

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

Meeting Date: July 2, 2024

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-008 to the annual heating, ventilation and air conditioning (HVAC) contract (R2020-0229) with Air Mechanical & Service Corp. (Contractor) in the amount of \$253,321 for the Main Branch Library (Summit)-Chiller Replacement project for a period of 450 calendar days from notice to proceed.

Summary: The work consists of furnishing all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove and replace one (1) eighty (80) ton air-coiled chiller including associated non-integrated pumps, gauges, insulated piping, HVAC equipment and reconnect the existing Building Automation System (BAS) at the Summit Library Facility. The existing equipment is original to the building construction and has outlived its useful life. The new chiller will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 450 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$180 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an SBE contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is over \$100,000, the SBE price preference API was applied. To date, the Contractor has achieved 0.30% SBE participation on this contract. The SBE participation on this work order is 1.44%. To date, the overall SBE participation on the annual HVAC contract is 30.63%. **Funding for this project is from the ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 3 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 4, 2024 and the Contractor submitted the lowest responsive and responsible bid of the five (5) bids received. The new chiller will be more efficient and provide years of dependable service.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-008
4. Bid Summary
5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  5/29/24
Department Director Date

Approved by:  6/12/24
County Administrator Date

LOCATION MAP

Project No: 2024-005202
Project Name: Main Branch Library (Summit)-Chiller Replacement
Location: 3650 Summit Boulevard, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/22/2024

REQUESTED BY: Henry Madriz, Project Manager

PHONE: (561)233-0165

PROJECT TITLE: Main Branch Library (Summit) - Chiller Replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$ 0

BCC RESOLUTION#:

REQUESTED AMOUNT: \$268,321.00

DATE:

eFDO #: 2024-005202

SSK - 4.24.24

CSA or CHANGE ORDER NUMBER:

LOCATION: 3650 Summit Blvd, West Palm Beach, FL

BUILDING NUMBER: 57

SERVICE LOCATION: Main Branch Library (Summit)

W.O. NUMBER: 24-008

CONSULTANT/CONTRACTOR: Air Mechanical & Service Corp.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: replace one (1) 80 ton "like for like" air-coiled chiller

CONSTRUCTION	\$ 253,321.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 15,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 268,321.00

* 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-14 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 \$ _____)

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 4/24/2024

ENCUMBRANCE NUMBER: _____

**WORK ORDER 24-008 TO
ANNUAL CONTRACT R2020-0229
FOR HVAC**

**PROJECT NAME: MAIN BRANCH LIBRARY (SUMMIT) – CHILLER
REPLACEMENT
PROJECT NO. 2024-005202**

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 Air Mechanical & Service Corp., a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal ID# is 59-2158902 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 03/10/2020 (R2020-0229) (“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 \$253,321.00 for the construction costs of replacing one (1) 80-ton “like for like” air coiled chiller as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **450** calendar days from Notice to Proceed. Liquidated Damages are \$180/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 0.30% SBE subcontracting participation on this Contract. Contractor will provide 1.44% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

Project Name: Main Branch Library (Summit) - Chiller Replacement
Project Number: 2024-005202

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

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

Section 5.2 of the "Instructions to Bidders" of the Contract is modified to include the following new section:

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

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

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

Project Name: Main Branch Library (Summit) - Chiller Replacement
Project Number: 2024-005202

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

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

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

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

The following General Conditions are added to the General Conditions:

GC 84 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Main Branch Library (Summit) - Chiller Replacement
Project Number: 2024-005202

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER


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

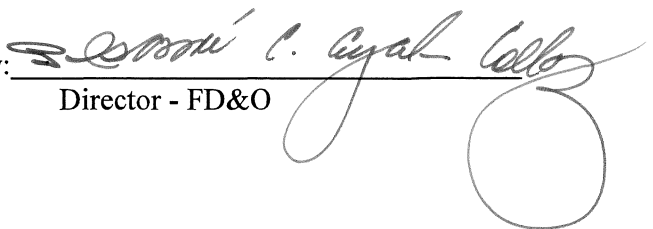
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

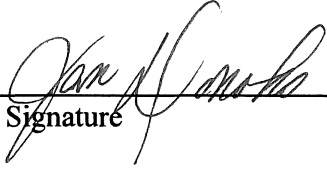
By:  _____
Director - FD&O

Project Name: Main Branch Library (Summit) - Chiller Replacement
Project Number: 2024-005202

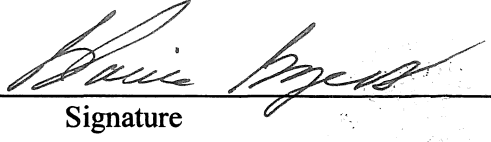
WITNESS: FOR CONTRACTOR

CONTRACTOR: AIR MECHANICAL &
SERVICE CORP.

SIGNATURE



Signature



Signature

Jan Donoho

Name (type or print)

Blaine Byers

Name (type or print)

Vice President

Title

(Corporate Seal)



2700 Avenue of the Americas
Englewood, Florida 34224
Phone 941-475-3715
Fax 941-475-3725

May 23, 2024

Palm Beach County Government
2633 Vista Parkway
West Palm Beach, FL 33411-5604

Attn: Palm Beach County Government

Subject: Signature Authorization

Blaine Byers has authorization to sign any and all paperwork necessary to complete projects on behalf of Air Mechanical & Service Corp, for the Palm Beach County Government.

If further information is required, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Castellano", written in a cursive style.

Mark Castellano
VP/Branch Manager Englewood

QUOTE/BID FORM

PROJECT NUMBER: 2024-005202

PROJECT NAME: Main Branch Library (Summit) - Chiller Replacement

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 253,321.00

Written amount Two Hundred Fifty-three Thousand, Three Hundred Twenty-one Dollars & Zero Cents

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

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

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

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

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

Addendum # 1 (one) dated March 15, 2024 Addendum # 2 (two) dated March 22, 2024
Addendum # 3 (three) dated March 29, 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:

Air Mechanical & Service Corp

April 4, 2024
Date

Contractor Firm Name

Signature
Blaine Byers
Print Name and Title
Blaine Byers, Vice President - Sales

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

PROJECT NUMBER: 2024-005202

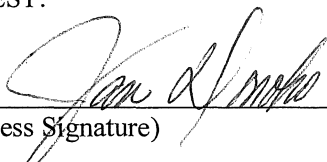
PROJECT NAME: Main Branch Library (Summit) - Chiller Replacement

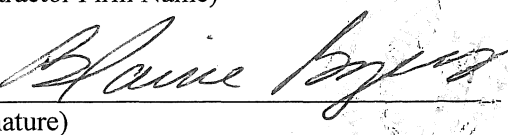
DATE: May 4, 2024

IN WITNESS WHEREOF, the said Air Mechanical & Service Corp.
as "Principal" herein, has caused these presents to be signed in its name, by its Vice President - Sales
Administrative Assistant under
the corporate seal, and the said Westfield Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-fact
4th day of April, A.D., 2024.

ATTEST:

(SEAL)


(Witness Signature)
Jan Donoho
Print Name

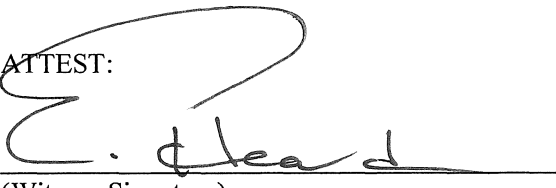
Air Mechanical & Service Corp.
(Contractor Firm Name)
By: 
(Signature)


TITLE: Administrative Assistant

Blaine Byers, Vice President
Print Name and Title:

ATTEST:

(SEAL)


(Witness Signature)
Eileen Heard
Print Name

Westfield Insurance Company
(Surety Name)
By: 
(Signature)
Kevin Wojtowicz,
Attorney-in-fact and Florida Licensed Resident Agent
Print Name and Title:

TITLE: Surety Witness

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

General
Power
of Attorney

POWER NO. 0994782 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



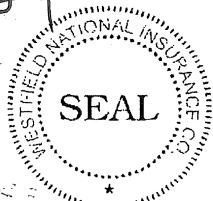
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of

A.D.,



Frank A. Carrino, Secretary

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.

SBE Sheltered Market for Small Construction Contracts

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

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: Main (Summit) Library Chiller Replacement

SOLICITATION/PROJECT/BID NO.: 2024-005202

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: _____

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: Air Mechanical & Service Corp

ADDRESS: 2700 Avenue of the Americas
Englewood, FL 34224

CONTACT PERSON: Blaine Byers

PHONE NO.: (941) 475-3715

E-MAIL: blaine@amsco-ac.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$238,100.47

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

Non-SBE MBE WBE SBE

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

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Wisch & Jackson Co. / John Walker (561) 353 - 8109	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$ 3,636.53	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3. Air Mechanical & Service Corp 2700 Avenue of the Americas Englewood, FL 34224 941-475-3715	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$238,100.47
4. Falcon Electric, Inc. 440 Roberts Road, Suite #5 Oldsmar, FL 813-814-1816	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5. _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	\$ 11,584.00	_____	_____	_____
Total							\$ 15,220.53	_____	_____	\$238,100.47

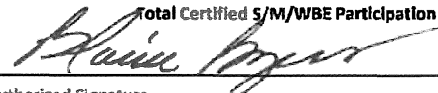
(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$253,321.00

Total Certified S/M/WBE Participation \$ 15,220.53 3636.53

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

Blaine Byers



Vice President - Sales

Name & Authorized Signature

Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2024-005202

SOLICITATION/PROJECT NAME: Main (Summit) Library Chiller Replacement

Prime Contractor: Air Mechanical & Service Corp. 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	\$3,636.53			\$3,636.53

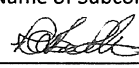
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$3,636.53

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 Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Air Mechanical & Service Corp
 Print Name of Prime
 By: 
 Authorized Signature
Blaine Byers
 Print Name
Vice President
 Title
 Date: 4/3/24

Wisch & Jackson Co. of Florida, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Ross Buckalter
 Print Name
President
 Title
 Date: 2/12/2024

OEBO LETTER OF INTENT – SCHEDULE 2

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: 2024-005202
 SOLICITATION/PROJECT NAME: Main (Summit) Library Chiller Replacement

Prime Contractor: Air Mechanical & Service Corporation Subcontractor: Falcon Electric Inc.

(Check box(es) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Electrical Work	11,584.00	1		\$11,584.00

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: _____

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

Name of 2nd/3rd Tier Subcontractor/subconsultant _____

Price or Percentage: _____

Air Mechanical & Service Corp.

Print Name of Prime

By: _____

Authorized Signature

Blaine Byers

Print Name

Vice President

Title

Date: 4/3/24

Falcon Electric Inc

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Bonnie Hall

Print Name

Vice president

Title

Date: 4.3.24

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

Contact: Henry Madriz, Project Manager
Phone: (561)233-0165
Project Title: Main Branch Library (Summit) - Chiller Replacement
Project #: 2024-005202
Project Location: 3650 Summit 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 for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday. For outages and changeover, work is to be completed **outside** library hours on evenings and weekends.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within four hundred fifty (450) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$180 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

To replace one (1) 80-ton "like for like" air-coiled chiller with non-integrated pumps per the project requirements provided below:

- a. Replace air-coiled chiller with an energy efficiency ratio (EER) rating of >14, water pumps,

gauges, insulated piping, and related HVAC equipment, and then reconnect the existing Building Automation System (BAS) system. See Exhibits "1" and "6".

- b. Properly decommission refrigerant, remove, recover Freon, and dispose of existing chiller unit, HVAC equipment, and pumps according to local and state guidelines.
- c. Remove and replace "like for like" Baldor Reliance 7.5 HP Pumps. CAT No: EJMM3710T, SPEC: 37M031T859E7. Include the option of semi-hermetic compressors in the quote.
- d. Furnish and install new individual equipment surge protection, ground fault protection, circuit breakers, new pipe insulation, new electrical wiring in conduits, and new fuse disconnects, using the existing NEMA 4X disconnect panel.
- e. Remove and replace the existing "like for like" electrical fuse disconnect panel. Replace connectors, seal-tithe conduit, and wires from the disconnect to the unit.
- f. The Contractor is required to re-attach the existing lightning protection system, if disturbed or damaged.
- g. If required, the Contractor is to remove, re-install, and test the fire alarm devices.
- h. Coat all evaporator coils, which shall be copper fin and copper tube, with e-coated Heresite P-413 protective coating or Palm Beach County (PBC) approved equal. See product data in Exhibits "3" and "4".
- i. Remove all refrigerant and flush all remaining refrigerant lines. The contractor will be required to notify PBC five (5) days prior to demolition for decommissioning and removal of Freon to allow County Facilities Maintenance Department (FMD) staff to recycle Freon (based on recyclable condition). If not, the contractor shall properly recycle per state statute and Environment Protection Agency (EPA) regulations.
- j. The Contractor shall use virgin R-410A refrigerant, check for proper charge, pressure test, and leak check refrigerant system. The Contractor shall confirm all refrigerant line sizes for new equipment.
- k. In the case in which refrigerant pipe insulation is exposed outside, it shall be re-insulated and painted with two coats of paint, containing UV inhibitors, and in accordance with the insulation manufacturer's recommendations. See Exhibit "5".
- l. Provide all necessary piping, electrical, control wiring, and refrigerant lines to make the system fully operational per the manufacture's specifications. The contractor shall be required to upgrade the existing Automated Logic Corp. controls with BAC-net wiring capability, and meet present BAS monitoring standards for the County.
- m. The Contractor is required to install new automatic isolation valves before chiller equipment in the piping system to accommodate tandem chiller operations, as necessary.

- n. Install new liquid and “suction line isolation valves” before and after drier cores, to accommodate core removal. Install new liquid line sight glasses, and new pressure and temperature gauges on both stages. Integrate and control factory-installed isolation valves, and flow switch. See Exhibits “2” and “7”.
- o. Ensure all drain lines are flushed, pressurized, unblocked, cleared, and fully operational.
- p. All penetrations, joints, taps, splices, re-insulate, and re-connections shall be sealed and patched to meet Florida Building Code requirements.
- q. Document system pressure, test and balance, and recalibrate before running load amps. Provide the County Project Manager (PM) with the test and balance report by a third party licensed HVAC Technician.
- r. Perform a 30-inch mercury evacuation of refrigerant lines by use of a vacuum pump and maintain 30-inch of mercury standing vacuum for one (1) hour after the new filter core installation.
- s. Install Ground-mounted units on concrete pads with unit stands not less than twelve (12) inches from grade. Ground condenser slabs shall be level.
- t. Provide an Anti-Vibration Neoprene mount under the chiller with internal isolators.
- u. The contractor is to upgrade and reprogram the existing controls for the Building Automation System (BAS), supply and re-connection with BAC-net connection wiring, reprogram BAS, and test controls based on the new chiller and pumps. The upgraded BAS should be remote-capable.
- v. The existing BAS equipment manufacturer is Automated Logic Corp, serviced by Wisch & Jackson Co. Please see Wisch & Jackson Co. quote as seen in Exhibit “8”. You must obtain an OEBO Schedule 2 from Wisch & Jackson Co. Contact John Walker at John@WischandJackson.com or (561) 353-8109.
- w. The contractor will provide “As-Built” documents including drawings and equipment specifications, manufacturers warranties, building permit, and certificate of completion.
- x. After installation is complete, start and test the system for proper operation with the Project Manager (PM) and Facilities Regional Manager present.
- y. Contractor is required to give advance notice to the Project Manager fourteen (14) days before starting the decommission of the existing chiller and any air-conditioning outages.
- z. Maintain the library’s indoor ambient temperature at 72 - 75 F degrees Fahrenheit during equipment the decommissioning and chiller/pump replacement duration. The contractor shall schedule, price, and deliver a temporary chiller to provide conditioned air during chiller replacement.

Library hours are as noted below:

Mon -Thu:	9 am - 9 pm
Fri:	9 am - 6 pm
Sat:	9 am - 5 pm
Sun:	12 pm - 5 pm

3. PRODUCT INFORMATION

Design basis for all equipment specified in this contract is manufactured by Trane or PBC approved equal; substitutions require owners prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment, and include lead times. An upfront deposit may be required for the components upon acceptance by the County prior to ordering.

4. SUBMITTALS

All submittals and shop drawings shall be sent to the Project Manager (PM) 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 PM 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 specification does not specify a brand name product or where substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval to the PM. Such submittals shall include as much detail, and in a format, as required by the PM to allow the prompt evaluation of the proposed substitution.

5. EXISTING EQUIPMENT

- a. The Contractor shall be responsible for storage of all old equipment, loading, delivery and off-loading such equipment to Palm Beach County's Fixed Asset Division at 2455 Vista Parkway, West Palm Beach, FL.
- b. Provide, on company letterhead, the make, model, and serial number of each piece of equipment to be disposed of, stating that said equipment have 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.
- c. The FMD representative shall use the Contractor-provided information to complete the PBC asset disposal forms.

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code (latest edition). Product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.

- b. Deliver materials in their original, unopened packages, and protected from exposure to the elements. Do not use damaged or deteriorated materials.
- c. 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 the 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, NEC, and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State, and Local codes and established standards.

12. WARRANTY

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

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: Main Branch Summit Library

Project Number: 2024-005202

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 3/15/2024

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 2 pages.

RESPONSES TO REQUEST FOR INFORMATION:

BRADLEY AIR CONDITIONING

Question 1. In the scope of work it states Replace chiller and all related equipment. Just want to confirm that means all valves, buffer tank, expansion tank?

Response: *Yes, confirmed.*

Question 2. Do you have a preferred electrician that is involved with the project?

Response: *The County does not have a preferred electrician for this project. Unless otherwise specified in the IFQ documents, contractors are responsible for identifying construction subcontractors. The following website may be utilized to locate registered vendors by trade:
<https://www.pbcgov.org/pbcvendors>*

Question 3. The scope of work for the electrical doesn't make sense. Are we just changing the breaker and new wiring to the chiller? As the chiller has its own circuit protection.

Response: *The electrical scope indicated is associated with replacement pumps. At Pre-bid held on February 22, 2024 contractors were to verify conditions in the field to complete this replacement project.*

AIR MECHANICAL

Question 4. Could you please provide the pump information? The motor information is only provided in the bid specs.

Response: *Pumps information is shown within Exhibit 7, sheet # 2, Pump Schedule*

PRECISION AIR INC.

Question 5. Trane Chiller to be provided with 10.86 EER exceeding Florida Building Code 2023 minimum. Please confirm all manufacturers to meet or exceed Florida Building Code 2023 minimum.

Response: *Confirmed.*

Question 6. Copper tube copper fin condenser coil not available on 80-ton Trane replacement unit. Please confirm copper tube aluminum fin condenser coil with ASTM-B117 10,000-hour salt spray rated, spray on, heresite coating shall be acceptable.

Response: *Confirmed*

Question 7. Please confirm chiller to be supplied with refrigerant below 600 GWP to comply with DOE 2025 shipment regulation.

Response: *Confirmed*

Question 8. Based upon existing chiller plant configuration 10' clearance between chiller and chiller wall not available. Please confirm new chiller to meet or exceed existing chiller clearance.

Response: *Confirmed*

Question 9. Please confirm Armstrong pumps as acceptable pump manufacturer.

Response: *Confirmed*

Question 10. Please confirm compressor sound blankets are required to match existing with minimum sound power rating of 91 dbA.

Response: *Confirmed*

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), 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:



Blaine Byers

END OF ADDENDUM ONE

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

PROJECT NAME: Main Branch Library (Summit) - Chiller Replacement

PROJECT NUMBER: 2024-005202

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 03/22/2024

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.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "March 28, 2024 by 2:00 PM" to read "April 4, 2024 by 2:00 PM"

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: _____

Blaine Byers
Blaine Byers

END OF ADDENDUM 2

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

*Air Mechanical & Service Corp
2700 Avenue of the Americas
Englewood, FL 34224
(941 475-3715)*

Project Name: Main Branch Summit Library

Project Number: 2024-005202

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 3/29/2024

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 four (4) pages.

RESPONSES TO REQUEST FOR INFORMATION:

Trane South Florida

Question 1. Typical Air cooled chiller warranty for Palm Beach County to be 10 years parts and labor warranty by OEM manufacture. Please confirm Chiller to be provided with 10 year parts and labor warranty by OEM manufacturer as opposed to 3rd party entity.

Response: Confirmed, 3rd party is not acceptable for warranty. OEM manufacturer to provide 10-year warranty.

Florida Mechanical

Question 2. Scope of Work paragraph 2d: "Furnish and install new individual equipment surge protection, ground fault protection, circuit breakers, new pipe insulation, new electrical wiring in conduits, and new fuse disconnects, using the existing NEMA 4X disconnect panel". There is not an existing NEMA 4X disconnect. The new chiller will have its own self-contained disconnect. Is the intent to add a new one?

Response: The new chiller has a self-contained disconnect that is labelled and accessible to our County maintenance staff and located on exterior side panel. Please ignore reference to existing NEMA 4X disconnect panel as disconnect panel is part of new chiller requirement.

Question 3. Remove and replace the existing "like for like" electrical fuse disconnect panel. Replace connectors, seal-tithe conduit and wires from the disconnect to the unit. There is currently no fused disconnect panel. How does the

county want to proceed?

Response: This only applies to the pumps. There are no disconnect fuses currently. The Contractor will not be required to perform this portion of work.

Question 4. Scope of Work paragraph 2h: "Coat all evaporator coils, which shall be copper fin and copper tube, with e-coated Heresite P-413 protective coating or Palm Beach County (PBC) approved equal. See product data in Exhibits 3 and 4". The current chiller and the new chiller do not have evaporator coils. What does the county want the contractor to coat?

Response: That is correct, it only applies to condenser. The Contractor is responsible for applying the Heresite P-413 coating to air cooled condenser and parts.

Question 5. Scope of Work paragraph 2i: "Remove all refrigerant and flush all remaining refrigerant lines. The contractor will be required to notify PBC five (5) days prior to demolition for decommissioning and removal of Freon to allow County Facilities Maintenance Department (FMD) staff to recycle Freon (based on recyclable condition). If not, the contractor shall properly recycle per state statute and Environment Protection Agency (EPA) regulations". The chillers are self-contained units. What refrigerant and what lines does the county want the contractor to recover and flush?

Response: The Contractor is not responsible for recovering existing freon given that chillers are self-contained units. Equipment removed shall be disposed per fixed assets management guidelines.

Question 6. Scope of Work paragraph 2j: "The Contractor shall use virgin R-410A refrigerant, check for proper charge, pressure test, and leak check refrigerant system. The Contractor shall confirm all refrigerant line sizes for new equipment. The new chiller comes factory charged and tested at the factory". Does the county want the contractor to open the system and check prior to start up?

Response: The Contractor shall not open up the 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 owner (County) acceptance.

Question 7. Scope of Work paragraph 2m: "The Contractor is required to install new automatic isolation valves before chiller equipment in the piping system to accommodate tandem chiller operations, as necessary. The controls quote exhibit 8 does not include this work and will need to be completed by the controls contractor (Wisch&Jackson)". Will the county be revising exhibit 8 along with schedule 1?

Response: Disregard the following: "the Contractor is required to install new automatic isolation valves before chiller equipment in the piping system to accommodate tandem chiller operations, as necessary". Mr. John Walker (Wisch & Jackson) has provided a BAS price quote for disconnect, re-connect and interface. His contact information is as follows: John D Walker, Service Manager, e-mail - John@wischandjackson.com, phone - (561)353-8109. Contractor shall incorporate this BAS quote as part of bid proposal.

Question 8. Scope of Work paragraph 2o: “Ensure all drain lines are flushed, pressurized, unblocked, cleared, and fully operational”. There are no drain lines on the chillers. What drain lines is the county referring to?

Response: The contractor is not responsible for draining and flushing any existing supply & return piping.

Question 9. Scope of Work paragraph 2r: “Perform a 30-inch mercury evacuation of refrigerant lines by use of a vacuum pump and maintain 30-inch of mercury standing vacuum for one (1) hour after the new filter core installation”. Is the county’s intent to have the contractor open the factory sealed and charged system and recover the refrigerant and pull a vacuum on the new chiller?

Response: The Contractor is not to open the factory sealed system. The manufacturer’s factory charged & sealed refrigerant which shall meet EPA standards can remain inside chiller for normal start-up and operation.

Question 10. Scope of Work paragraph 2s: “Install Ground-mounted units on concrete pads with unit stands not less than twelve (12) inches from grade. Ground condenser slabs shall be level. The existing chiller is mounted to the housekeeping pad”. Does the county have engineered specs on the 12” stands that are specified?

Response: The Contractor shall use the existing maintenance & house-keeping with isolation pads and hurricane resistant anchoring per the solicitation. The manufacturer shall provide any 12” stand as recommended by HVAC Chiller manufacturer to ensure & protect Manufacturer warranty.

Question 11: Scope of Work paragraph 2u: “The contractor is to upgrade and reprogram the existing controls for the Building Automation System (BAS), supply and re-connection with BAC-net connection wiring, reprogram BAS, and test controls based on the new chiller and pumps. The upgraded BAS should be remote-capable”. Is this work included in exhibit 8?

Response: The County requires the BAS control system to be remote-capable and is part of Exhibit “8” BAS quote proposal.

Question 12: The Contractor shall be responsible for storage of all old equipment, loading, delivery and off-loading such equipment to Palm Beach County's Fixed Asset Division at 2455 Vista Parkway, West Palm Beach, FL. Normally the contractor handles disposal of the equipment. Will the county allow the contractor to dispose of the chiller?

Response: The contractor is responsible to lift, haul, trail away and remove the Summit Library Chiller with pumps in proper disposal methods per Asset Management requirements. The contractor shall notify the County Project Manager and County Facilities ten (10) day prior to Chiller de-energizing, demolition and removal to allow the County to remove any spare parts or components.

GODFREY ELECTRIC

Question 13: We have a request to bid the Electrical portion for the above mentioned project. The electrical plans show new feeders to various locations but the distances and paths of the new conduits is not clear on the E sheets.

Response: The County is not expecting the contractor to install, run, nor pulled new electrical feeders chiller location over to existing switchgear/ MDP. This is a "Like-for-Like" replacement project and existing electrical capacity shall handle the new equipment. The "E" Drawing(s) are included for your general information, site plan information, location of project elements and electrical room configuration.

Question 14: We will need a floor plan showing current locations of all switchgear involved and nameplates off of existing panels that are being altered so that we can provide accurate pricing. If possible a site visit would be helpful so that we can verify conditions.

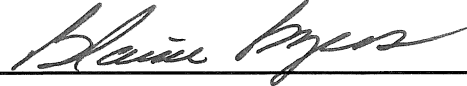
Response: No, a second library site visit is not possible. The site plan is provided in the solicitation to locate the switchgear and chiller. Also, the equipment nameplates are shown on project photos. Lastly, the existing electrical panels will keep the same electrical circuits. A licensed electrical will determine the wire size and breaker sizes to meet current NEC code.

Question 15: Can you please confirm if the attached York/Quantec chiller is an approved alternate for this project?

Response: The replacement chiller shall meet, or exceed the requirements set forth in this scope of work & solicitation. At this time, York/ Quantec is not deemed a County Approved "Equal". The County will only review and consider "or Equal" substitutions as long as equipment performance meets, or exceed County requirements.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), 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 THREE



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000566	Air Mechanical & Service Corp		Compliant					19601	HVAC Annual Contract
		Ag , XV	National Fire Insurance Company of Hartford	7036363120	1/1/2024	1/1/2025	Auto Liability		
		Ag , XV	The Continental Insurance Company	7036371301	1/1/2024	1/1/2025	Excess Liability		
		Ag , XV	The Continental Insurance Company	7036334667	1/1/2024	1/1/2025	General Liability		
		Ap , X	Zenith Insurance Company	Z139757801	1/1/2024	1/1/2025	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :



May 10, 2024

Air Mechanical & Service Corp.
2700 Ave of the Americas
Englewood, FL 34224

RE: Bond No. 322485W
Palm Beach County FL, Obligee
Main Library (Summit) Chiller Replacement, Project

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

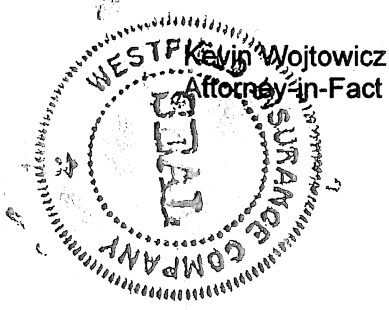
Please be advised that as Surety on the above reference bond, we hereby authorize **Palm Beach County, FL**, as Obligee, the authority to complete these bonds by dating the captioned bond, Power of Attorney with the Contract date **and date the form of guarantee upon substantial completion**. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
Westfield Insurance Company

Kevin Wojtowicz
Attorney-in-Fact



Acrisure.com / Southeast Region
1000 Central Avenue #200
St. Petersburg, FL 33705

General
Power
of Attorney

POWER NO. 0994782 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

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KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

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In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of



Frank A. Carrino, Secretary

BPOAC2 (combined) 106-02

PUBLIC CONSTRUCTION BOND

BOND NUMBER 322485W

BOND AMOUNT \$253,321.00

CONTRACT AMOUNT \$253,321.00

CONTRACTOR'S NAME: Air Mechanical & Service Corp.

CONTRACTOR'S ADDRESS: 2700 Ave of the Americas, Englewood FL 34224

CONTRACTOR'S PHONE: (941)-475-3715

SURETY COMPANY: Westfield Insurance Company

SURETY'S ADDRESS: One Park Circle, P O Box 5001,

Westfield Center OH 44251-5001

SURETY'S PHONE: 330-887-0101

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: Main Branch Library (Summit) – Chiller Replacement

PROJECT NUMBER: 2024-005202

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replace one (1) 80-ton "like for like" air-coiled chiller.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3650 Summit Blvd., West Palm Beach

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

Bond 322485W

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 \$ 253,321.00

[Two Hundred Fifty-three Thousand Three Hundred Twenty-one]

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: Main Branch Library (Summit) – chiller replacement
Project No.: 2024-005202
Project Description: Replace one (1) 80-ton “like for like” air-coiled chiller
Project Location: 3650 Summit Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: *N/A*
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 for the construction of replacing one (1) 80-ton “like for like” air-coiled chiller, 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 _____, 2024

PRINCIPAL: AIR MECHANICAL & SERVICE CORP.

By: *Blaine Byers*
Signature

Jan Donoho
Attest as to the signature of Principal

Blaine Byers - Vice President
(Print Name and Title)

Office Manager
Title

(SEAL)

Address of Witness: 2700 Ave of the Americas
Englewood, Florida 34224

Address of Principal: 2700 Ave of the Americas
Englewood, Florida 34224

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0994782 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

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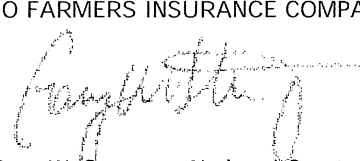
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Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

State of Ohio
County of Medina ss.:

By: 
Gary W. Stumper, National Surety Leader and
Senior Executive

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed





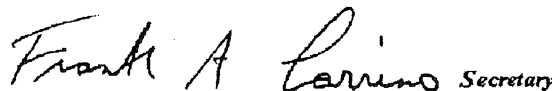
State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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In Witness Whereof, I have, hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D., 2024



 Secretary

Frank A. Carrino, Secretary

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Air Mechanical & Service Corp. and Surety Name: Westfield Insurance Company

We the undersigned hereby guarantee that the (Main Branch Library (Summit) – chiller replacement; #2024-005202) 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

Air Mechanical & Service Corp.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Blaine Byers - Vice President
(Print Name and Title)

Westfield Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Kevin Wojtowicz, Attorney-in-fact and
Florida Licensed Resident Agent
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Florida
STATE OF _____)

SS:

Pinellas
COUNTY OF _____)

I, Eileen C. Heard, a Notary Public in and for the State and County

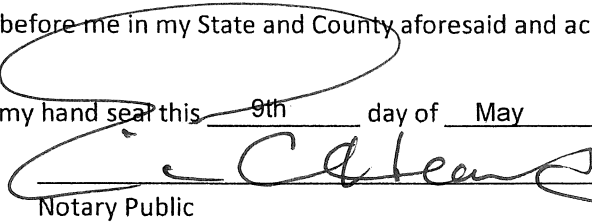
aforsaid, do hereby certify that Kevin Wojtowicz, and

n/a

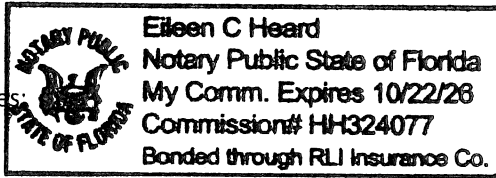
_____, whose names are signed to the foregoing bond, this day

personally appeared before me in my State and County aforsaid and acknowledged the same.

Given under my hand seal this 9th day of May, 20 24.

 (Seal)
Notary Public

My Commission Expires:



General
Power
of Attorney

POWER NO. 0994782 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

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KEVIN WOJTOWICZ, JENNIFER STEPHENS, JOHN R. NEU, JOINTLY OR SEVERALLY

of ST PETERSBURG and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

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Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
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In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

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

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 2/22/2024

PROJECT NUMBER: 2024-005202

PROJECT MANAGER: Henry Madriz, PM

BID OPENING DATE: 4/4/2024

PROJECT NAME: Main Branch Library (Summit) - Chiller Replacement

FIRM NAME	Air Mechanical & Service Corp	Florida Mechanical LLC	Bradley Heating & Air Conditioning, Inc.	Cedars Electro-Mechanical, Inc.	Precision Air System, LLC.
PRIME LOCATION	NON-LOCAL	LOCAL	LOCAL	LOCAL	LOCAL
PRIME SBE STATUS	NON-SBE	NON-SBE	SBE	SBE	NON-SBE
BID BOND	Yes	Yes	Yes	Yes	Yes
BID	\$253,321.00	\$289,696.00	\$357,333.00	\$363,747.00	\$397,900.00
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
SBE PARTICIPATION	1.44%	7.16%	90.46%	94.54%	5.94%
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Did not provide separate Schedule 2 for SBE prime	Satisfactory	Satisfactory
NOTES:			Bid Bond is missing witness and contractor signature.		

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (253,321 + 10% = \$278,653.10) 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 Air Mechanical & Service Corp.

Bid Documents Opened By (Print Name): Phyllis Lancaster

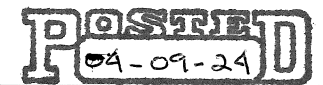
Bid Documents Recorded By (Print Name): Diana Del Rio Cabrera

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:

Air Mechanical & Service Corp

Charlene La Mattina 4.9.24
Charlene La Mattina, Project Manager Date

Gigi Jones 4/9/24
Gigi Jones, Contract Manager Date

Diana Del Rio Cabrera APRIL 9, 2024

