Agenda Item #: 3H-3

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 22, 2024 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-015 (Work Order) to the annual heating, ventilation and air conditioning (HVAC) contract (R2020-0022) with Precision Air Systems, LLC (Contractor) in the amount of \$952,770 for the Vista Information Systems Services (ISS) Data Center-Chillers Replacement project for a period of 300 calendar days from notice to proceed.

Summary: The project consists of the removal and replacement of two (2) chillers at the Vista ISS Data Center facility, located at 2601 Vista Parkway, West Palm Beach. The Vista ISS Data Center is a mission critical site which supports various County Departments' and government agencies' needs. The existing chiller equipment is original to the Data Center building and is in need of replacement. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove and replace two (2) 80-ton chillers with two (2) new 100-ton chillers including associated accessories at the Vista ISS Data Center facility. The new chillers will better serve the cooling needs of the facility and will also facilitate future expansion. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 300 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$180 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is over \$100,000, the SBE price preference API was applied. To date, the Contractor has achieved 5.90% SBE participation on this contract. The SBE participation on this Work Order is 10.07%. To date, the overall SBE participation on the annual HVAC contract is 33.62%. Funding for this project is from the ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 7 (MWJ)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 11, 2024 and the Contractor submitted the lowest responsive and responsible bid of the eight (8) bids received. The new chillers will better serve the cooling needs of the facility and will also facilitate future expansion requirements.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 24-015
- 4. Bid Summary
- 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:	Soon l. agal	fello)	9/18/04	•
	Department Director		Date	
Approved by:	WBaken		10/4/24	
	County Administrator		Date	

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of F	iscal Impact:	:			
Fisca	l Years	2025	2026	2027	2028	2029
Opera Extern Progra	al Expenditures uting Costs nal Revenues am Income (County) nd Match (County	<u>\$998,770</u>				
# AD	FISCAL IMPACT DITIONAL FTE FIONS (Cumulative)	\$998,770 ——	-0-	<u>-0-</u>	<u>-0-</u>	-0-
Is this	m Included in Current Bu s item using Federal Fund s item using State Funds?	ls?		Yes <u>X</u> Yes	No NoX	
Budg	et Account No.:					
<u>Fund</u>	<u>1164</u> <u>Dept</u> 410	<u>Unit</u> 1	07A-06	Object 4907		
	CONSTRUCTION STAFF COSTS CONTINGENCY TOTAL	\$952,770. \$ 46,000. \$ 0. \$998,770.	00 <u>00</u>			
В.	Recommended Sources of	f Funds/Sum	mary of	Fiscal Impact:		
	Funding for this project a local match.	is from the A	RPA Res	ponse Replacem	ent funds tha	t do not require
C.	Departmental Fiscal Rev	iew:		She	•	
		III. <u>REV</u>	IEW CO	MMENTS		
A.	OFMB Fiscal and/or Cor	ntract Develo	pment C	omments:	1 .	
	Line Martia OFMB OFMB	1201204 1180 9-20	4	tract Development	MM/5 and Control 6/24	<u>-9/27/</u> 24
В.	Legal Sufficiency: Assistant County Attorney	10/2/2	·4	•		
C.	Other Department Revie	è₩:	•			
	Department Director	······				

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

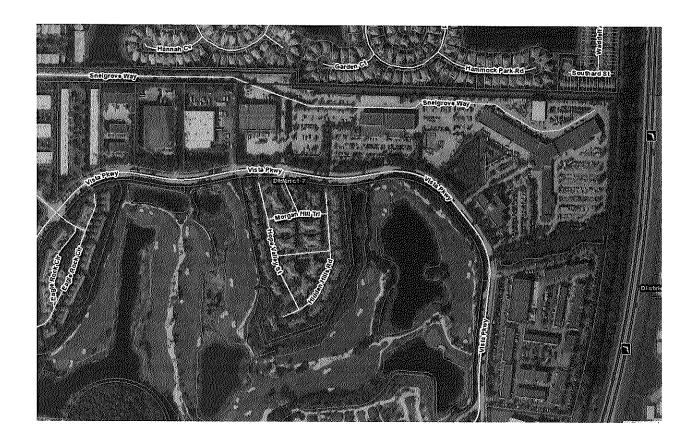
ATTACHMENT #1

LOCATION MAP

Project No: 2023-041180

Project Name:

Vista ISS Data Center-Chillers Replacement 2601 Vista Parkway, West Palm Beach, Florida 33411 Location:



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/9/2024	PHONE: (561)233-0165
PROJECT MANAGER: Henry Madriz, Project Manager	• •
PROJECT TITLE: Vista ISS Data Center-Chillers Repla	cement_
(Same as CIP or IST, if applicable)	
ORIGINAL CONTRACT AMOUNT:	IST PLANNING NO.:
スキロ. のひ REQUESTED AMOUNT: \$998,000.00	BCC RESOLUTION#: R2020-0022 DATE:
eFDO # / PROJECT NUMBER: 2023-041180	100/20h
W.O. NUMBER: 24-015	
CSA or CHANGE ORDER NUMBER:	`
SERVICE LOCATION: 2601 Vista Parkway, West Palm	Beach, FL
BUILDING NUMBER: 1449	
CONSULTANT/CONTRACTOR: Precision Air Systems	s LLC (HVAC)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF	
CONSULTANT/CONTRACTOR: To furnish all materia	al, labor, supervision, permits and supplies necessary and
reasonably incidental to replace two (2) chillers per Attac	hment "C" and addenda 1 and 2 provided by Capital
Improvements Division.	
CONSTRUCTION \$952, 000:00 - PROFESSIONAL SERVICES \$	
STAFF COSTS* \$ 46,000.00	$(a\omega)$
EQUIP. / SUPPLIES \$	
CONTINGENCY \$	
TOTAL \$998,000.00	
by FD&O. Unless there is a change in the scope of work, no accosts of \$250,000 or greater, staff charges will be billed as actu Facilities Management or ESS staff your department will be bil	
	on if more than one and order in which funds are to be used):
	UNIT: 1074-06 OBJ: 4907 HOROW
IDENTIFY FUNDING SOURCE FOR EACH ACCOU	UNT: (check <u>and</u> provide detail for <u>all</u> 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: APA Amount \$ 998, 444)	
770	
DEPARTMENT:	A
BAS APPROVED BY:	Le DATE 8/20/2024
ENCUMBRANCE NUMBER:	
	Tout Enc Pullellan
	Tolut Ein Pulllan 9/4/2024
	ŧ

WORK ORDER 24-015 TO ANNUAL CONTRACT R2020-0022 FOR HVAC

PROJECT NAME: VISTA ISS DATA CENTER-CHILLERS REPLACEMENT PROJECT NO. 2023-041180

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Precision Air Systems, LLC, a Florida Limited Liability Company, authorized to do business in the State of Florida, whose Federal ID# is 65-0480483 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 and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount. Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$952,770.00 for the construction costs of replacing two (2) chillers 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 300 calendar days from notice to proceed. Liquidated Damages are \$180/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs. The APIs applicable to this Contract are attached hereto.
- **5. EBO Participation to Date.** To date Contractor has achieved 5.90% SBE subcontracting participation on this Contract. Contractor will provide 10.07% 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 Addenda 1 and 2

1

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

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

Pursuant to section 255.0992, Florida Statutes, the County's Living Wage Ordinance shall not apply to this Invitation for Quote/Bid and any resulting Work Order(s), notwithstanding any provision of an existing Annual Contract to the contrary, including, but not limited to, the Instructions to Bidders, the General Conditions to the Annual Contract and the Certification of Compliance with the Living Wage Ordinance.

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

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

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

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

The following General Condition is added to the General Conditions:

GC 84 INTERACTIONS WITH COUNTY STAFF

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

GC 85 <u>DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN</u>
<u>COUNTRIES OF CONCERN</u>

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name:

Vista ISS Data Center-Chillers Replacement

Project Number:

2023-041180

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

ATTEST: JOSEPH ABRUZZO, CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS						
By:	By: Maria Sachs, Mayor						
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS						
By: County Attorney	By: Director - FD&O						

Project Name: Project Number:

Vista ISS Data Center-Chillers Replacement

2023-041180

WITNESS: FOR CONTRACTOR

CONTRACTOR: PRECISION AIR

SYSTEMS, LLC

SIGNATURE

Name (type or print)

(Corporate Seal)



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company PRECISION AIR SYSTEMS, LLC

Filing Information

Document Number

L23000552778

FEI/EIN Number

65-0480483

Date Filed

12/15/2023

Effective Date

04/04/1994

State

FL

Status

ACTIVE

Last Event

CONVERSION

Event Date Filed

12/15/2023

Event Effective Date

NONE

Principal Address

11101 S CROWN WAY STE 2 WELLINGTON, FL 33414

Mailing Address

11101 S CROWN WAY STE 2 WELLINGTON, FL 33414

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title AMBR

MSHC, INC. 650 S TRYON ST STE 1000

CHARLOTTE, NC 28202

Title CEO

Steinke, Craig A 650 S. Tryon Street Suite 1000 Charlotte, NC 28202

Title Executive Vice President

Ponzo, Anthony 650 S. Tryon Street Suite 1000 Charlotte, NC 28202

Title VP

Adams, Sean 11101 S CROWN WAY STE 2 WELLINGTON, FL 33414

Title VP

Richardson, Jason 650 S. Tryon Street Suite 1000 Charlotte, NC 28202

Title CFO

Sonny, Premanand 11101 S CROWN WAY STE 2 WELLINGTON, FL 33414

Title Secretary, Treasurer

wulinsky, Scott 650 S. Tryon Street Suite 1000 Charlotte, NC 28202

Annual Reports

Report Year

Filed Date

2024

01/03/2024

Document Images

01/03/2024 -- ANNUAL REPORT

View image in PDF format

12/15/2023 -- Florida Limited Liability

View image in PDF format

QUOTE/BID FORM

PROJECT NUMBER:

2023-041180

PROJECT NAME:

Vista ISS Data Center-Chillers 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.

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes____

- c) Bid Security. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT	<u>\$</u>	952,770.00
Written amount NINE HUNDRED FIFTY TWO	TH	OUSAND SEVEN HUNDRED SEVENTY
DOLLARS AND ZERO CENTS 2. Bidder commits to achieving the APIs applicable A and as submitted on its EBO Schedules 1 and 2.	to tl	his solicitation as designated on Attachment

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 Form Page 1

No_X__

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

- 5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.
- 6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum#	1	dated_	7/8/2024	Addendum #	dated	
Addendum#	2	dated_	7/9/2024	Addendum #	dated	

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

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

QUOTE/BID PROVIDED BY:	Precision Air Systems, LLC
_	Contractor Firm Name
7/11/2024	Kulll WWY
Date	Signature U
_	Rachael Long, Director of Operations
	Print Name and Title

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

Quote/Bid Form Page 2

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

Diana Delrio Cabrera D.

From:

FDO-CID-Bids

Sent:

Friday, August 2, 2024 3:46 PM

To:

'Air Mechanical & Service Corp.'; Precision Air Systems LLC; 'Florida Mechanical LLC';

'Florida Mechancial LLC'; 'Cedars Electro- Mechanical, Inc'; 'hg@airwaysmechanical.com';

'delbers@fandicorp.com'; 'OHurtado@fandicorp.com'; Luis D Quintana; viratb

(viratb@advancedairsystem.com); viratb@advanceairsystem.com

Cc:

Henry Madriz; Gigi Jones

Subject:

2023-041180 Vista ISS Data Center-Chillers Replacement Bid Summary

Attachments:

2023-041180 Approved Bid Summary.pdf

Importance:

High

Good afternoon,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on July 11, 2024.

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



Kind regards,

Diana Del Rio Cabrera

Procurements Specialist | Capital Improvements Division Palm Beach County Facilities Development & Operations 2633 Vista Parkway | West Palm Beach, FL 33411

Need Forms? Click on the link below.

Capital Improvements Forms

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

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

PROJECT NUMBER: 2023-041180

PROJECT NAME: Vista ISS Data Center-Chillers Replacement

DATE: July 11, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we,	Precision Air System	ns, Inc.
11101 S Crown Way, #2, Wellington, FL 33414	_(hereinafter called "	Principal"), and Harco National Insurance
Company, 4200 Six Forks Road, Suite 1400, Raleigh, NC 27609	_(hereinafter called '	'Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision County Commissioners, (hereinafter called "County") in		
Dollars,(\$5	% of the Amount Bid), (which sum
is at least 5% of the bid price), lawful money of the U sum will and truly to be made, we bind ourselves, our heir and severally, firmly be these presents;		
WHEREAS, the "Principal" contemplates submitting Commissioners, Palm Beach County, Florida, for furnis equipment, machinery, tools, apparatus, services, all st compensation taxes incurred in the performance of the Construction of: (Project Name: Vista ISS Data Cer 041180), in the County of Palm Beach, State of Florida;	shing and paying for a tate workmen's comp Contract, means of tra nter-Chillers Replac	all necessary labor materials, ensation and unemployment nsportation for and complete
WHEREAS, it was a condition precedent to the submissi		·

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

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

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

Bid Bond / Page 1

Form Rev. 1/8/24 Bid Bond - NonFederal

PROJECT NAME: Vista ISS Data Center-Chillers Rep	lacement	
DATE: July 11, 2024		
IN WITNESS WHEREOF, the said Precision as "Principal" herein, has caused these presents to be signed the corporate seal, and the said Harco National Insurance herein, has caused these presents to be signed in its name, and attested by its corporate Seal, this11th	gned in its name, by its <u>WITNESS</u> PYESI DENT Company as ne, by its <u>Attorney-in-Fact</u>	under "Surety"
ATTEST:		(SEAL)
(Witness Signature) Pachael Long Print Name TITLE: Withess	Precision Air Systems, LLC (Contractor Firm Name) By: (Signature) Stan Adams, VP Print Name and Title:	
ATTEST: (Witness Signature) Rebecca S. Leal Print Name	Harco National Insurance Company (Surety Name) By: (Signature)	(SEAL)
TITLE: Witness	Tahitia M. Fry, Attorney-in-Fact Print Name and Title:	

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

Bid Bond / Page 2

Surety Phone No. (919) 833-1600

Form Rev. 1/8/24 Bid Bond - NonFederal

PROJECT NUMBER: 2023-041180

N/A

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

EVAN D. SIZEMORE, REBECCA S. LEAL, MARIANA WALKER, TAHITIA M. FRY, C. STEPHENS GRIGGS, LAUREN SCOTT, HILLARY D. SHEPARD, KELLIE A. MEYER, ERIN C. LAVIN, CHARLES R. TETER III, VERONICA LAWVER, MARY T. FLANIGAN, PATRICK T. PRIBYL, CHRISTY M. BRAILE, KRISTIN D. THURBER, DANIELLE R. CAPPS, JEFFREY C. CAREY, DEBRA J. SCARBOROUGH

Kansas City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

*RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys in Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

INSURA

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swom, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz

a Notary Public of New Jersey My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as se forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day. July 11, 2024

A00823

Irene Martins, Assistant Secretary

SEAL

77

ATTACHMENT "A"

(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

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

SBE Sheltered Market for Small Construction Contracts

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

X SBE Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Vista ISS Data	Center-C	hillers Re	placemen	nt _ s	OLICITATION	!/PROJECT/BIL	NO.: 2023-	041180		
7/11/2024 SOLICITATION OPENING/SUBMITTAL DATE:				COUNTY DEPARTMENT: FD-CID						
Section A PLEASE LIST THE DOLLAR AMOUNT NAME OF PRIME RESPONDENT/BIDDER: Precision Air			OF WORK	ТО ВЕ СОМЕ				<u>nsuttant*</u> on wn Way #2, V		
contact person: Rachael Long				PHONE N	561 7	791-3980	F-MAI	.: rachael@pre	cisionairsys	temsinc.com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK *SMWBE Primes must include their percentage or dollar amount			pation line u		Non-SI	BE MBE	WBE SE			
Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:										
Subcontractor/Sub consultant Name	(Check a	all Applicab MBE	le Categorie WBE	es) SBE		DOLLAR AN	MOUNT OR	PERCENTAGE	OF WOR	<u> </u>
DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE		Women Business	Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Siemens Industry, Inc., 3021 N. Commerce 1. Parkway, Miramar, FL / SIEM006	V	The second secon								\$18,071.86
Godfrey Electric, Inc. 1222 Omar Rd West Palm Beach, FL 2. VC0000115055		and the state of t						\$95,958.00		
Trinity Insulation, LLC 855 NW 17th Ave Ste A Delray 3. Beach, FL / VS0000016475		Common Co		10						\$14,960.00
4.		and powers		1					7,000	
5.	77.00									
(Please use additional sheets if necessary)				Total		· · · · · · · · · · · · · · · · · · ·	<u> </u>	\$95,958.00		\$856,812.00
Total Bid/Offer Price \$ 952,770.00		_	Λ.	10tai	Tot	al Certified S/M/V	VBE Participation	\$95,958.0°)0	
I hereby certify that the above information is accurate to the best o	f my knowle	dge:	wW	LU	, , , , , , , , , , , , , , , , , , ,	Racho	iel Lon.	Dir	ector of Ope	rations
			i	Name & Authori	zed S gnature			J		Title

Note:

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

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: 2023-041180 SOLICITATION/PROJECT NAME: Vista ISS Data Center-Chillers Replacement Precision Air Systems subcontractor: Prime Contractor: (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): Column 1 Column 2 Column 3 ☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ■ 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 Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** Item Units **Allowances** HVAC \$ 823,780.14 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project 10000 at the following total price or percentage: _ If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Precision Air systems Print Name of Subcontractor/subconsultant **Authorized Signature** Print Name Title

Date:

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 SOLICITATION/PROJECT NUMBER: 2023-041180 SOLICITATION/PROJECT NAME: Vista ISS Data Center-Chillers Replacement Ecision Air System Subcontractor: Siemens Industry, Inc. (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): Column 3 Column 2 ☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □ Supplier ☐ Hispanic American ■ 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 Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances 1 \$18,071.86 Controls The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project 10000 at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Siemens Industry, Inc. Print Name of Subcontractor/subconsultant Lague Digitally signed by Lague Danie DN: cn=Lague Daniel, c=DE, **Print Name** Title 7-11-24

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 both parties recognize this Schedule as a binding docu Subcontractors/subconsultants, must properly execute this doc the bid/proposal.	contain bold ment. All	led language Subcontracto	indicating that by sprs/subconsultants,	igning the Schedule 2, including any tiered				
SOLICITATION/PROJECT NUMBER: 2023-041180								
SOLICITATION/PROJECT NAME: Vista ISS Data Cente	r-Chiller	s Replace	ement					
Prime Contractor: Precision Air System	Subco	ontractor:	Godfrey	Electric				
(Check box(s) that apply) ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE □Date of Palm Beach County Certification (if applicable): 4/14/25								
The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3								
☐ Male ☐ Female ☐ African-American/Black ☐ ☐ Hispanic American ☐	Asian Americ Native Amer		esian American	□Supplier				
<u>S/M/WBE PARTICIPATION</u> – <u>S/M/WBE Primes must document all work to be performed by their own work force on this form</u> . Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> 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 Description Item	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage				
91438 Electrical			·	\$195,950.00				
The undersigned Subcontractor/subconsultant is prepared to self-perfor at the following total price or percentage: 100°70	rm the above-o	described work	in conjunction with th	e aforementioned project				
If the undersigned intends to subcontract any portion of this work to a amount below accompanied by a separate properly executed Schedule	mother Subco e 2.	ntractor/subco	nsultant, please list t	he business name and the				
Price or Percentage: Name of 2 nd /3 rd tier Subcontractor/subconsultant								
Precision Air Systems Print Name of Prime By: Authorized Signature Rachael Long	Print N	alle	tractor/subconsultant LL L. J uthorized Signature	My				
Director of Operations Title	Print I Pre	Name sident						
Date: 7-11-24	Date:	7/9/24		···				

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 All Subcontractors/subconsultants, including any tiered the bid/proposal. SOLICITATION/PROJECT NUMBER: 2023-041180 SOLICITATION/PROJECT NAME: Vista ISS Data Center-Chillers Replacement Prime Contractor: Precision Air Systems Subcontractor: Trinity Insulation (Check box(s) that apply) SBE DWBE DMBE DM/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): Column 2 Column 3 ☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier ☐ Hispanic American ■ 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 Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units Allowances insulation \$14,960,00 \$14,960.00 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: 100%If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Precision Air Systems LLC Trinity Insulation, LLC Print Name of Prime Print Name of Subcontractor/subconsultant rawfora Authorized Signature Rachael Long Roger Crawford Print Name Print Name rector of operations Managing Partner 7/11/2024

Date: July 11, 2024

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

Contact:

Henry Madriz, Project Manager

Phone:

(561)233-0165

Project Title:

Vista ISS Data Center-Chillers Replacement

Project #:

2023-041180

Project Location: 2601 Vista Parkway, West Palm Beach, FL

1. GENERAL

a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.

- b. Please reference the Annual Contract HVAC for additional requirements.
- c. Work to be completed during normal the hours of 8:00 AM to 4:00 PM, Monday through Friday. Weekends with prior approval.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within three hundred (300) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$180 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

To replace two (2) chillers per the project requirements provided below:

- a. Remove the two (2) existing 80-ton chillers and replace with two (2) new 100-ton Trane chillers or Palm Beach County approved equal per specifications. New independent split coupled base mounted pump package is required with outdoor enclosure and interface the existing chiller controls with new chillers. See Exhibits "1, 2, 3, 4, 5, 7 and 8".
- b. Any upgrades have to be compatible with existing Siemens system. New chillers should come with BACnet cards that can integrate directly into existing system.
- c. Replace or provide and install new thermometers and pressure gauges on supply and

return chilled water lines for each chiller.

- d. Reuse equipment identification tags (i.e. AHU6 / AHU7, etc.) or replace with new and relabel all water lines, ductwork, accessories, etc. consistent with existing identification, where needed by replacement (i.e. chilled water / return water, etc.).
- e. Provide a wall-mounted Variable Frequency Drive (VFD).
- f. Direct Digital Controls (DDC):
 - 1. Replace CHW Supply and Return temperature sensors.
- g. The contractor is required to install new isolation valves before chiller equipment in piping system to accommodate tandem or independent chiller operations.
- h. All penetrations, joints, taps, splices, re-connections shall be sealed and patched to meet code requirements.
- Document system pressure test and balanced by third party testing company, recalibrated before running load amps and provide Palm Beach County the test and balance report by third- party licensed HVAC contractor. Report to be provided to County Project Manager.
- j. Provide Neoprene pads under chiller with internal isolators.
- k. Ground-mounted units shall be installed on existing concrete pads with unit stands.
- I. The contractor to upgrade existing controls to Siemens Building Automation System (BAS) supply reprogramming and reconnection with 'BACnet' connection wiring. Reprogramming BAS and reset controls based on new chiller and pumps. See Exhibit "6"
- m. The contractor will provide "As-Built" documents including drawings and equipment specification, manufactures warrantees and building permit certificate of completion.
- n. System shall be started after installation is complete, tested and balanced for proper operation with County Project Manager present.
- o. Provide all necessary piping, electrical, control wiring to make the system fully operational per manufacturer specifications.
- p. The contractor shall be required to upgrade the existing Siemens BAS to correspond with the new chiller equipment, with BACnet wiring capability and meet present monitoring standards of the County to be viewed remotely. The existing BAS is serviced and supplied by Siemens Service representative: Daniel Lague (561) 818-5248 / daniel.lague@siemens.com. Include BAS connections and reprogramming within your Final Bid price (OEBO Schedule 1 & 2). Contractor shall include costs to reprogram and reconnect BAS system. See Exhibit "7".
- q. Outage will not be allowed as this is a critical Data Center. The contractor shall sequence this work to allow continuous Air Conditioning and phased Chiller replacement/installation to prevent outage. Temporary cooling of ISS Data Room is required and Contractor is responsible for this requirement to provide a temporary chiller for the duration of the project.

3. PRODUCT INFORMATION

Design basis for all equipment specified in this contract is manufactured by Trane or PBC-approved equal; substitutions require owners' prior written approval. A letter from the selected manufacturer will be required as proof of deposit to hold fabrication position.

4. SUBMITTALS

All submittals and shop drawings 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. 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 (latest edition) and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

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 and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

9. PREPARATION

It shall be the responsibility of the Contractor to 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. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

11. INSTALLATION

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

12. WARRANTY

Contractor warrants all equipment, materials parts and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Manufacturer warranty of ten (10) years on Chiller as specified.

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 badged employees as identified below prior to commencement of work.

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

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

PROJECT NAME:

Vista ISS Data Center Chiller Replacement

PROJECT NUMBER:

2023-041180

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 07/08/2024

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of two (2) pages and two (2) attachments.

1. RESPONSES TO REQUEST FOR INFORMATION:

Farmer & Irwin

Question 1. Plans state that you want sound attenuation package on the pump skids, is this really required? Building services fire station, heavy equipment and

other facilities. This would be a cost savings to remove it and just have a

standard skid.

Response: Sound attenuation package for pump package is not required, but outdoor

protection package is.

Question 2. Can you please look at submittal from York and let me know if this chiller

is approved as an alternative to Trane? (PDF labeled 'YORK CH-1,2

SUBMITTAL – PBC – ISS Chiller Yard Vista Parkway')

Response: No, YORK equipment has a lower EER, larger MCA, and no sound

attenuation package provided.

Question 3. Can you please look at submittal for pump skid and verify if this Grundfos

is an approved alternative for the Systecon pump skid? (PDF labeled

'2272964')

Response: No, GRUNDFOS pump system has 2 separate pieces, is not an integral

piece and is missing the outdoor enclosure. Proposed pumps are vertical inline with integral VFD, basis of design uses horizontal split case pumps

with separate VFD.

Page 1 of 2

Question 4. When does contractor take responsibility for temporary cooling? From time

Response:

of bid awarding until new chillers are installed?

Temporary cooling will be provided by Contractor during chiller replacement to ensure facility is kept at a temperature of 70–75 degrees

Fahrenheit during working hours.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM 1

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT

CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

Vista ISS Data Center Chiller Replacement

PROJECT NUMBER:

2023-041180

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 07/09/2024

TO: **Prospective Bidders**

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

1. RESPONSES TO REQUEST FOR INFORMATION:

<u>Advance Air System</u>

Note #1 on M-002 under the Air Cooled Packaged Chiller schedule states "ONE POINT Question 1.

> FOR (2) 40T MODULES + PUMP PACKAGE AND SECOND POINT (2) 40T MODULES." and Note #3 states chiller to include a pump package. This contradicts the scope of work show on M-201 showing to provide independent pumps skid on a skid.

Please clarify what is the design intent.

Response: Design intent is to provide a separate pump package on an outdoor skid.

Ouestion 2. Are concrete isolation pads for the pumps acceptable in lieu of the steel skid frame?

Concrete isolation pads for the pumps are not acceptable. Integral pump package with Response:

outdoor enclosure is required.

If yes on #2, is a unistrut stand mounted to the slab acceptable for the electrical/controls Question 3.

components designated to be mounted on the skid?

The County has no objection to providing a uni-strut mounted on the concrete slab for the Response:

electrical/controls components required as long as the installation meets the NEC working

clearance requirements.

IS REQUIRED THAT THIS ADDENDUM NO. TWO (2) 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 2

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

4/1/2<u>025</u>

DATE (MM/DD/YYYY) 3/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	RODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com ISURED 304803 PRECISION AIR SYSTEMS, LLC 11101 S. CROWN WAY STE. 2 WELLINGTON FL 33414-8792	CC NA	ONTACT AME:	
	•	PH (A)	ONE FAX (C. No. Ext): (A/C, No):	
l *		E-	MAIL DDRESS:	
			INSURER(S) AFFORDING COVERAGE	NAIC#
		IN	surer a: Greenwich Insurance Company	22322
INSURED	PRECISION AIR SYSTEMS, LLC	IN	SURER B: XL Insurance America, Inc.	24554
1304803		IN:	SURER C: Allied World National Assurance Company	10690
	WELLINGTON FL 33414-8792	IN	SURER D:	
		IN	SURER E :	
<u> </u>		IN	SURER F:	
COVERA	GES CERTIFICATE NUMBER:	18067399	REVISION NUMBER: XX	XXXXX
TURCIO	TO CERTIFY THAT THE BOLLOVER OF INCURANCE LIGHER	7510187114175	DECL ICOURD TO THE MOUDED NAMED ADOLE FOR THE DOL	IOV DEDICE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY \$ 2,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) N RGD300147505 4/1/2024 4/1/2025 CLAIMS-MADE X OCCUR \$ 1,000,000 \$ 10,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 4,000,000 POLICY X PRO-LOC \$ 4,000,000 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY RAD943796405 4/1/2024 4/1/2025 \$ 5,000,000 Α ANY AUTO BODILY INJURY (Per person) \$ XXXXXXX SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ XXXXXXX HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ XXXXXXX \$ XXXXXXX X UMBRELLA LIAB 0313-7473 4/1/2024 4/1/2025 \$ 5,000,000 C X OCCUR N EACH OCCURRENCE EXCESS LIAB \$ 5,000,000 CLAIMS-MADE AGGREGATE DED X RETENTION \$ \$0 \$ XXXXXXX WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER OTH-N RWD300147605 STOP GAP: ND, OH, WA, WY 4/1/2024 4/1/2025 BB ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT \$ 1,000,000 N N/A E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: INSURED'S WORK/SERVICES; PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT ARE ADDITIONAL INSUREDS FOR GENERAL LIABILITY (ONGOING & COMPLETED OPERATIONS); PER ATTACHED ENDORSEMENTS. UMBRELLA IS FOLLOW FORM OVER UNDERLYING GENERAL LIABILITY, AUTO LIABILITY, EMPLOYERS LIABILITY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

18067399 PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ph M Agnella

AUTHORIZED REPRESENTATIVE

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EL DISEASE - POLICY LIMIT | \$ 1,000,000

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: RGD300147505

COMMERCIAL GENERAL LIABILITY

CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, par ts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: RGD300147505

COMMERCIAL GENERAL LIABILITY CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not sho	wwn above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.



August 23, 2024

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

Re:

Precision Air Systems, LLC

Bond # 0855765

Contract Amount: \$952,770.00

Vista ISS Data Center - Chillers Replacement, Project Number: 2023-041180

We hereby authorize Palm Beach County to date the above captioned Public Construction Bond and power of attorney with the contract date, and date the form of guarantee upon substantial completion.

Very truly yours,

HARCO NATIONAL INSURANCE COMPANY

By: \\\\

Tahitia M. Fry
Attorney-in-Fact

CFN 20240304686

OR BK 35245 PG 1114
RECORDED 9/3/2024 1:47 PM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs: 1114 - 1121; (8pgs)

PUBLIC CONSTRUCTION BOND

BOND NUMBER	0855765
BOND AMOUNT	Nine Hundred Fifty-Two Thousand Seven Hundred Seventy and No/100 Dollars (\$952,770.00)
CONTRACT AMOUNT	Nine Hundred Fifty-Two Thousand Seven Hundred Seventy and No/100 Dollars (\$952,770.00
CONTRACTOR'S NAM	ME: Precision Air Systems, LLC
CONTRACTOR'S ADD	DRESS: 11101 S. Crown Way, #2, Wellington, FL 33414
CONTRACTOR'S PHO	NE: (561) 791-3980
SURETY COMPANY:	Harco National Insurance Company
SURETY'S ADDRESS:	4200 Six Forks Road
	Suite 1400
	Raleigh, N 27609
SURETY'S PHONE:	(919) 833-1600
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: <u>V</u>	ista ISS Data Center-Chillers Replacement
PROJECT NUMBER:	<u>2023-041180</u>
CONTRACT NUMBER	t (to be provided after Contract award):
DESCRIPTION OF WO	ORK: To replace two (2) chillers.
PROJECT ADDRESS, 1	PCN, or LEGAL DESCRIPTION: 2601 Vista Parkway, West Palm Beach, FL
This Dond is issued in fo	avor of the County conditioned on the full and faithful performance of the

Page 1 of 4

Form Rev. 1/8/24 Public Construction Bond

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 \$

\$952,770.00

[Nine hundred fifty-two thousand seven hundred seventy]

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:

Vista ISS Data Center-Chillers Replacement

Project No.:

2023-041180

Project Description:

To replace two (2) chillers

Project Location:

2601 Vista Parkway, West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: GARTEK ENGINEERING CORPORATION

LOCATION OF FIRM:

7210 SW 39 TERRACE, MIAMI 33155

PHONE:

305-266-8997

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

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

- a. Performs the contract between Principal and County for the construction of replacing two (2) chillers per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

then this bond is void; otherwise it remains in full force.

Page 2 of 4

Form Rev. 1/8/24 Public Construction Bond

- 2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.
- 3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
- 5. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
- 6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

Dated on, 20	PRINCIPAL: PRECISION AIR SYSTEMS
	LLC _ A _ S _ S _ S _ S
	By: > ~ Have grant and gra
Λ.Λ	Signature
Raill bour	Sean Adams VP
Attest as to the signature of Frincipal	(Print Name and Title)
Withess	(SEAL)
	Address of Principal: 11101 S. Crown Way. #2
Address of Witness: 11101 S. Crown Way, #2	
Wellington, FL 33414	Wellington, FL 33414

Page 3 of 4

Form Rev. 1/8/24 Public Construction Bond

SURETY: Harco National Insurance Company

Signature

(Print Name and Title)

Raleigh, NC

Rebecca S. Leal, Attorney-in-Fact

Address of Surety: 4200 Six Forks R

(SEAL)

Attest as the signature of Surety

Witness

Title

Address of Witness: 444 W. 47th Street, Suite 900 Kansas City, MO 64112-1906

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

Page 4 of 4

CFN 20240304686 Bond 9R BK 35% 5 PG 1118 Pg: 5 of

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of iAT insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raieigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

...
EVAN D. SIZEMORE, REBECCA S. LEAL, MARIANA WALKER, TAHITIA M. FRY, C. STEPHENS GRIGGS, LAUREN SCOTT, HILLARY D. SHEPARD, KELLIE A. MEYER, ERIN C.
LAVIN, CHARLES R. TETER III, VERONICA LAWVER, MARY T. FLANIGAN, PATRICK T. PRIBYL, CHRISTY M. BRAILE, KRISTIN D. THURBER, DANIELLE R. CAPPS, JEFFREY C.
CAREY, DEBRA J. SCARBOROUGH

Kansas City, MO

their true and lawful attomey(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

'RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneye-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022 STATE OF NEW JERSEY STATE OF ILLINOIS County of Essex County of Cook Kenneth Chapman Executive Vice President, Harco National Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duty swom, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

and international Fidelity Insurance Company

CATHY CALL S NOTA OF NEW ?

TY IN

POR

SFA

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> a Notary Public of New Jersey Cathy Cruz My Commission Expires April 16, 2024 **CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00823 Irene Martins, Assistant Secretary

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Harco National Insurance Company	Precision Air Systems, LLC ar	nd Surety Name:
We the undersigned hereby guarantee that the 2023-041180) Palm Beach County, Florida, accordance with the plans and specifications; guaranties included in the Contract Docume together with any work of others which may be workmanship or materials within a period of cabove named work by the County of Palm Beach, ordinary wear and tear correction work is started, it shall be carried the	which we have constructed and bonder that the work constructed will fulfill the nts. We agree to repair or replace any be damaged in so doing, that may prove to one year from the date of Substantial Cor- ach, State of Florida, without any expense and unusual abuse or neglect excepted by	d, has been done in requirements of the or all of our work, to be defective in the inpletion of all of the se whatsoever to said
In the event of our failure to acknowledge not (5) working days after being notified in wri County, Florida, we, collectively or separately said defects repaired and made good at our therefore upon demand. DATED	iting by the Board of County Commiss y, do hereby authorize Palm Beach Count expense and we will honor and pay th	sioners, Palm Beach ty to proceed to have
(Date to be filled in at substantial compl	etion)	
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY	Precision Air Systems, LLC (Contractor Name)	(Seal)
	By: (Contractor Signature	VP
	Harco National Insurance Company 4200 Six Forks Road, Suite 1400, Rai (Surety Name)	leigh, NC 27609 (919) 833-1600 (Seal)
	By: MMMSII	
	(Surety Signat	ture)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Rebecca S. Leal, Attorney-in-Fact
(Print Name and Title)

Form Rev. 03/19/20

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI)
COUNTY OF JACKSON)

On August 23, 2024, before me, Tahitia M. Fry, a Notary Public in and for the above county, personally appeared Rebecca S. Leal, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she is Attorney-in-Fact of Harco National Insurance Company, a corporation organized and existing under the laws of the State of IL, that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by his/her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

My Commission Expires: 02/15/2028

Signature of Notary

TAHITIA M. FRY
Notary Public-Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires 2/15/2028
Commission # 123035419

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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Kansas City, MO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022

STATE OF NEW JERSEY County of Essex STATE OF ILLINOIS County of Cook

INSUR

Kenneth Chapman
Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2022 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Caery 5-

Cathy Cruz a Notary Public of New Jersey

My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00823

Irene Martins, Assistant Secretary

ATTACHMENT #4

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

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 6/7/2024

PROJECT NUMBER: 2023-041180

PROJECT NAME: Vista ISS Data Center-Chillers Replacement

PROJECT MANAGER: Henry Madriz, PM

BID OPENING DATE: 7/11/2024

FIRM NAME	Air Mechanical & Service Corp	Precision Air System, LLC	Florida Mechanical LLC	Cedars Electro- Mechanical, Inc.	Air-Ways Mechanical Services, LLC	Farmer & Irwin Corp.	Aquarius Air Conditioning & Refrigiration, inc.	Advanced Roofing, Inc. db Advanced Air Systems
PRIME LOCATION	NON-LOCAL	LOCAL	LOCAL	LOCAL	NON-LOCAL	LOCAL	NON-LOCAL	NON-LOCAL
PRIME SBE STATUS	NON-SBE	NON-SBE	NON-SBE	SBE	NON-SBE	NON-SBE	NON-SBE	NON-SBE
BID BOND	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
BID	\$765,354.00	\$952,770.00	\$1,088,579.00	\$1,119,375.00	\$1,148,300.00	\$1,179,830.00	\$1,230,000.00	\$1,408,970.00
ADDENDUM 1	Not Acknowledged / Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
ADDENDUM 2	Not Acknowledged / Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
SBE SCHEDULE 1 (Shall list the SMMBE Prime and the names of <u>All</u> subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
SBE PARTICIPATION	0%	10.07%	11.20%	98.39%	2.26%	10.34%	0%	0.25%
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
NOTES:	Quote/Bid Form Missing						OEBO Schedule 2 missing for subcontractor	Siemens missing from OEBO Schedule 1. OEBO Schedule 2 missing for Siemens.

COMMENTS: The lowest bidder bid is non-responsive due to missing Quote/Bid Form. The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$765,354 + 10% = \$841,889.40) pursuant to Sec. 2-80.27. of the Equal Business Opportunity Ordinance re-ranking provision. The Bid amount is not changed as the 10% calculation is only utilized for the purpose of determining the SBE Price Preference. The SBE's use lowest bid amount for calculation, bid amount is higher than the 10% threshold. Therefore, award is recommended to Precision Air System, LLC.

Bid Documents Opened By (Print Name):

Cathy Choban

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

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors fisted.

YES

The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor. The recommended firm is registered in VSS.

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Precision Air System, LLC

Gigi Jones, Contract Manager

\$23,000,000.00 \$5,000,000.00

Annual Contract - HVAC #19601: Control Sheet

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 1/7/2020) HVAC CONTRACT Expires 1/6/2025

Board Item - Increase Capacity (1/12/2021) (Amendment #1) Board Item - Increase Capacity (4/5/2022) (Amendment #2) Board Item - Increase Capacity (3/14/2023) (Amendment #3)							\$3,000,000.00 \$5,000,000.00 \$10,000,000.00						
a Na combidada Sanca		PROJECT INF	ORMATION			Gudenjeski		DOLL	ARS		SBE PARTIC	IPATION	ANCENSES.
APPROVAL DATE	PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUP! MEN		\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2023-041180	Vista ISS Data Center-Chillers Replacement	Precision	\$952,770.00	24-015			\$21,503,196.07	\$1,496,803.93	\$95,958.00		10.07%	
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %								
	\$1,496,803.93	\$7,228,659.57	\$2,529,443.22	33.62%	34.99%						,		
		HVAC ANNUAL		FIRM	TOTAL WORK ORDERS	TOT SBE		CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIV E M/WBE %			
	1	Air Conditioning Filters Plus, Inc. R2023-07	'34	Air Conditioning	\$98,500.00	\$	-	0.00%	98,500.00				İ
	2	Air Handlers of the Palm Beaches, Inc R	2022-0185	Air Handlers	\$0.00	\$	-		-				i
	3	Air Mechanical & Service Corp - R2020-02	29	AMSC	\$1,229,935.00	\$ 3	3,636.53	0.30%	_	0.00%			1
	4	Air-Ways Mechanical Services L.L.C.		Air-Ways	\$0.00	\$	*		-				
	5	The Airtex Corporation - R2020-0236		Airtex	\$748,494.00	\$ 741	,607.00	99.08%	-	0.00%			
		Big Air Mechanical, LLC		Big Air	\$0.00	\$	-		-				
	7	Bradley Heating & Air Conditioning, Inc F	2021-0059	Bradley	\$247,588.00	\$ 227	7,287.00	91.80%	=	0.00%		ļ!	
	8	Breezy Cool Air Conditioning Inc R2022-	0845	Breezy	\$0.00	\$	-		-				ĺ
	9	Carrier Corporation - R2024-0054		Carrier	\$0,00	\$			-				
	10	Cedars Electro-Mechanical, Inc R2020-0	019	Cedars	\$6,230,491.85	\$ 5.495	5,345.13	88.20%	2,320,638.22	42.23%			i
		CT/HX Services, LLC - R2022-0698	•.•	CT/HX	\$0.00	\$	-						1
		D.A.C. Air Conditioning Corp - R2020-0231		DAC	\$974,695.97		3,600.00	2.93%		0.00%			
	13	E.C. Stokes Mechanical Contractors, Inc	R2020-0232	Stokes	\$793,157.66		2,274.84	17.94%	-	0.00%			
	14	Farmer & Irwin Corp R2020-0020		Farmer	\$973,568.00	\$ 147	,577.00	15.16%	49,900.00	33.81%			
		Florida Mechanical LLC - R2020-0021		Florida	\$6,427,792.36		2,915.64	4,25%	37,965,00	13.91%			
		Johnson Controls, Inc R2021-1795		Johnson	\$0.00	\$	-		*				
		Key Mechanical Services, Inc. R2023-0733	}	Key	\$198,000.00	\$	-	0.00%	-				
	18	Koldaire, Inc R2020-0233		Koldaire	\$0.00	\$	-		~				
	***************************************	Master Mechanical Services, Inc. R2023-1	694	Master	\$0.00	\$	-		_				
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~		Page Mechanical Group, Inc. R2021-1061		Page	\$0.00	\$							
		Precision Air System, Inc R2020-0022		Precision	\$2,648,897.73		,176.43	5.90%	9,200.00	5.89%			,
		Quantum Mechanical, LLC - R2020-0234		Quantum	\$0.00	\$	-					ļl	
		Sailfish Mechanical - R-2020-0235		Sailfish	\$0.00	\$	-		*				
		Thermal Concepts, Inc R2020-0237		Thermal	\$750,245.00		,180.00	0.96%	7,180.00	100.00%			
			Thermo Air	\$181,830.50	_	,060.00	3,33%	6,060.00	100.00%				
		Trane U.S. Inc. R2023-1447		Trane	\$0.00	\$	-						
·	25				\$0.00	\$	-		-				
				TOTAL	21,503,196.07	7,228,6	59.57	33.62%	2,529,443.22	34.99%			