

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

Meeting Date: January 12, 2021

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Work Order No. 21-001 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with Precision Air Systems, Inc. (R2020-0022) in the amount of \$224,702 for the Royal Palm Beach Library - Chiller Replacement project for a period of 90 calendar days from permit issuance or until project is complete.

**Summary:** The work consists of furnishing the labor, equipment, and materials needed to remove and replace the existing York water-cooled chiller with a new Trane chiller system including new stainless steel starter pumps, connectors and disconnects. The existing chiller unit is more than 11 years old, is experiencing on-going maintenance problems, and deficient cooling performance. The unit has outlived its useful life. This project was competitively advertised and new contractors were invited to bid on the project by submitting a prequalification application prior to the submission of the bid response. On March 4, 2020, the Goal Setting Committee applied Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when three (3) or more Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if its bid is within 10% of the lowest responsive and responsible bidder for projects in excess of \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is not a certified SBE but submitted 3.81% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 31.85%. The Contractor is a local business. Funding for this project is from the Library Improvement Fund. **(Capital Improvements Division) District 6 (LDC)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on October 15, 2020 and Precision Air Systems, Inc. submitted the lowest responsive and responsible bid of the eight (8) bids received.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Work Order No. 21-001
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC 19601: Control Sheet

Recommended by: *Dorinda C. Ayala Colles* *12/04/20*  
Deputy Director Date

Approved by: *M. Baker* *12/17/2020*  
County Administrator Date

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$253,893	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$253,893</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

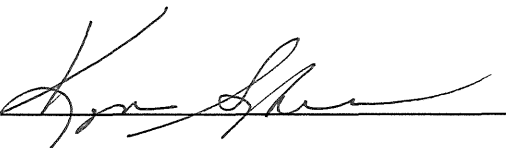
Is Item Included in Current Budget: Yes   X   No \_\_\_\_\_  
 Does this item include use of federal funds? Yes \_\_\_\_\_ No   X  

Budget Account No: Fund 3750 Dept 321 Unit L067 Object 4907

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding for this project will be from the Library Improvement (Ad Valorem) Fund.

CONSTRUCTION	\$224,702.00
STAFF COST	\$ 6,720.00
CONTINGENCY	<u>\$ 22,470.20</u>
TOTAL	\$253,892.20

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 12/8/2020  
 OFMB   DCP     BR     12/8     LM    
  12/8  

 12/14/2020  
 Contract Development and Control  
  12-14-20 TW  

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

# LOCATION MAP

Project No: 19509

Project Name: Royal Palm Beach Library – Chiller Replacement

Locations: 500 Civic Center Way, Royal Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/22/20

REQUESTED BY: Luis Herrera

PHONE: 233-2053

PROJECT TITLE: Royal Palm Beach Library – chiller replacement  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#: R 2020-0022  
DATE: 11/12/20

REQUESTED AMOUNT: \$224,702.00

eFDO #: 2019-27872

CSA or CHANGE ORDER NUMBER:

LOCATION: 500 Civic Center Way, Royal Palm Beach

BUILDING NUMBER: 19

DESCRIPTION OF WORK/SERVICE LOCATION: Royal Palm Beach Library

PROJECT/W-O. NUMBER: 19509

CONSULTANT/CONTRACTOR: Precision Air Systems, Inc. (HVAC)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove existing York water cooled chiller and furnish and install a new, direct replacement, water cooled chiller and pumps.

CONSTRUCTION	\$224,702.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 6,720.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 22,470.20
TOTAL	\$253,892.20

\* 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: 3750 DEPT: 321 UNIT: L067 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: \_\_\_\_\_ Amount \$ \_\_\_\_\_)

Department: Library

BAS APPROVED BY: Alicia Hanson

DATE: 11/05/20

ENCUMBRANCE NUMBER: \_\_\_\_\_

Project Name: Royal Palm Beach Library – chiller replacement  
Project No. 19509

**WORK ORDER 21-001 TO CONTRACT FOR  
ANNUAL HEATING VENTILATION AND AIR CONDITION (HVAC)  
FOR  
PROJECT NAME: ROYAL PALM BEACH LIBRARY – CHILLER REPLACEMENT  
PROJECT NO. 19509**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Precision Air Systems, Inc., a corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 1/7/2020 (R2020-0022) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract 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 **\$224,702** for the construction costs of removing existing York water cooled chiller and furnish and install a new, direct replacement, water cooled chiller and pumps 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 **90** calendar days of permit issuance. Liquidated Damages are \$80/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 3.25% SBE subcontracting participation on this Contract. Contractor will provide 3.81% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form  
EBO Schedules 1 and 2  
APIs  
Bid Bond/Security  
Project Requirements

Project Name: Royal Palm Beach Library – chiller replacement  
Project No. 19509

Addendum No. 1  
Addendum No. 2  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

7. Except as specially 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: Royal Palm Beach Library – chiller replacement

Project No. 19509

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:

SHARON R. BOCK, CLERK & COMPTROLLER

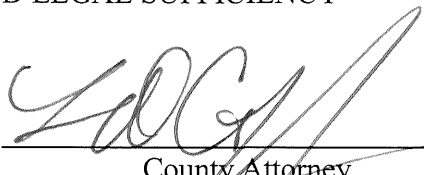
PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

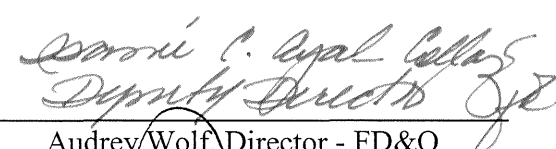
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

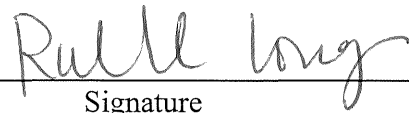
APPROVED AS TO TERMS AND CONDITIONS

By:  \_\_\_\_\_  
County Attorney

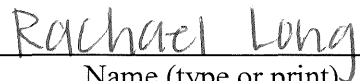
By:  \_\_\_\_\_  
Audrey Wolf, Director - FD&O

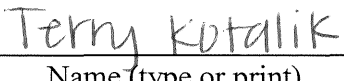
WITNESS: FOR CONTRACTOR SIGNATURE

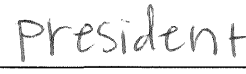
CONTRACTOR:

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Name (type or print)

 \_\_\_\_\_  
Name (type or print)

 \_\_\_\_\_  
Title

(Corporate Seal)

**BID FORM**

**PROJECT NUMBER: 19509**

**PROJECT NAME: Royal Palm Beach Library - 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).

**THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR**

**1. TOTAL QUOTE/BID AMOUNT**

\$ 224,702-00

Written amount Two Hundred Twenty Four Thousand seven Hundred Two Dollars

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

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

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.

QUOTE/BID PROVIDED BY:

Precision Air Systems

Contractor Name

10-13-2020

Date

Rachel Long

Signature

Rachael Long, Operations Mgr

Print Name and Title

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



# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Royal Palm Beach Library - Chiller Replacement  
 NAME OF PRIME RESPONDENT/BIDDER: Precision Air Systems, Inc.  
 CONTACT PERSON: Rachael Long  
 SOLICITATION OPENING/SUBMITTAL DATE: 10-15-2020

SOLICITATION/PROJECT/BID No.: 19509  
 ADDRESS: 11101 South Crown Way #2, Wellington, FL 33414  
 PHONE NO.: 561-791-3980 E-MAIL: rachael@precisionairsystemsinc.com  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Precision Air Systems, Inc. 11101 South Crown Way #2, Wellington, FL 33414 561-791-3980	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$213,152	_____
2. Pro Insulation, Inc. 12838 Temple Blvd., West Palm Beach, FL 33412 561-791-9449	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$8,550	_____	_____
3. A & S Electric 8254 130th Ave N., West Palm Beach, FL 33412 561-798-5485	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$3,000	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

	Total	_____	\$8,550	\$216,152	_____
Total Bid Price \$ <u>224,702.00</u>	Total SBE - M/WBE Participation	\$8,550			

I hereby certify that the above information is accurate to the best of my knowledge: Rachael Long Signature Operations Manager Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: 19509

SOLICITATION/PROJECT NAME: Royal Palm Beach Library - Chiller Replacement

Prime Contractor: Precision Air Systems Subcontractor: Pro Insulation

(Check box(s) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/14/19

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" 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 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
91453	Insulation	\$8550.00	1	-	\$8,550.00

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: \$8,550.00

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

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Precision Air Systems  
Print Name of Prime

By: Rachel Long  
Authorized Signature

Rachael Long  
Print Name

Operations Manager  
Title

Date: 10-13-2020

Pro Insulation, Inc.  
Print Name of Subcontractor/subconsultant

By: Theresa D Locklear  
Authorized Signature

Theresa D. Locklear  
Print Name

President  
Title

Date: 10/12/20

**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: 19509

SOLICITATION/PROJECT NAME: Royal Palm Beach Library - Chiller Replacement

Prime Contractor: Precision Air Systems Subcontractor: A&S Electric

**(Check box(s) 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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" 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 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
	Electrical	\$3,000.00	1	-	\$3,000.00

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: \$3,000.00

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

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Precision Air Systems  
Print Name of Prime

By: Rachel Long  
Authorized Signature

Rachael Long  
Print Name

Operations Manager  
Title

Date: 10-13-2020

A&S Electric Inc  
Print Name of Subcontractor/subconsultant

By: Erin Osier  
Authorized Signature

Erin Osier  
Print Name

Vice President  
Title

Date: 10/12/20

**IFQ/B ATTACHMENT "A"**  
**Affirmative Procurement Initiatives ("APIs")**  
(for IAQ Remediation, Overhead Doors, Painting Weatherproofing, HVAC, Plumbing, Sportslighting)

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by . Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. 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.

**Waiver**

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

**SBE Sheltered Market for Small Construction Contracts**

**When at least 3 SBEs are qualified 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 Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

**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.

**M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian, American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

**M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by  African American,  Hispanic American,  Asian American,  Native American, and  non-minority women persons (check applicable). M/WBE Segmented

Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

**M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

**M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

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

PROJECT NUMBER: 19509

PROJECT NAME: Royal Palm Beach Library - Chiller Replacement

DATE: October 15, 2020

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Precision Air Systems, Inc.  
\_\_\_\_\_ (hereinafter called "Principal"), and \_\_\_\_\_  
Old Republic Surety Company (hereinafter called "Surety") are held and firmly  
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of  
County Commissioners, (hereinafter called "County") in the sum of an amount equal to five percent of  
the principal's bid \_\_\_\_\_ Dollars, (\$ 5% of bid -- \_\_\_\_\_), (**which sum**  
**is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which  
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly  
and severally, firmly by these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County  
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,  
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment  
compensation taxes incurred in the performance of the Contract, means of transportation for and complete  
Construction of: **Royal Palm Beach Library - Chiller Replacement, Project Number 19509**, in the  
County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 19577

PROJECT NAME: WUD SRWRF (Various Building) - HVAC Replacement

DATE: October 15, 2020

IN WITNESS WHEREOF, the said Precision Air Systems, Inc.  
as "Principal" herein, has caused these presents to be signed in its name, by its President  
witness, and attested by its witness under  
the corporate seal, and the said Old Republic Surety Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
15th, and attested by its corporate Seal, this 15th day of October, A.D., 2020.

ATTEST:

(SEAL)

Rachael Long

Rachael Long  
Print Name

TITLE: Witness

Precision Air Systems, Inc.  
(Contractor Name)

By: Terry Kotalik  
(Signature)

Print Name and Title: Terry Kotalik  
President

ATTEST:

(SEAL)

Kelly H. Tucker

Kelly H. Tucker  
Print Name

TITLE: Witness

Old Republic Surety Company  
(Surety Name)

By: Laura W. Dennison  
(Signature)

Print Name and Title: Laura W. Dennison  
Attorney-in-Fact

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



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

C. CRISS WILLIAMS, JR., LAURA W. DENNISON, OF COLUMBIA, SC

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of FEBRUARY, 2020.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*

Assistant Secretary



*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of FEBRUARY, 2020, personally came before me, Alan Pavlic and

Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-7119

Signed and sealed at the City of Brookfield, WI this 15<sup>th</sup> day of October, 2020.



*Karen J. Haffner*

Assistant Secretary

USI INSURANCE SERVICES LLC



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

Contact: Luis Herrera, Capital Improvements Division  
Phone: (561) 233-2053  
Project Title: Royal Palm Beach Library - Chiller Replacement  
Project #: 19509  
Project Location: 500 Civic Center Way, Royal Palm Beach, FL 33411

**1. GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing 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 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 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 ninety (90) days from permit issuance. 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. 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.
- g. Liquidated damages will accrue in the amount of \$80 per day.
- h. Contractor is responsible for obtaining all measurements and verifying all dimensions during the site inspection, to include if required any building heat load calculations.

**2. SCOPE OF WORK**

- a. Remove existing York water cooled chiller unit Model #YLLA0120SE46XAA and pumps.
- b. Furnish and install a new, direct replacement, York water cooled chiller and pumps as shown on Exhibit "1", or PBC approved equal.

- c. Provide temporary cooling for the building when the chiller is changed-out and the building HVAC will be off-line for more than 2-hours.
- d. Remove, reinstall and test the fire alarm devices, when applicable.
- e. Provide and install new stainless steel disconnects.
- f. Replace the existing connectors, sealite conduit and wire from the disconnect to the unit.
- g. Provide Manufacturer's start-up. Document system pressures and running load amps.
- h. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Project Manager and the manufacturer's representative present.
- i. Connect chiller controller to existing building management system; verify system operations and insure programing and communication are restored.
- j. Provide Energy Guard USA Coating, or PBC approved equal, as required for 5-Year Extended Warranty.
- k. Coils to be copper, non-lanced.

### **3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by York; 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 components for acceptance by the County prior to ordering. Contractor is responsible for providing owners' manuals for the provided/installed equipment at completion of project.

### **4. SUBMITTALS**

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

**5. EXISTING EQUIPMENT**

- a. Contractor to provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- b. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

**6. MATERIALS**

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

**7. TEMPORARY PROTECTION**

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

**8. PROJECT CONDITIONS**

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping) 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 prep 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. If approved, this 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 and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Provide manufacturer's standard one year warranty and manufacturer's 2<sup>nd</sup> year through 5<sup>th</sup> year extended parts and labor warranty on the entire chiller package.

13. **CLEAN UP**

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

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

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

---

PROJECT NAME: Royal Palm Beach Library – Chiller Replacement

PROJECT NUMBER: 19509

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: September 10, 2020

**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.

This Addendum consists of two (2) pages and one (1) attachment.

**CHANGE TO BID/QUOTATION FORM:**

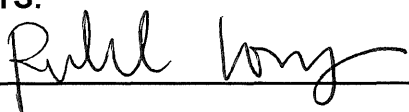
1. Change bid due date from “October 1, 2020 by 2:00 PM” to read “October 15, 2020 by 2:00 PM”

**CHANGE TO ATTACHMENT C – PROJECT REQUIREMENTS:**

2. **2. SCOPE OF WORK**, delete item “a” and replace as follows:
  - a. Turnkey project to remove and properly dispose of existing York water cooled chiller unit, Model #YLLA0120SE46XAA, and pumps.
3. **2. SCOPE OF WORK**, delete item “b” and replace as follows:
  - b. Furnish and install a new, direct replacement, Trane unit as outlined in Exhibit “1R”, or PBC approved equal.
4. **2. SCOPE OF WORK**, insert item “l” and “m” to read as follows:
  - l. Engineered shop drawings and equipment are required as part of the project requirements which include but are not limited to piping, unit, connections, valves, etc. required to make this a complete turn-key system.

- m. Contractor will replace all pump starters with new stainless steel NEMA 4X, or PBC approved equal.
5. Delete Exhibit "1" and replace with the attached Exhibit "1R".

**IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), 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

ADD1-2

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

---

PROJECT NAME: Royal Palm Beach Library – Chiller Replacement

PROJECT NUMBER: 19509

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: October 6, 2020

**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.

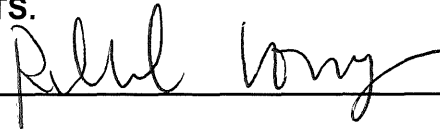
This Addendum consists of one (1) page and one (1) attachment.

**CHANGE TO ATTACHMENT C – PROJECT REQUIREMENTS:**

1. **2. SCOPE OF WORK**, insert item “n”, “o” and “p” to read as follows:
  - n. The current control system is furnished by Johnson Controls.
  - o. The breaker size for the chiller is 350 amps and the breaker size for the pumps is 25 amps each.
  - p. Only the chiller disconnect will be replaced with NEMA 4X disconnect.
2. Insert Exhibit “2” as attached.

**IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), 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

ADD2-1



USI Insurance Services  
1301 Gervais Street  
Suite 500  
Columbia, SC 29201  
www.usi.com  
Tel: 803.602.3020

November 4, 2020

Mr. Luis Herrera  
Procurement & Project Implementation Group  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, FL 33411

Re: Precision Air Systems, Inc.  
Royal Palm Beach Library  
Project No. 19509

Dear Mr. Herrera:

As agent for the surety, we have executed three (3) copies of Public Construction Bond in connection with the above project for our client, Precision Air Systems, Inc. of Wellington, Florida.

Since the contract was not dated, we left all dates blank on the bonds and Power of Attorneys. We hereby authorize you to fill in the contract effective date on each bond and Power of Attorney as soon as it is determined. Please also notify us of that date so we can mark our records.

Please do not hesitate to contact us if you have any questions or comments regarding this bond.

Sincerely,

A handwritten signature in cursive script that reads "Laura W. Dennison".

Laura W. Dennison, AFSB, CISR, CIT  
Bond Account Executive

/lwd





CFN 20200427330

OR BK 31902 PG 0420  
RECORDED 11/10/2020 12:38:33  
Palm Beach County, Florida  
Sharon R. Back: CLERK & COMPTROLLER  
Pas 0420 - 4247 (5pgs)

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER OCN5937775

BOND AMOUNT \$224,702.00 (Two Hundred Twenty-Four Thousand, Seven Hundred Two Dollars)

CONTRACT AMOUNT \$224,702.00 (Two Hundred Twenty-Four Thousand, Seven Hundred Two Dollars)

CONTRACTOR'S NAME: Precision Air Systems, Inc.

CONTRACTOR'S ADDRESS: 11101 S. Crown Way, #2, Wellington, FL 33414

CONTRACTOR'S PHONE: 561-791-3980

SURETY COMPANY: Old Republic Surety Company

SURETY'S ADDRESS: P. O. Box 1635  
Milwaukee, WI 53201-1635

SURETY'S PHONE: 262-797-2640

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: Royal Palm Beach Library - chiller replacement

PROJECT NUMBER: 19509

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Remove existing York water cooled chiller and furnish and install a new, direct replacement, water cooled chiller and pumps.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

500 Civic Center Way, Royal Palm Beach

\_\_\_\_\_

\_\_\_\_\_

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

11/10/20  
JM

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 (\$224,702.00)  
(Two hundred twenty-four thousand seven hundred two and 00/100)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Royal Palm Beach Library – chiller replacement  
Project No.: 19509  
Project Description: Remove existing York water cooled chiller and furnish and install a new, direct replacement, water cooled chiller and pumps  
Project Location: 500 Civic Center Way, Royal Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
LOCATION OF FIRM:  
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of removing existing York water cooled chiller and furnish and install a new, direct replacement, water cooled chiller and pumps to comply with ADA requirements, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. 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
3. 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
4. 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.

5. 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.

6. 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.

7. 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.

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.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated \_\_\_\_\_, 20\_\_.

Rudolf Wong  
Witness

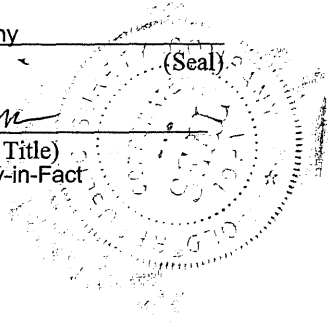
Terry Kotalik  
Witness

Precision Air Systems, Inc.  
**Principal** (Seal)  
Terry Kotalik

(Print Name and Title)  
Terry Kotalik, President

Old Republic Surety Company  
**Surety** (Seal)

By: Laura W. Dennison  
(Print Name and Title)  
Laura W. Dennison, Attorney-in-Fact



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

**FIRST PAGE MUST BE COMPLETED**

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

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

C. CRISS WILLIAMS, JR., LAURA W. DENNISON, OF COLUMBIA, SC

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
  - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
  - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of OCTOBER, 2020.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY  
Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of OCTOBER, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public  
My commission expires: 9/28/2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-7119 Signed and sealed at the City of Brookfield, WI this \_\_\_\_\_ day of \_\_\_\_\_.



Karen J. Haffner  
Assistant Secretary

USI INSURANCE SERVICES LLC

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Precision Air Systems, Inc. and Surety Name: Old Republic Surety Company

We the undersigned hereby guarantee that the (Royal Palm Beach Library – chiller replacement; #19509) 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

Precision Air Systems, Inc.  
(Contractor Name) (Seal)

By: \_\_\_\_\_  
(Contractor Signature)

Terry Kotatik, President  
(Print Name and Title)

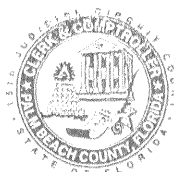
Old Republic Surety Company  
(Surety Name) (Seal)

By: \_\_\_\_\_  
(Surety Signature)

Laura W. Dennison, Attorney-in-Fact  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

Form Rev. 03/19/20



STATE OF FLORIDA • PALM BEACH **Page 1 of 1**

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 10 DAY OF Nov, 2020

SHARON R. BOCK  
CLERK & COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK



**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
DX00000558	Precision Air Systems, Inc.		Compliant					19601	HVAC - Annual Contract
		A , X	FCCI Insurance Company	CA100054988	2/11/2020	2/11/2021	Auto Liability		
		A , X	FCCI Insurance Company	UMB100054992	2/11/2020	2/11/2021	Excess Liability		
		Ar , X	National Trust Insurance Company	GL100054991	2/11/2020	2/11/2021	General Liability		
		A- , VIII	FFVA Mutual Insurance Co.	WC84000213282020A	1/1/2020	1/1/2021	Workers Comp		

**Risk Profile :** Standard - Construction Services

**Required Additional Insured :** Palm Beach County Board of County Commissioners



**Ownership Entity :**

PRE-BID Mandatory  
 PM: Luis Herrera  
 ANNUAL: HVAC  
 API: Price Preference

**BID SUMMARY**

Project Name:	Royal Palm Beach Library - Chiller Replacement							
Project Number:	19509							
Bid Opening Date:	10/15/20							
CONTRACTOR	Precision Air Systems, Inc.	Thermal Concepts, Inc.	Air Mechanical & Service Corp.	Florida Mechanical LLC	Bradley Heating & Air Conditioning, Inc.	Farmer & Irwin Corp.	Quantum Mechanical, LLC	Cedars Electro-Mechanical, Inc.
Local Bidder	Local	Non-Local	Non-Local	Local	Local	Local	Local	Local
Prime S/M/WBE	Non-SBE	Non-SBE	Non-SBE	Non-SBE	SBE	Non-SBE	SBE	SBE
BID	\$224,702.00	\$227,404.00	\$239,800.00	\$239,998.00	\$254,333.00	\$259,800.00	\$280,000.00	\$297,975.00
BID BOND	Yes	Missing	Yes	Yes	Does not equal 5% of bid	Check - \$12,990	Yes	Yes
ADDENDUMs 1 - ACKNOWLEDGED	✓	✓	✓	✓	✓	✓	✓	✓
ADDENDUMs 2 ACKNOWLEDGED	✓	✓	✓	✓	✓	✓	✓	✓
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Missing	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
SBE PARTICIPATION	3.80%		0.00%	12.86%	88.72%	12.00%	100.00%	99.70%
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Schedule 2 not signed by Prime	Satisfactory	Satisfactory	Satisfactory
COMMENTS:					1. Bidder did not submit a prequalification application. 2. Bidder did not use the bid form provided by PBC.			



Bid Documents opened by:   
 Bids Documents recorded by: 

Note: Tabulation is not official until checked and certified by Capital Improvements Division

ATTACHMENT # 4

**ATTACHMENT # 5**

PALM BEACH COUNTY  
 FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT  
 COMPETITIVE QUOTATION COMPARISON

Project Name: Royal Palm Beach Library - Chiller Replacement  
 Project Number: 19509

SOLICITATION DATE: **Tuesday, August 25, 2020**  
 QUOTATION RECEIPT DATE: **Thursday, October 15, 2020**

	Vendor	Dollar Quotation	Comments (SBE)
1	Precision Air Systems, Inc.	\$224,702.00	3.80%
2	Thermal Concepts, Inc.	\$227,404.00	0.00%
3	Air Mechanical & Service Corp.	\$239,800.00	0.00%
4	Florida Mechanical LLC	\$239,998.00	12.86%
5	Bradley Heating & Air Conditioning, Inc.	\$254,333.00	88.72%
6	Farmer & Irwin Corp.	\$259,800.00	12.00%
7	Quantum Mechanical, LLC	\$280,000.00	100.00%
8	Cedars Electro-Mechanical, Inc.	\$297,975.00	99.70%

Bid opened by: Sam DeLamon 10/15/20      Bid recorded by: Sam DeLamon 10/15/20  
SIGNATURE      DATE      SIGNATURE      DATE

COMMENTS:  
 \_\_\_\_\_  
 \_\_\_\_\_

ESTIMATE: N/A

THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS.

THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS.

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: Precision Air Systems, Inc. PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

Charles J. Murt      10-19-2020  
 Signature      Date  
[Signature]      10-20-20  
 Approved      Date



# Annual Contract - HVAC #19601 Control Sheet

All Contractors

## Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION						DOLLARS						SBE P	
W.O. Approval	PROJECT	PROJECT	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY					
DATE	NUMBER	NAME	G.C.	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE	\$M/WBE	%Minority
FYXX - Xst QUARTER													
										Work Order	Work Order	Work Order	Work Order
10/26/20	20169-R1	WUD #3 - HVAC replacement (re-bid)	Florida	30,865.00	20-025	\$3,655,433.84	\$0.00	\$3,655,433.84	\$1,344,566.16	9,320.00	30.20%		0.00%
10/07/20	20132	NCGC - chiller replacement	Precision	2,807.00	20-019 supp 1	\$3,658,240.84	\$0.00	\$3,658,240.84	\$1,341,759.16	0.00	0.00%		0.00%
	20125	Highridge Family Center - chiller replacement (BCC)	Farmer	8,701.00	20-015 supp 2	\$3,666,941.84	\$0.00	\$3,666,941.84	\$1,333,058.16	676.00	7.77%		0.00%
	19509	Royal Palm Beach Library - chiller replacement	Precision	224,702.00	21-001	\$3,891,643.84	\$0.00	\$3,891,643.84	\$1,108,356.16	8,550.00	3.81%		0.00%
INSERT ROWS ABOVE HERE ONLY										Phyllis --- 1 copy from coloumn 'J' to Column 'X'			
										1,239,488.60		944,218.76	
										W/MBE BREAKDOWN			
										TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
<b>HVAC Annual</b>													
Cedars Totals			Cedars	\$831,448.00		\$819,425.76		98.55%	\$819,425.76		98.55%		
Farmer & Irwin Totals			Farmer	\$665,551.00		\$136,521.00		20.51%	\$49,900.00		7.50%		
Florida Mechanical LLC			Florida	\$364,221.07		\$48,245.00		13.25%	\$0.00		0.00%		
Precision Air Totals			Precision	\$424,883.77		\$13,800.00		3.25%	\$0.00		0.00%		
Thermo Totals			Thermo	\$175,573.00		\$6,060.00		3.45%	\$6,060.00		3.45%		
Air Mechanical & Service Corp			AMSC	\$198,800.00		\$0.00		0.00%	\$0.00		0.00%		
Commerical Cooling			Commercial	\$0.00		\$0.00			\$0.00				
DAC Air Conditioning			DAC	\$248,290.00		\$0.00		0.00%	\$0.00		0.00%		
EC Stokes			Stokes	\$753,713.00		\$141,074.84		18.72%	\$61,653.00		8.18%		
Koldaire			Koldaire	\$0.00		\$0.00			\$0.00				
Quantum Mechanical			Quantum	\$0.00		\$0.00			\$0.00				
Sailfish Mechanical			Sailfish	\$0.00		\$0.00			\$0.00				
Airtex			Airtex	\$74,362.00		\$74,362.00		100.00%	\$0.00		0.00%		
Thermal Concepts			Thermal	\$154,802.00		\$0.00		0.00%	\$7,180.00		4.64%		
Total										\$1,239,488.60	31.85%	\$944,218.76	24.26%

ATTACHMENT # 6