

RESOLUTION NO. 2023- 3004

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMERGENCY REPAIR WORK FOR THE REPLACEMENT OF THE MECHANICAL AIR CONDITIONER UNIT LOCATED IN THE TOWN COMMUNITY CENTER FROM SMART AIR SYSTEMS, INC.; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)(F) OF THE TOWN CODE AS A PUBLIC WORKS REPAIR RELATING TO A TOWN FACILITY; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of emergency repair work for the replacement of the mechanical air conditioner unit located in the Town Community Center (the “Work”); and

WHEREAS, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities maintenance and repair purchases for Town facilities are exempt from competitive bidding; and

WHEREAS, the Town solicited two (2) quotes and received the lowest quote from Smart Air Systems, Inc. (the “Vendor”) in the amount of \$142,722.00, which quote is attached hereto as Attachment “A” (the “Quote”); and

WHEREAS, the Town Commission wishes to approve the purchase of the Work consistent with the Quote and authorize the Town Manager to enter into a purchase order with the Vendor, subject to approval by the Town Attorney as to form, substance, and legal sufficiency; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests and welfare of the Town.

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

Section 1. Recitals Adopted. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization to Purchase Work from Vendor; Exemption from Competitive Bidding. The Town Commission hereby approves the purchase of the Work in an amount not to exceed \$142,722.00, consistent with the Quote attached hereto as Attachment "A," and authorizes the Town Manager to enter into a purchase order or agreement(s) with the Vendor, subject to approval by the Town Attorney as to form, substance, and legal sufficiency. The Town Commission finds that pursuant to Section 3-13(7)(f) of the Town's Code, the Work is exempt from competitive bidding.

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the Work and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 11th day of July, 2023.

Motion By: Vice Mayor Rose

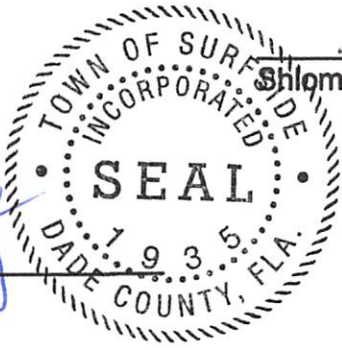
Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Absent</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

Shlomo Danzinger

Shlomo Danzinger, Mayor



ATTEST:

Sandra McCready

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

L. Chang

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

June 19, 2023

Surfside Community Center
9301 Collins Avenue
Surfside, FL 33154
Attn: Adrian Hernandez



**Work to be performed on: Main Unit & Fish Bowl Room
RE; UNIT REPLACEMENTS**

Dear Adrian,

Smart Air Systems, Inc. is pleased to provide you with this proposal to furnish all labor and material necessary to perform the scope of work listed below.

Total cost to perform this job is:.....\$122,974.00

This proposal includes the following:

- Remove and dispose of the existing unit per EPA Regulations.
- Furnish and install a new Trane system to match the specifications of the existing. This includes (2) Trane 15-ton Condensers with condenser coil coatings, Trane Performance Climate Changer AHU with SS Drain pan, Coil casing, and an Energy Recovery Ventilator.
- Place new condensers on Aluminum I-Beams to help prevent dirt and debris from corroding the units.
- Furnish and install a new auxiliary drain pan.
- Connect to the existing ductwork.
- Furnish and install piping and electrical to connect to the new units.
- Pressure tests existing line set.
- Evacuate and charge system with new R-410 refrigerant.
- Start up and check operation.
- Mechanical permit.
- Crane service.
- Remove section of drop ceiling to access 5-ton split system air handler.
- Remove and dispose of the existing 5-ton split system.
- Furnish and install a new 5-ton Ruud split system with heat and auxiliary drain pan. Condenser coil and cabinet to be coated for longer lifespan due to the salt environment.
- Connect to the existing electrical and piping.
- Evacuate and charge system with new refrigerant.
- Start up unit and confirm proper operation.
- Install the disturbed section of drop ceiling.
- Tie down detail.
- Freight.
- Work to be performed during normal operating hours (Monday-Friday 8-5)

This proposal does not include:

- Repairing or replacing underground piping due to refrigerant leaks.
- Anything not stated above.



Warranty:

- There is a 5-year compressor and 1-year parts and labor warranty.

Payment Terms:

- Progressive.

If this proposal meets with your approval, please issue your purchase order to my attention or sign and return a copy of this letter as your authorization to proceed. If you have any questions or concerns regarding this proposal please feel free to contact me at (954) 968-1288.

We thank you for the opportunity to be of service.

Sincerely,

Mike Meekins

Mike Meekins
Smart Air Systems, Inc.
CAC056916

ACCEPTED BY: _____

TITLE: _____

DATE: _____

June 21, 2023

Surfside Community Center
9301 Collins Avenue
Surfside, FL 33154
Attn: Adrian Hernandez



**Work to be performed on: Concession stand
RE; UNIT REPLACEMENT**

Dear Adrian,

Smart Air Systems, Inc. is pleased to provide you with this proposal to furnish all labor and material necessary to perform the scope of work listed below.

Total cost to perform this job is:.....\$13,872.00

This proposal includes the following:

- Remove and dispose of the existing unit per EPA Regulations.
- Furnish and install a new Trane package unit with heat and motorized outside air damper.
- **Provide a full aftermarket coating on the coil and cabinet** to help extend its lifespan due to salt environment. The current Trane model is no longer manufactured. The new model is a 4TCC036
- Furnish and install a new curb adapter.
- Connect to the existing roof curb, condensate line, and electrical.
- Secure unit to existing roof curb.
- Evacuate and charge system.
- Start up and check operation.
- Rigging/crane cost.
- Work to be performed during normal operating hours (Monday-Friday 8-5)

This proposal does not include:

- Mechanical permit and associated fees.
- Anything not stated above.

Warranty:

- There is a 5-year compressor and 1-year parts and labor warranty.

Payment Terms:

- Progressive.

If this proposal meets with your approval, please issue your purchase order to my attention or sign and return a copy of this letter as your authorization to proceed. If you have any questions or concerns regarding this proposal please feel free to contact me at (954) 968-1288.

We thank you for the opportunity to be of service.

Sincerely,

Mike Meekins

Mike Meekins
Smart Air Systems, Inc.
CAC056916

ACCEPTED BY: _____

TITLE: _____

DATE: _____

June 21, 2023

Surfside Community Center
9301 Collins Avenue
Surfside, FL 33154
Attn: Adrian Hernandez



**Work to be performed on: Life Guard Office
RE; UNIT REPLACEMENT**

Dear Adrian,

Smart Air Systems, Inc. is pleased to provide you with this proposal to furnish all labor and material necessary to perform the scope of work listed below.

Total cost to perform this job is:.....\$5,876.00

This proposal includes the following:

- Remove and dispose of the existing unit per EPA Regulations.
- Furnish and install a new Mitsubishi Mini split to match the specs of the existing.
- **Provide a full aftermarket coating on the coil and cabinet** to help extend its lifespan due to salt environment.
- Furnish and install a new stainless-steel wall bracket.
- Connect to the existing electrical and piping.
- Pressure tests connections.
- Evacuate and charge system.
- Start up and check operation.
- Work to be performed during normal operating hours (Monday-Friday 8-5)

This proposal does not include:

- Mechanical permit and associated fees.
- Anything not stated above.

Warranty:

- There is a 5-year compressor and 1-year parts and labor warranty.

Payment Terms:

- Progressive.

If this proposal meets with your approval, please issue your purchase order to my attention or sign and return a copy of this letter as your authorization to proceed. If you have any questions or concerns regarding this proposal please feel free to contact me at (954) 968-1288.

We thank you for the opportunity to be of service.

Sincerely,

Mike Meekins

Mike Meekins
Smart Air Systems, Inc.
CAC056916

ACCEPTED BY: _____

TITLE: _____

DATE: _____



Project Proposal

Customer Name: Town of Surfside Community Center		Job Name: 4 New Trane Units for Town of Surfside CC	
Customer Address: 9301 Collins Ave		Job Address: 9301 Collins Ave	
City, State, Zip: Surfside, FL 33154	Phone Number: 305-866-3635	City, State, Zip: Surfside, FL 33154	Date: 10/27/2022

SCOPE OF WORK:

Hill York is pleased to present this proposal for 4 new Trane Units at the above referenced facility. The proposed scope of work consists of the following:

- Provide and Install QTY-1 Trane 30-Ton AHU Indoor Unit for Main Mechanical Room
- Provide and Install QTY-2 Trane 15-Ton C/U Outdoor Units
- Provide and Install QTY-1 Trane 3-Ton RTU Concession Stand Unit
- Provide and Install QTY-1 Trane 5-Ton AHU Indoor Unit for Conference Room
- Provide and Install QTY-1 Trane 5-Ton C/U Outdoor Unit for Conference Room
- Provide and Install QTY-1 Trane Mitsubishi 1-Ton AHU Indoor Unit for Lifeguard Office
- Provide and Install QTY-1 Trane Mitsubishi 1-Ton C/U Outdoor Unit for Lifeguard Office
- Provide and Install New Stainless-Steel Stands and Disconnects for C/U 1 & C/U 2-Large Outdoor Condensers
- Provide and Install New Stainless-Steel Stands and Disconnects for 5-Ton Condenser- Conference Room
- Provide Heresite Protective Coating for all AHU/CU Coils, Interior components, and exterior panels. Heresite Protective coating -ASTM B117 15000-hour Salt spray testing with 5-year coating warranty.
- Provide and Install 2 Exterior concrete pads for C/U 1 & C/U 2- Large Outdoor Condensers
Concrete pad will consist of 12" thickness, size 48" x 96" x 12", with 6" exposed above ground level. Pad area will be reformed, rebar installed, poured concrete, with new footings designed by Engineer.
- Provide temporary concrete lintel support 8"x10"x8' with 2 coarse concrete blocks for the mechanical room. Concrete blocks will be removed and reinstalled for Large Trane AHU access
- Provide 75-ton Crane with 70G main boom base CWT.
- Pre-con/ Engineering with tie down details included
- Stainless-steel drain pan included for Large Trane 30-ton air handler.

- Technician will lockout and tagout the main power for each unit when repairs are being made.
- Remove and dispose of all existing units per EPA Regulations.
- Furnish and install all new units to match the specifications of the existing on-site units.
- Disconnect all ductwork where required to allow for the removal of units.
- Connect to the existing ductwork where required for all new units.
- Remove the acoustic ceiling where required to access the 5-ton air handler for the conference room.
- Furnish and install new copper piping and electrical to connect to the new units.
- Furnish and install new CPVC drain lines where required.
- Pressure tests existing copper line sets and leak check all newly soldered joint.
- Perform a 500-micron vacuum to remove moisture and non-condensable gases.
- New R-410 refrigerant will be added to complete the refrigerant charge per manufacturer recommendations.
- All new units will be operated and tested thoroughly to ensure proper function.
- Work to be performed during normal business hours (Monday-Friday 8am-5pm)
- The Trane Units have a current estimated lead time of 12-24-weeks from the ordering date.
- The availability manufacturer equipment is not guaranteed and can be subject to change.

EXCLUSIONS:

Any item or service that is not listed above is not included, premium labor unless specified, fire/smoke/building management controls, life safety/fire alarm interface, any electrical modifications and or upgrades, any low voltage modifications and or upgrades, any structural modifications and or upgrades (outside of scope above), any roofing modifications and or upgrades (outside of scope above), any ductwork modifications and or upgrades (outside of scope above), any building code upgrades that may be required, bonding, patching/plastering/painting, plumbing, general contracting services, hazardous material mitigation, lighting protection, temporary cooling, ASHRAE Standard 15 upgrades, certified air/water test and balance services, any site specific required safety training or badging, coincidental issues arising from shutdown / startup of existing equipment, BAS Controls, Smoke detectors, communication interface, additional electrical junction boxes beyond scope listed above, new high voltage wiring, new low voltage wiring, new main electrical panels, UV lights, Ionization devices, Permits, Permit fees, Road Closure permits and associated fees, Sensors, actuators, additional controls or control components

ADDITIONAL EXCLUSIONS: Sale price excludes permit fees and road closure permit fees. The cost of the permit fees will be passed onto the customer. Hill York will facilitate the permit submission.

WARRANTY:

Manufacturer provides parts warranty. Hill York will provide (1) year labor warranty on all workmanship inclusive of this contract and does not apply to any other part of the system.

- Trane standard 2-5-year Warranty for large split system, RTU, and 5-ton split system.
- Trane Mitsubishi warranty for 1-ton mini split consist of 5 years parts and 7 years compressor. If product is registered within 90 days of installation @ www.mitsubishicomfort.com, 10 years parts, 10 years compressor
- 5-year warranty on equipment and coil coating

We propose to furnish material and labor required in accordance with the above specifications for: **\$ 244,147**

- Payment terms to be made as follows: **35% Deposit, 15% Ordering Equipment, 25% Start of Job, balance due at completion**

Acceptance of Proposal: The above price and specifications are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Name: _____

Date: _____

Hill York Authorized Representative:

Sales Rep: Mitchell Delgado

Phone: 954-270-5002

Email: MitDelgado@HillYork.Com

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.

Due to current market conditions some equipment lead times may vary as determined by equipment manufacturer. Time is of the essence to process submittals and release equipment.

General Conditions: I have authority to order the work as outlined above. It is agreed that the seller will retain title to any equipment or materials that may be furnished until final payment is made. The undersigned acknowledges that all accounts are due and payable within 30 days of the invoice date. An interest charge of 1.5% per month will be applied to any unpaid balance after thirty (30) days. In the event this account is in default, customer agrees to pay all costs of collection, including collection agency fees, court costs and attorney fees, whether suit is filed or not. If suit is filed, venue will be Broward County, Florida. All matters are guaranteed to be as specified. 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. All agreements contingent upon strikes, accidents, or delays beyond the control of Our Company. Owner is to carry necessary insurance. Any (i) schedule issues (including, but not limited to, delays, access issues, or allowed work hours/off-hours work), (ii) overtime hours, or (iii) additional protocols, altered working conditions, or extra costs relating thereto, that arise, either directly or indirectly, as a result of the COVID-19 pandemic or Corona virus will entitle contractor to an equitable adjustment for time for performance and costs. If CUSTOMER elects to cancel this contract, they will be responsible for paying HILL YORK for all incurred costs, inclusive of equipment cost if it is not returnable or the restocking fee if it is returnable. Any warranty work / service call will be done during normal working hours. After hours calls are available at a premium charge.

Supply Chain Disruption

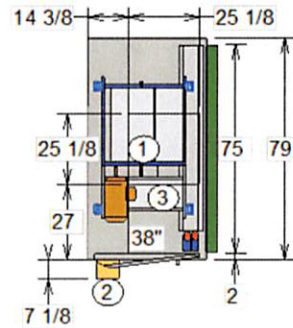
The parties understand and agree that (i) there are current issues with the manufacture and supply of various materials and equipment (all, collectively, "Goods"), which issues generally are referred to as "supply chain disruption" ("Disruption"), (ii) the Disruption arises from a variety of global, national, and local factors, all of which are beyond the control of Hill York Service Company LLC, and (iii) the Disruption has impacted suppliers' ability to provide Goods by dates certain, in the quantities ordered, and/or for the specified price. The delivery date of the equipment / parts is guaranteed only to the same extent as supplier('s/s') commitment to Hill York Service Company LLC. Such delivery may be delayed in part or whole due to the Disruption, and customer shall



not seek to hold Hill York Service Company liable for any loss or damage arising from delays or unavailability of such items if due solely to the Disruption.

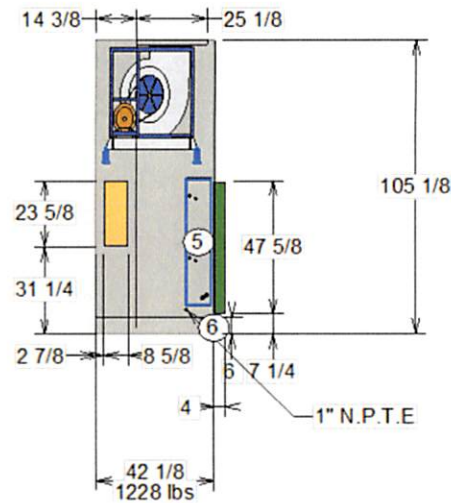
This proposal is conditioned on Hill York Service Company LLC confirming the price, delivery time, and availability of goods with Hill York Service Company LLC's subcontractors, vendors, and/or suppliers at the time this proposal is executed by the customer. Hill York Service Company LLC reserves the right to (i) adjust the proposal price and schedule in the final contract if needed due to such confirmation, and (ii) condition the final contract on, and include in it, any reservations and/or limitations that Hill York Service Company LLC must accept from its subcontractors, vendors, and/or suppliers to obtain any goods.

Due to supply chain disruption, lead time on equipment has grown substantially. The approximate lead time on this unit is 12-24 weeks from when order is placed and subject to change. Due to this lead time, there may be an increase in the contract price for the materials and sub-contractors, but only if the price increased 4% above the price that Hill York had secured at the time of order



- 1 Housed fan
- 2 External control box RH
23.6 x 8.65
- 3 Opening top
25.1 x 25.1
- 4 1" N.P.T.E
- 5 Cooling coil
- 6 Unit filters flat

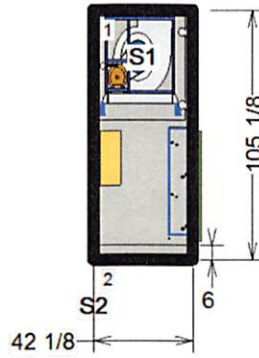
Doors
38 width x 45 height



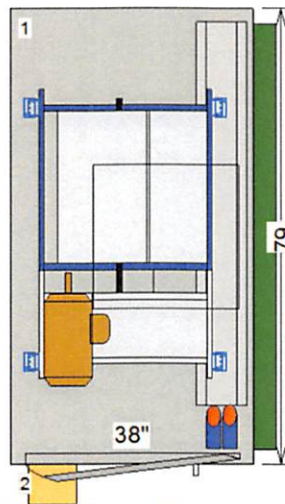
OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

Unit size: 21	Job Name: Town of Surfside Repl	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 8000 cfm	Proposal Number
Pipe cab / curb / paint:	Sales Office	Tags: AHU-1
		Rigging/Installed Weight: 1228.1 lb / 1228.1 lb





Pos #	Module	Length	Weight
1	Base Unit	42 1/8	1228.10
2	Filter / mixing / econ section	0.00	26.00
		Installed Unit Weight 1254.10 lbs	

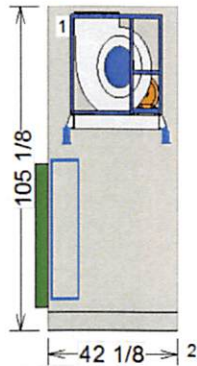
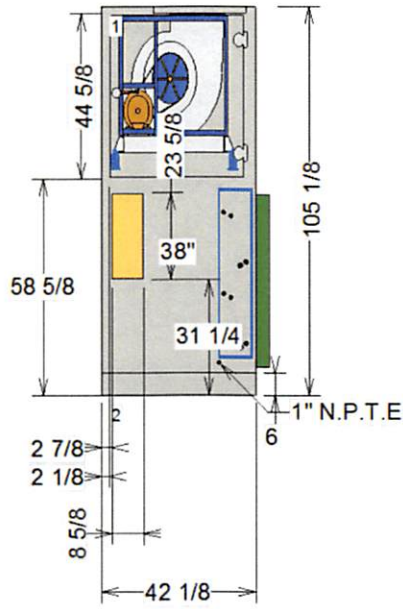


Basic Overall Plan View: Top - Measurements in inches

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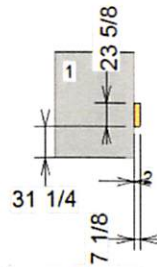


Detailed Elevation View: Left - Measurements in inches

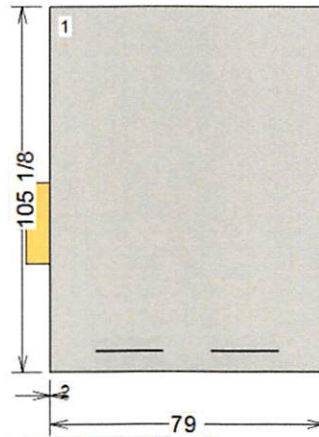
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Unit type: Indoor unit	Design airflow: 8000 cfm	Proposal Number
Pipe cab / curb / paint:	Sales Office	Tags: AHU-1
		Rigging/Installed Weight: 1228.1 lb / 1228.1 lb





Detailed Elevation View: Front - Measurements in inches

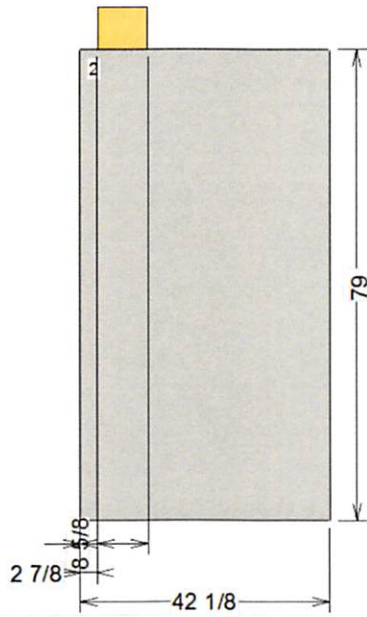


Detailed Elevation View: Back - Measurements in inches

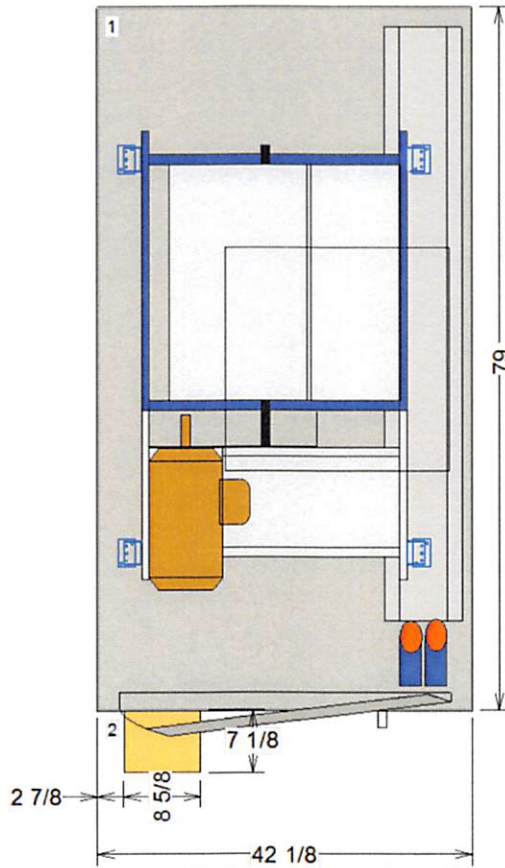
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Unit size: 21	Job Name: Town of Surfside Repl	Unit Casing: 2in Double Wall Foam
Unit type: Indoor unit	Design airflow: 8000 cfm	Proposal Number
Pipe cab / curb / paint:	Sales Office	Tags: AHU-1
		Rigging/Installed Weight: 1228.1 lb / 1228.1 lb





Left Side of Unit Detailed Plan View: Bottom - Measurements in inches



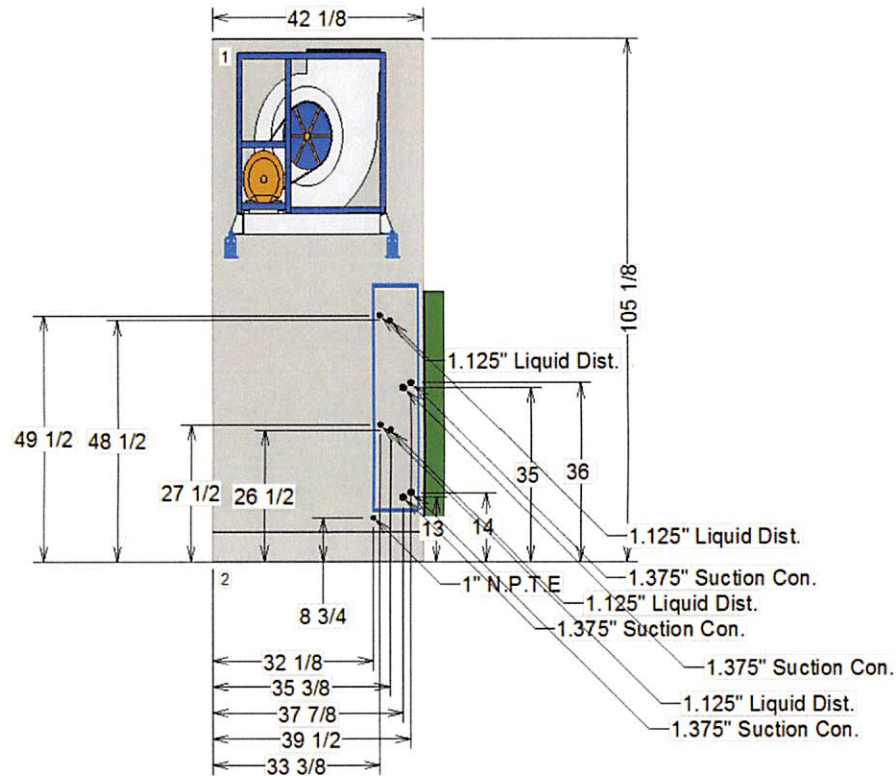
Right Side of Unit

Detailed Plan View: Top - Measurements in inches

OPENING AND DIMENSIONS MAY VARY FROM CONTRACT DOCUMENTS / RETURN OF APPROVED DRAWINGS CONSTITUTES ACCEPTANCE OF THESE VARIANCES / NOT TO SCALE

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