Two hundred eighty nine thousand two hundred forty nine dollars

Air Handler Units #5 \$ 309,546.00

Written amount Three hundred nine thousand five hundred forty six dollars

Air Handler Units #7 ✓ \$ 309,546.00

Written amount Three hundred nine thousand five hundred forty six dollars

Air Handler Units #11 \$ 289,249.00

Written amount Two hundred eighty nine thousand two hundred forty nine dollars

Air Handler Units #14 ✓ \$ 187,314.00

Written amount One hundred eighty seven thousand three hundred fourteen dollars

TOTAL QUOTE/BID AMOUNT \$ 1,384,904.00

Written amount One million three hundred eighty four thousand nine hundred four dollars

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

3. Is the Bidder a Palm Beach County certified SBE? Yes _____ No X

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the

Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2025-0748, as may be amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as may be amended.

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

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

Addendum # _____ dated _____ Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

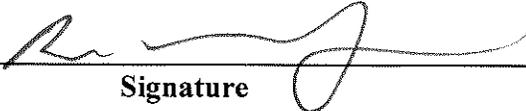
The undersigned has included the signed addenda, if issued, in its bid package.

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

QUOTE/BID PROVIDED BY:

Florida Mechanical LLC.
Contractor Name

9/24/25
Date


Signature

Brien Roy VP of sales and service
Print Name and Title

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
FLORIDA MECHANICAL LLC

Filing Information

Document Number	L05000070080
FEI/EIN Number	20-3214824
Date Filed	07/15/2005
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	11/02/2005
Event Effective Date	NONE

Principal Address

3615 FISCAL COURT
C/O KENNETH MORGAN
RIVIERA BEACH, FL 33404

Changed: 11/02/2005

Mailing Address

3615 FISCAL COURT
C/O KENNETH MORGAN
RIVIERA BEACH, FL 33404

Changed: 11/02/2005

Registered Agent Name & Address

MORGAN, KENNETH A
821 Harbour Isles Place
North Palm Beach, FL 33410

Name Changed: 11/09/2007

Address Changed: 01/09/2014

Authorized Person(s) Detail

Name & Address

Title MGRM

MORGAN, KENNETH A
3615 FISCAL COURT
RIVIERA BEACH, FL 33404

Annual Reports

Report Year	Filed Date
2023	01/19/2023
2024	01/31/2024
2025	01/16/2025

Document Images

<u>01/16/2025 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/31/2024 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2023 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/26/2022 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/17/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/10/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/13/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/09/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/21/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/04/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/07/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/27/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/12/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/15/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/09/2007 -- Reg. Agent Change</u>	View image in PDF format
<u>03/15/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/26/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/26/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>11/02/2005 -- Amendment</u>	View image in PDF format
<u>07/15/2005 -- Florida Limited Liabilites</u>	View image in PDF format



August 9, 2024

Palm Beach County
Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411

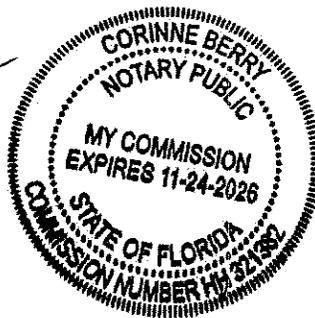
Authority to Act as Agent

On our behalf, I appoint Kenneth Bolin, Brien Roy, David Pingue and Jay Jenkins to act as our agents in the preparation of and to sign off on Agreements, Pay Applications, Schedule 1's, Schedule 2's and Bids on behalf of Florida Mechanical, as applicable.

Kenneth Morgan
Managing Member

The foregoing instrument was acknowledged before me by means of Physical Presence or Online notarization, on this 9 day of Aug. 2024 by Kenneth Morgan who is personally known to and who did not take an oath.

NOTARY PUBLIC IN AND FOR THE
OF PALM BEACH, STATE OF FLORIDA



Donna Lynch

From: FDO-CID-Bids
Sent: Wednesday, November 5, 2025 12:18 PM
To: 'Florida Mechanical LLC'
Cc: Clark Woods
Subject: P-2025-000069-R2 Convention Center-AHUs Refurbishment, Phase III (RE_BID)
Attachments: P-2025-000069-R2 Bid Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on September 25, 2025.

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

Thank you,



Donna Lynch
Capital Improvements Division (CID)

 2633 Vista Parkway,
West Palm Beach, FL 33411

 (561) 233-0292

 DLynch@pbc.gov

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

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

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

PROJECT NUMBER: P-2025-000069-R2

PROJECT NAME: Convention Center - AHUs Refurbishment, Phase III(RE-BID)

DATE: SEPTEMBER 25, 2025

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, FLORIDA MECHANICAL LLC
3615 FISCAL COURT, RIVIERA BEACH, FL 33404 (hereinafter called "Principal"), and _____
FCCI INSURANCE COMPANY (hereinafter called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of _____
FIVE PERCENT OF THE AMOUNT BID Dollars, (\$ 5% OF 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 be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment
compensation taxes incurred in the performance of the Contract, means of transportation for and complete
Construction of: (**Project Name Convention Center - AHUs Refurbishment, Phase III(RE-BID) and**
Number P-2025-000069-R2), 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.

Bid Bond / Page 1

PROJECT NUMBER: P-2025-000069-R2

PROJECT NAME: Convention Center - AHUs Refurbishment, Phase III(RE-BID)

DATE: SEPTEMBER 25, 2015

IN WITNESS WHEREOF, the said FLORIDA MECHANICAL LLC
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said FCCI INSURANCE COMPANY as "Surety"
herein, has caused these presents to be signed in its name, by its ATTORNEY-IN-FACT
_____, and attested by its corporate Seal, this 25TH day of SEPTEMBER, A.D., 2025.

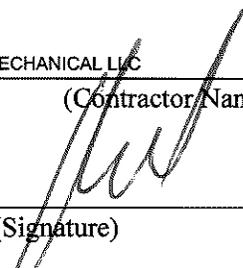
ATTEST:



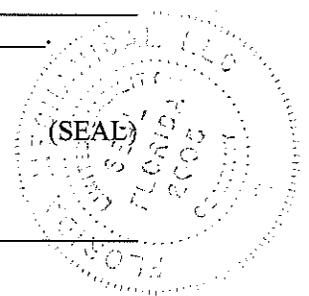
Roberta L Hopsfield
Print Name

TITLE: office Manager

FLORIDA MECHANICAL LLC
(Contractor Name)

By: 
(Signature)

Print Name and Title: Kenneth Morgan
MANAGING Member



ATTEST:



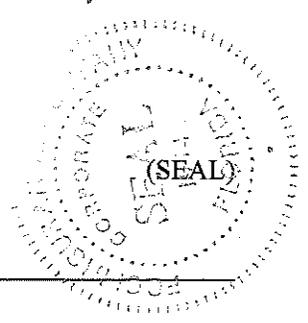
CRISTINA DUQUE
Print Name

TITLE: SECRETARY

FCCI INSURANCE COMPANY
(Surety Name)

By: 
(Signature)

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



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

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

D.W. Matson, III; John W. Charlton

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

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

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

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

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

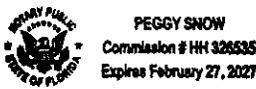


Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027

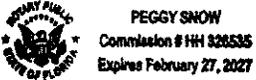


Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

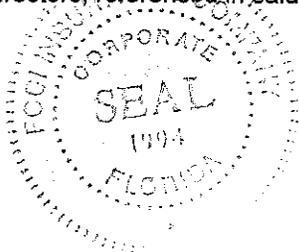
My commission expires: 2/27/2027



Peggy Snow
Notary Public

CERTIFICATE

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



Dated this 25TH day of SEPTEMBER, 2025

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

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

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

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

X **SBE 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: Convention Center-AHUs Refurbishment, Phase III(RE-BID) SOLICITATION/PROJECT/BID NO.: P-2025-000069-R2
 SOLICITATION OPENING/SUBMITTAL DATE: 9/25/25 COUNTY DEPARTMENT: FDO

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Florida Mechanical LLC ADDRESS: 3615 Fiscal Ct Riviera Beach FL 33404
 CONTACT PERSON: Brien Roy PHONE NO.: 561.222.0405 E-MAIL: Broy@flamech.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$720,659.00 Non-SBE SBE
 SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Blygold Florida Inc VC0000110197	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$49,250.00
2. DCS Electric, Inc VS0000002364	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$16,200.00
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total \$65,450.00

Total Bid/Offer Price \$ 786,109.00 Total Certified SBE Participation \$ 16,200.00

I hereby certify that the above information is accurate to the best of my knowledge: Brien Roy *Brien Roy* VP of sales and service
 Name & Authorized Signature Title

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

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2025-000069-R2

SOLICITATION/PROJECT NAME: Convention Center-AHUs Refurbishment, Phase III(RE-BID)

Prime Contractor: Florida Mechanical LLC Subcontractor: Blygold of Florida

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Refurbishment of AHUs 4,7	\$18,375.00	2	0.00	\$36,750.00
2	Refurbishment of AHU#14	\$12,500.00	1	0.00	\$12,500.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$49,250.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Florida Mechanical LLC
Print Name of Prime

Blygold of Florida
Print Name of Subcontractor/subconsultant

By: Brien Roy
Authorized Signature

By: van der Vilst
Authorized Signature

Brien Roy
Print Name

Pieter van der Vilst
Print Name

VP of Sales and Service
Title

President
Title

Date: 11/3/2025

Date: 11/3/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: P-2025-000069-R2

SOLICITATION/PROJECT NAME: Convention Center-AHUs Refurbishment, Phase III(RE-BID)

Prime Contractor: Florida Mechanical LLC Subcontractor: DCS Electric

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Disconnect reconnect AHUs 4,7,14	\$5,400.00	3	0.00	\$16,200.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$16,200.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Florida Mechanical LLC
Print Name of Prime

DCS Electric Inc.
Print Name of Subcontractor/subconsultant

By: Brien Roy
Authorized Signature

By: Douglas Smith
Authorized Signature

Brien Roy
Print Name

Douglas Smith
Print Name

VP of Sales and Service
Title

President
Title

Date: 11/3/2025

Date: 11/2/25

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**CAPITAL IMPROVEMENTS DIVISION
IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
ANNUAL CONTRACT - HVAC Services**

Contact: Clark Woods, Facilities Systems Project Manager
Phone: (561)233-2054
Project Title: Convention Center - AHUs Refurbishment, Phase III(RE-BID)
Project #: P-2025-000069-R2
Project Location: 605 Okeechobee Blvd., West Palm Beach, 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 Services for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday.

Special accommodations for additional hours will be determined with staff. All work will be conducted around the Convention Center's schedule. The general contractor and subcontractor shall be responsible for coordination of their work with the schedule of events held at the Convention Center, other crafts and contractors working on the same job, and with the Management Company or owner.

- 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 three hundred ten (310) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection

2. SCOPE OF WORK

To replace/refurbish Air Handler Units (AHUs) 4, 5, 7, 11, and 14 per the project requirements provided below:

- a. Contractor to price each Air Handler Units (AHUs) (4, 5, 7, 11, and 14) separately.
- b. Replace any portions of rusted outside air (OSA) metal ductwork and reinsulate. Change Orders will be created to address repairs that are not visible.
- c. Provide and install HVAC New Life, or PBC approved equal, which includes environmentally cleaning of five (5) AHUs. Environmentally clean the coils and blowers utilizing the Cursory PURE-Steam, or PBC approved equal, the GREEN (no chemicals) Sterilization Steam Cleaning Process (Green Clean Institute Certified Coil Cleaning Process), or PBC approved equal. Environmentally clean the drain pan and apply PURE-Liner 2.0, or PBC approved equal. Environmentally clean the interior housing, then prime and apply PURE-Coat paint, or PBC approved equal. Environmentally remove and properly dispose of fiberglass insulation liner and replace with white closed cell zero porosity insulation liner. Demolish existing blower assembly and replace with fan arrays. All of these remedial actions must be completed under strict containment specifications which includes applications to address OSHA (Labor) 29 C.F.R. regulations.
 - 1) Respiratory Protection Program: 1910.134
 - 2) Confined Space Program: 1910.146
 - 3) Hazard Communication Program: 1910.1200
 - 4) Lock Out-Tag Out Program: 1910.147
- d. PURE-Steam AHU Cleaning:
 - 1) Multi Enzyme cleaner – treat coil surface area with multi enzyme cleaner, a patented antimicrobial non-toxic, non-acid enzyme technology, to breakdown biofilm and contaminates.
 - 2) Environmentally clean AHU, cooling coils and drain pans utilizing PURE-Steam (no chemicals), or PBC approved equal, the GREEN Steam Sterilization Cleaning Process (Green Clean Institute Certified Coil Cleaning Process), or PBC approved equal.
 - 3) HEPA vacuum the interior of AHU cabinets using a combination of wet and dry HEPA vacuums.
 - 4) Disinfect interior with antimicrobial solution.
 - 5) Perform high volume/low pressure coil flushing post PURE-Steam, or PBC approved equal.
 - 6) Environmentally treat interior of AHU Cabinets with antimicrobial solution.
 - 7) Bioactive Coil Treatment - treat the coil surface area to provide a biostatic coating that lasts up to up to 12-month residual protection.
 - 8) Perform before and after PURE-Steam process measurements with Coil Cleanliness Verification.
 - 9) Provide photo log report before and after remediation.
 - 10) HVAC New Life (anti-microbial / anti-viral) coatings, or PBC approved equal.
- e. PURE-Liner 2.0: Drain Pan Protection
 - 1) HEPA Vacuum clean the drain pan of foreign debris/substances.
 - 2) PURE-Steam, or PBC approved equal, drain pan for sterilization of pan.
 - 3) Treat existing rust using Rust Removal Garnett Blasting/sanding process. If drain pans are replaced, the material will be galvanized.

- 4) Apply PURE-Coat primer, or PBC approved equal, to base of drain pan.
- 5) Install PURE-Liner 2.0 drain pan, or PBC approved equal, protection system in base of drain pan. PURE-Liner 2.0 is a low VOC pour in pan application.

f. PURE-Coat Treatment: Interior Cabinet

- 1) PURE-Steam, or PBC approved equal, the interior cabinet, blower housing and rails of the AHU, if necessary.
- 2) Treat existing rust using Rust Removal Garnett Blasting/sanding process
- 3) Apply PURE-Coat primer, or PBC approved equal, to interior cabinet and rails of the AHU.
- 4) Treat the interior cabinet and rails of the AHU using the PURE-Coat system, or PBC approved equal.
- 5) Perform preliminary bake out post PURE-Coat application, or PBC approved equal.
- 6) Environmentally remove fiberglass insulation liner and properly dispose of, and replace with white closed cell zero porosity insulation liner.

NOTES:

- Anti-microbial (ISO 22196:2007 certified) / Antiviral protection
- 10,000-hour Salt spray test
- Water based coatings
- Hydrophobic properties
- NFPA 25/50 Flame Spread Rated
- Protects against extensive list of chemical environments

g. Fan Array Technology:

- 1) Contractor is responsible to match the new UL approved fan arrays to the existing AHU's CFM.
- 2) Demolish and properly dispose of old belt driven blower assembly.
- 3) Replace with new fan array technology.
- 4) Install control panel. Connect existing power wiring to control panel and fan array connection.
- 5) Furnish and install new conduit and 18/6 control wires from control panel to fan array.
- 6) Fan array must be factory run tested prior to installation. Factory testing certification card to be provided to owner.
- 7) Fan impeller must be metal. Composite is not an acceptable alternative.
- 8) Air side test and balance to be provided prior to and after installation of fan wall array and report submitted to customer.
- 9) New fan arrays to be manufactured by M-Wall and supplied by MOSCO LLC. (No substitutions).
- 10) Single Point Power Panel, no sub panels allowed.
- 11) All wiring must be home runs from fans to panel. Intermittent connects or connectors not permitted.
- 12) Array panels must provide +/- 1/2" of adjustment per seam to accommodate variance in cabinet dimensions.
- 13) All panels, sub-assemblies, accessories and materials to be provided as part of a complete package.
- 14) 5 Year Parts (UL approved) & Labor Warranty. - Supply of 3 spare fans to be stocked on-site for emergency use.

- 15) Fan arrays to be wired in parallel.
- 16) Install safety cage around fan arrays
- 17) Install locknuts on all electric pipes, (inside & out).of the air handler, electric boxes, controls and seal all air leaks.
- 18) All chill water coils to be pulled out to fix drain pans and lines.

h. PURE-Coil

- 1) Add new water valves and actuators.
- 2) Apply DET X degreaser, or PBC approved equal, on surface of the coil to remove any existing substrate.
- 3) Once applied, apply the Primer onto the surface of the coil.
- 4) Apply PURE-Coil top coat, or PBC approved equal, onto surface of the coil.

NOTES: Coil coatings must meet the below required specifications:

- Anti-microbial (ISO 22196:2007 certified) / Antiviral protection
- 13,000-hour Salt spray test
- 3,120-hour SWAAT test
- Water based coatings
- Negligible capacity loss
- Protects against extensive list of chemical environments

i. Outside Air/Return Air Motorized Damper Replacement of AHUs 4, 5, 7, 11, and 14.

- 1) All dampers must be built to Class 1A construction standards and shall have a 5" x 7/8" x 0.125" Type 6063-T5 extruded aluminum frame with 1.5" front flange with pre-drilled factory bolt holes and heavy-duty extruded aluminum Type 6063-T5 airfoil low-leak blades on 5.5" centers.
- 2) Shafts need to be solid stainless steel.
- 3) Dampers shall also be opposed-blade construction and include no-maintenance type 304 stainless steel concealed linkage and axles with black nylon bearings.
- 4) All panels on air handlers need to be foam sealed from air leaks (not sliver taped)
- 5) Due to the specialty requirements this project entails, field verification is suggested by a factory representative to ensure proper configuration and fit of the dampers provided.
- 6) AHU# 4 Replace OA and RA dampers.
- 7) AHU# 5 Replace OA and RA dampers.
- 8) AHU# 7 Replace OA and RA dampers.
- 9) AHU#11 Replace OA and RA dampers.
- 10) AHU#14 Replace OA and RA dampers.
- 11) It will be the responsibility of the factory supplier to ensure the product functionality for this install.

3. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being

requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

4. MATERIALS

- a. All material shall meet or exceed Florida Building Code at the time of the original door installation and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Work can be performed during normal operating hours, but coordinated around event schedules and may not interfere with any scheduled events. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

7. PREPARATION

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

8. 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.

9. INSTALLATION

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

10. WARRANTY

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

11. CLEAN UP

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

12. SECURITY

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

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



January 5, 2026

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

RE: Florida Mechanical, LLC – Authorization Letter
PROJECT: Convention Center – AHUs 4, 7, & 14 Refurbishment, Phase III(RE-BID)
Project No.: P-2025-000069-R2
BOND NO: 3304556

To Whom It May Concern:

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

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

Sincerely,

D. W. Matson III
Attorney-In-Fact

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

PUBLIC CONSTRUCTION BOND

BOND NUMBER 3304556

BOND AMOUNT \$786,109.00

CONTRACT AMOUNT \$786,109.00

CONTRACTOR'S NAME: FLORIDA MECHANICAL LLC

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

CONTRACTOR'S PHONE: 561-863-3606

SURETY COMPANY: FCCI INSURANCE COMPANY

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

SURETY'S PHONE: 800-226-3224

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Convention Center - AHUs Refurbishment, Phase III(RE-BID)

PROJECT NUMBER: P-2025-000069-R2

CONTRACT NUMBER (to be provided after Contract award): R2025-0613

DESCRIPTION OF WORK: Replace/refurbish Air Handler Units (AHUs) 4, 7, and 14

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 605 Okeechobee Blvd., West Palm Beach,
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 \$ 786,109.00

Seven hundred eighty-six thousand one hundred nine 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: Convention Center - AHUs Refurbishment, Phase III(RE-BID)
Project No.: P-2025-000069-R2
Project Description: Replace/refurbish Air Handler Units (AHUs) 4, 7, and 14
Project Location: 605 Okeechobee Blvd., West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

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

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

- a. Performs the contract between Principal and County to complete the Convention Center - AHUs Refurbishment, Phase III(RE-BID), 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: FLORIDA MECHANICAL LLC

By: _____
Signature

Celine Boney
Attest as to the signature of Principal

Kenneth Morgan, Pres.
(Print Name and Title)

Service Coordinator
Title

(SEAL)

Address of Witness: 3615 Fiscal Ct
Riviera Beach, FL 33404

Address of Principal: 3615 FISCAL COURT
RIVIERA BEACH, FL 33404

SURETY: FCCI INSURANCE COMPANY

By: _____
Signature



Attest as the signature of Surety

SECRETARY

Title

Address of Witness: 700 SOUTH DIXIE HIGHWAY, SUITE 100

CORAL GABLES, FL 33146

D.W. MATSON III, ATTORNEY-IN-FACT

(Print Name and Title)

(SEAL)

Address of Surety: 6300 UNIVERSITY PARKWAY

SARASOTA, FL 34240

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

D.W. Matson, III; John W. Charlton

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

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

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

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

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



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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # NH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

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

Dated this _____ day of _____,

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

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Florida Mechanical LLC and Surety Name:
FCCI INSURANCE COMPANY

We the undersigned hereby guarantee that the (Convention Center - AHUs Refurbishment, Phase III(RE-BID), Project No. P-2025-000069-R2) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

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

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

FLORIDA MECHANICAL LLC
(Contractor Name)

(Seal)

By: _____
(Contractor Signature)

Kenneth Morgan Pres
(Print Name and Title)

FCCI INSURANCE COMPANY
(Surety Name)

(Seal)

By: _____
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



GENERAL POWER OF ATTORNEY

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

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

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

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

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

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



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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 226535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 226535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

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

Dated this _____ day of _____

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

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					
PROJECT INFORMATION							DOLLARS		SBE PARTICIPATION			
DATE APPROVED	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	P-2025-00069-R2	Convention Center - AHUs Refurbishment, Phase III(RE-BID)	Florida	\$786,109.00	26-002		\$8,627,538.00	\$6,372,462.00	\$16,200.00	***	2.06%	#VALUE!
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$6,090,752.00	5,201,267.89	6,639.53	58.38%	0.07%							
		NAME OF FIRM / CONTRACT R#	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
		1 Advanced Roofing, Inc. dba Advanced Air Systems / R2025-0084	Advanced	\$1,055,640.00	\$ 6,639.53	0.63%	6,639.53	0.63%				
		2 Air Conditioning Filters Plus, Inc. / R2025-0610	Air Conditioning	\$0.00	\$ -	-	-	-				
		3 Air Mechanical & Service Corp. / R2025-0611	Air Mechanical	\$0.00	\$ -	-	-	-				
		4 Aquarius Air Conditioning & Refrigeration, Inc. / R2025-0612	Aquarius	\$0.00	\$ -	-	-	-				
		5 Cedars Electro-Mechanical, Inc. / R2025-0085	Cedars	\$6,075,499.00	\$ 5,178,428.36	85.23%	-	0.00%				
		6 Florida Mechanical LLC / R2025-0613	Florida	\$1,778,109.00	\$ 16,200.00	0.91%	-	0.00%				
		7 Koldaire, Inc. / R2025-0614	Koldaire	\$0.00	\$ -	-	-	-				
		8 Master Mechanical Services, Inc. / R2025-0615	Master	\$0.00	\$ -	-	-	-				
		9 Precision Air Systems, LLC / R2025-0616	Precision	\$0.00	\$ -	-	-	-				
				TOTAL	8,909,248.00	5,201,267.89	58.38%	6,639.53	0.07%			
***Subject to Emergency Ordinance 2025-014 approved by the BCC on June 3, 2025; as a result, the W/MBE participation is not enforceable.												

25. 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 Florida Mechanical LLC (Entity) and attest that 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.

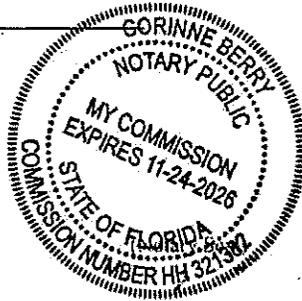
Kenneth Bolin Kenneth Bolin, VP/GM
(signature of officer or representative) (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 3rd day of January 2025, by Kenneth Bolin

Personally known OR produced identification . Type of identification produced _____

Corinne Berry
NOTARY PUBLIC
My Commission Expires:
State of Florida at large





December 3, 2025

Florida Mechanical LLC
200 Business Parkway, Suite A
Royal Palm Beach, FL 33411

Re: Contract # R2025-0613
HVAC Services Annual Contract
Notification of Contract Clauses No Longer Being Enforced Pursuant
to Emergency Ordinance 2025-014

Facilities Development &
Operations Department
Capital Improvements Division

2633 Vista Parkway
West Palm Beach, FL 33411
Telephone - (561) 233-0261
www.pbc.gov/fdo

■
Palm Beach County
Board of County
Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor

Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

Dear Brien Roy,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained on section 5.3 of contract number R2025-0613 **will not be enforced** as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,


Fernando DeiDago
Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:


Florida Mechanical LLC
12/9/25
Date

EC: Mark Broderick, Business Operations Division Director
Shethal Sinanan, CID Contract Manager
Luisa Ditosti, CID Contract Analyst