

RESOLUTION NO. 14 - 2247

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED BID TO D.A.C. AIR CONDITIONING CORP. TO CONVERT THE EXISTING A/C UNITS TO A CHILLER SYSTEM AT TOWN HALL IN AN AMOUNT NOT TO EXCEED \$400,000.00; TRANSFERRING FUND BALANCE (RESERVES) FROM THE GENERAL FUND BALANCE TO CAPITAL PROJECTS BUILDING TOWN HALL ACCOUNT NO. 301-4400-539-6220 APPROPRIATING THE FUNDS IN THE CAPITAL PROJECTS FUND; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2013/2014; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside solicited bids for the emergency repairs for the air conditioner system at Town Hall; and

**WHEREAS**, three (3) proposals were received on July 7, 2014 pursuant to the project bid as follows:

**WHEREAS**, following a review of the proposals received pursuant to the solicitation, and upon recommendation of the Public Works Director, the Town Commission wishes to award the bid to D.A.C. Air Conditioning Corp. to convert the existing A/C units to a chiller system at Town Hall in an amount of \$377,000.00 (attached hereto as Exhibit "A"), with contingency of \$23,000.00, and

**WHEREAS**, the project was not budgeted in the 2013/2014 Fiscal Year Budget, the cost of the project requires transfer of Fund Balance (reserves) in the total amount of \$400,000.00 from the General Fund Balance to the Capital Projects Building Town Hall Account No. 301-4400-539-6220, amending the 2013/2014 budget to appropriate the funds in the Capital Projects Fund.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Award of Project.** The Town Commission hereby awards the bid to D.A.C. Air Conditioning Corp. for the conversion of A/C units to a chiller system in an amount not to exceed \$400,000.00.

**Section 3. Authorization.** The Town Manager or his designee are hereby authorized to execute an agreement with the vendor on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

**Section 4. Budget Amendment.** The Town Commission authorizes the Town Manager to amend the budget previously adopted by Resolution No. 13-2191 to transfer the contract amount described in Section 2 hereinabove from the General Fund Balance to Capital Projects Building Town Hall Account No. 301-4400-539-6220.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED this 16<sup>th</sup> day of July, 2014.


Motion by Commissioner Karukin, second by Vice Mayor Tourgeman Commissioner Tourgeman

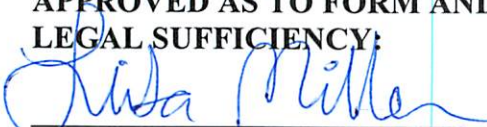
FINAL VOTE ON ADOPTION

Commissioner Barry Cohen  
Commissioner Michael Karukin  
Commissioner Marta Olchyk  
Vice Mayor Eli Tourgeman  
Mayor Daniel Dietch

Absent  
yes  
No  
yes  
yes

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST:   
\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
Linda Miller, Town Attorney

D.A.C. Air Conditioning Corp.  
12440 SW 128th Street, Suite #6  
Miami, FL 33186  
Office: (786) 293-9009  
Fax: (786) 293-9010



BONDED LICENSED & INSURED

CAC058606 - CMC1249985

**PROPOSAL AND SALES AGREEMENT**

PROPOSAL SUBMITTED TO: Town of Surfside	PHONE: (305) 841-4863 FAX: (305) 841-1302	DATE: 07/07/14 NEW <input type="checkbox"/> EXISTING <input checked="" type="checkbox"/>
ATT: Ms. Sandra Novoa	JOB NAME: Surfside Town Hall HVAC Replacement	
ADDRESS: 9293 Harding Ave.	ADDRESS: 9293 Harding Ave.	
CITY: Surfside STATE: FL ZIP: 33154	CITY: Surfside	STATE: FL ZIP: 33154

EQUIPMENT SCHEDULE							
Quantity	Brand	Unit Number	Chiller Model	Air Handler Model	Package Model	Strip Heat Size	Voltage
1	Trane	CGAM-1	CGAM080A2	N/A	N/A	N/A	208/3/60
1	Trane	RTU-1	N/A	CSAA014UB	N/A	N/A	200-208/3/60
2	Trane	RTU-2 & RTU-3	N/A	CSAA012UB	N/A	N/A	200-208/3/60
1	Trane	RTU-4	N/A	CSAA021UB	N/A	N/A	200-208/3/60
1	Trane	RTU-5	N/A	CSAA008UB	N/A	N/A	200-208/3/60

**Included:** All labor and materials for the installation of one (1) new 80 Tons Air Cooled Chiller with five (5) new CHW Air Handlers and CHW Piping related.  
New 450 A service for new chiller and connect new air handlers to existing service as shown on plans. New Air Handlers curb adapters.  
Existing duct insulation repairs as needed. New chiller with dipped and baked condenser coil coating. Chiller 5 year compressor parts warranty.  
Tracer SC Web enabled system controller to replace existing Trane Tracker Controller. 3 RTU VV, 2 RTU CV and 1 Chiller. Low voltage, start up. Owner training.  
Test & Balance by an Independent T & B Company, NEBB Certified, paid by us (based upon above referenced not being occupied).  
**Excluded:** Any work in areas or devices shown as existing. Any repair of existing violations. Heat Load and Wind Load Calculations. Permit Fees.  
Shop Drawings and/or As built will be provided upon request at additional charge. Any kind of roofing work. Cabinet and/or coil coating other than specified above.  
Fire Stopping of any kind. Any work related to Fire Alarm System, Smoke Evac, FM-200 System or Fire Suppression System. Any new fire, smoke or fire/smoke damper.  
Smoke control test. Any kind of roofing work. Any combustible material in plenum return air to be removed by others. Demolition not shown on plans.  
Partition walls openings and/or wall cuttings by others. New Chiller base or stand by others as per sheet M-6. Any roof slab reinforcement.  
X-ray and approval from Landlord and/or Structural engineer for core drilling of floor slab. X-Ray of floor slab for location of post tensioned cables.  
Asbestos / Lead Survey and/or Abatement. Any work not mentioned above.

Note: If required, at completion of the project and before final approval DAC will make any final correction to drawings (to be certified by engineer of records at additional charge.)  
Note: Price below is after FPL Rebate.  
Note: Price below is based on equipment and devices standard lead time, quick shipment can be provided at additional charge.  
Performance and payment bond can be provided by us upon request at extra cost.  
Work to be done during regular hours from 8:00 AM to 5:00 PM Monday thru Friday.

Title to the above merchandise remains with the vendor until paid for in full. In case of any default in any terms of this Order-Contract, the seller shall have the right to take immediate possession of said merchandise and the full amount of the purchase price then unpaid shall become immediately due and payable at the Seller's option without notice demand. All monies paid shall remain with the Vendor as liquidated damages. In the event of default under the terms of this Contract, requiring the services of an attorney to protect the interest of the seller, the purchaser agrees to pay reasonable attorney's fees together with interest thereon at the rate of 18% per annum, payable monthly, plus all cost incident thereto. The Seller shall not be liable for delays in delivery or installation resulting from strikes, embargoes, fires, floods, Acts of God, labor troubles or other causes beyond the control of the Seller.

This Proposal to the Purchaser is an offer, and is subject to acceptance by the Seller. If the work covered under this Contract is stop for six months or more, other than by us, the contract is subject to revision. That in the event the Purchaser repudiates this Contract after execution and refuses to allow Seller to commence work under contract provisions, then and in that event, the Purchaser shall pay to and be responsible to the Seller in the sum of 10% of the Contract prices and for liquidated and agreed damages and not as a penalty

Ductwork Notes:	Repair existing Insulation	Controls Notes:	New Controls by Trane
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**Service Warranty:** Will be provided free by us for a period of one year from date of certificate of occupancy or start up date whatever happens first, providing is not more than six months from installation date, and during regular working days at regular working hours. Weekends, holidays and maintenance are excluded.

Warranty:	M   Years on Compressor	M   Years on Coils	M   Years on other components
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M = Manufacturer

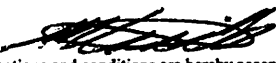
Responsibility:	DAC	Other	N/A	Responsibility:	DAC	Other	N/A
Delivery	X			New CHW lines	X		
Installation of equipment	X			Condensate drain lines			X
Safety Flow Switch	X			Pitch pans / Roof work		X	
CU Concrete Slab			X	Cutting of holes for pipes, ducts, etc.		X	
Air distribution devices			X	Fatching, painting and decorating		X	
Repair Ductwork Insulation	X			Exhaust fans			X
Permit Fees		X		New Chiller Power	X		
Free Return			X	Outside air ductwork			X
Ducted Return			X	Demolition	X		
Duct smoke detector installation			X	Duct smoke detector parts and accessories			X

Price based on plans as follows:

Plans	Engineer	Date	Revision
M-1, M-2, M-3, M-4, M-5, M-6, E-1, E-2, E-3, E-5, P-1, P-2	Alfredo M. Carbonell, P.E. Inc.	5/25/2014	N/A
E-4	Alfredo M. Carbonell, P.E. Inc.	5/25/2014	7/1/2014

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of:	\$377,000.00
Three Hundred Seventy Seven Thousand Dollars and No Cents	
With payment to be made as follows:	Scheduled Monthly Payments.

All material is guaranteed to be as specified. All work to be complete in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned D.A.C.

DAC AIR CONDITIONING CORP. Authorized Signature:   
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted.  
You are authorized to do the work as specified  
Payment will be made as outlined above. Date: \_\_\_\_\_ Signature: \_\_\_\_\_