Agenda Item #: 3H-26

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	September 10, 2019	[X] Consent [] Workshop	[] Regular [] Public Hearing
Department:	Facilities Development and Oper	rations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 19-014 to the contract with Cedars Electro-Mechanical, Inc. (R2018-1776) in the amount of \$319,375 for the Lantana Library chiller replacement project for the period of 60 days from permit issuance or until project is complete.

Summary: The chilled water equipment at the Lantana Branch Library is more than ten (10) years old, and no longer functions efficiently. The equipment is in need of replacement now due to premature coil and sensor deterioration, which requires frequent repairs to maintain operations. The new equipment is more efficient and meets new energy code requirements. The work consists of the replacement of the existing chilled water unit, water pumps, associated piping and equipment. This work order was solicited pursuant to the Heating Ventilation and Air Conditioning (HVAC) annual contract and the requirements of the Equal Business Opportunity Ordinance. The annual contract was presented to the Goal Setting Committee on January 2, 2019 and an Affirmative Procurement Initiative (API) of Sheltered Market was applied for projects under \$100,000 or Small Business Enterprise (SBE) Price Preference for projects over \$100,000. Cedars Electro-Mechanical, Inc. is an SBE Local Business. Cedars Electro-Mechanical, Inc. submitted on this work order 91.5% S/M/WBE participation. The overall participation on the annual HVAC construction contract is 63.69%. The funding source for this work is from the Library Taxing District MSTU. (Capital Improvements Division) District 2 (LDC)

Background and Justification: Bids for this project were opened on March 21, 2019 and Cedars Electro Mechanical, Inc. submitted the lowest, responsive, responsible bid of the seven (7) bids received. The lowest responsible bidder, Quantum Mechanical, LLC, did not submit all the required documents, and was subsequently deemed non-responsive. Since Cedars Electro-Mechanical, Inc. is the only other contractor with SBE participation and is within 10% of the second lowest bid, in accordance with the Equal Business Opportunity ordinance, Cedars Electro-Mechanical, Inc. is recommended for award of this contract. **Attachments:**

- 1. Location Map
- 2. Work Order No. 19-014
- 3. Budget Availability Statement
- 4. Bid Summary
- 5. HVAC Control Sheet

Recommended by:	Barra ! ayal liller for A. Will	8/07/19	
	Department Director	D ate	
Approved by:	10Bake-	9/6/19	
	County Administrator	' Date '	

II. FISCAL IMPACT ANALYSIS

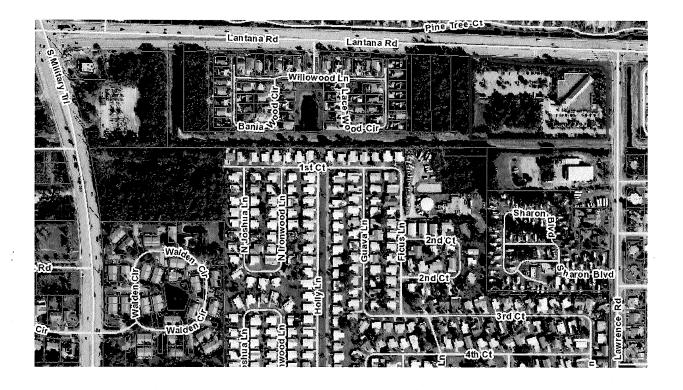
A. Five Year Summary of F	iscal Impact:				
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2019 \$352,912.50 	2020	2021	2022	2023
Is Item Included in Current E Does this item include use of	_		Yes N Yes N	0 0x	
Budget Account No: Fund	1 <u>3750</u> Dep	ot <u>321</u>	Unit <u>L067</u>	Object <u>4907</u>	Program
B. Recommended Sources of			•		
The funding source for this w	ork is from the	Library T	Taxing District.		
Construction Costs	\$319,375.0	0		<u>-</u>	
Staff Costs	\$ 1,600.0	0			
Contingency	\$ 31,937.5	<u>0</u>			
Total	\$352,912.5	0			
C. Departmental Fiscal Revie		n Sy	her		
	III. <u>R</u>	EVIEW C	COMMENTS:		
A. OFMB Fiscal and/or 0	Contract Develo	opment an	nd Control Comm	ents:	
OFMB Elala	Lth		Contract A	dministrator	colour 8/23/
8/13 BR9/13	75		8/3	13/16	
B. Legal Sufficiency:			0/9	fly To	
Assistant County Attorney	8/0	25/19			
C. Other Department Review	:				

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

Department Director

LOCATION MAP

Address: 4020 Lantana Road Lake Worth



ATTACHMENT 1

WORK ORDER 19-014 TO CONTRACT FOR ANNUAL HVAC FOR LANTANA LIBRARY - CHILLER REPLACEMENT PROJECT NO. 18445

THIS WORK ORDER is made as of _______ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Owner", and Cedars Electro Mechanical, Inc., a Florida corporation, hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated November 20, 2018 (R2018-1776) ("Contract") is in full force and effect and that this Work Order merely supplements said Contract:

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) TOTAL QUOTE 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 \$319,375.00 for the construction costs of removing existing 125 ton Trane chiller and furnish and install a new 125 ton Trane chiller unit or PBC approved equal as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

(2) 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 $\underline{60}$ calendar days of permit issuance.

(3) ATTACHMENTS:

Exhibit A – Quotation Form Public Construction Bond Form of Guarantee Insurance Certificate(s)

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

ATTEST: SHARON R. BOCK, CLERK & COMPTROLLER	PALM BEACH COUNTY BOARD, FLORIDA Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By:Mack Bernard, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Audrey Wolf, Director - FD&O
WITNESS: FOR CONTRACTOR SIGNATURE	CONTRACTOR: CEDARS ELECTRO MECHANICAL, INC.
Signature	Schen L Chulhouh Signature
Shelley maself Name (type or print)	Debra L. Chalhoub Name (type or print)
	<u>President</u> Title
	(Corporate Seal)

BID FORM

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

- a) This Quote/Bid Form completed and executed.
- b) Schedules 1 and 2.
- c) <u>Bid Security</u>. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR
1. TOTAL BID/QUOTE AMOUNT \$ 3\9,375
Written amount Three hundred n ineteen thousand three hundred
2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B an as submitted on its Schedules 1 and 2.
3. Is the Bidder a Palm Beach County Registered S/M/WBE? Yes No
4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considere 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 an 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 policity 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." Without limiting 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, includi
BID/QUOTE PROVIDED BY: <u>Cedars Electro-Mechanical</u> , <u>dnc</u> . Contractor Name
3/14/19 Seben & Chalhout Date Signature
<u>president</u>
Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

Form Rev. 01/23/19 Invitation for Quote – Non-federal

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

OLICITATION/PROJECT/BID NAME: Lant	ana Libra	ry - Chiller Rep	lacement	SOLICITA	TION/PROJECT/	BID No.: 18445		
IAME OF PRIME RESPONDENT/BIDDER:	edars Ele	ectro-Mechanic	al, Inc.	ADDRESS	: 211 N.Fed	eral Hwy Lake	Worth, FL 3	3460
CONTACT PERSON: Debra Chalhoub SOLICITATION OPENING/SUBMITTAL DATE: 3/14/19				PHONE NO.: 561-588-4088 E-MAIL:debrac@			c@cedarsinc <u>₄</u> c	
				DEPARTN	DEPARTMENT:			
PLEASE LIST THE DOLLAR AMOU PLEASE ALSO LIST THE DOLLA	NT OD DEI	DCENITAGE OF V	AGE OF WO	COMPLETED 1 RK TO BE COM E PROJECT.	THE PRIME CO	ONTRACTOR/CON LL SUBCONTRAC	NSULTANT ON TORS /SUBCO	THIS PROJECT. DNSULTANTS
	(Che	ck all Applicable Catego	ories) SBE		DOLLAR AM	IOUNT OR PERCENTAG	GE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Cedars Electro-Mechanical, Inc. 211 N. Federal Hwy			V		,	79%		
Godfrey Electric 2 1222 Omar Rd. West Palm Brach,	fL							12.57
3,						<u> </u>		
4.								
5.								
(Please use additional sheets if necessary)		т	otal			79%		12.5 %
Total Bid Price \$ 319,375		Total	SBE - M/WBE Par	ticipation <u>91</u>	1.5%			

- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT - SCHEDUL 2

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

subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 18445 SOLICITATION/PROJECT NAME: Lantana Library - Chiller Replacement Name of Prime: Cedars Electro-Mechanical, Inc. (Check box(s) that apply) ☑SBE ☑ WBE ☐ MBE Date of Palm Beach County Certification (if applicable): 6-15-2017 ✓M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column): Column 2 ☐African-American/Black ☐Asian American ☑ Caucasian American ☐ 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** Qty./Units Contingencies/ Total Price/Percentage Item Allowances mechanical 79% The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Cedars Electro-Mechanical, Inc. Print name of Prime Print name of Subcontractor/subconsultant By: Seben & Chalhou Authorized Signature **Authorized Signature** L. Chalhoub Print name Title Title 3-14-19 Date: Date: _

Revised 12/31/2018

OEBO LETTER OF INTENT - SCHEDULE 2

he bid/prop	s recognize this Soors/subconsultants, moosal.	thedule as a binding docur	nent All	subcontractor	s/subconsultants,	ctor/subconsultant (for signing the Schedule 2. including any tiered must be submitted with
OLICITATIO	N/PROJECT NUMBER:	18445				
SOLICITATIO	N/PROJECT NAME: L	antana Library - Chiller F	Replaceme	<u>nt</u>		
Name of Pri	me: <u>Cedars</u> s) that apply)	Electro-Mech	anica	1, Inc	ertification (if appl	icable):2/16/16
The undersi Column 1	gned affirms they are	the following (select one from Column 2	each column):		
У́маle □F	emale	☐African-American/Black ☐ ☐Hispanic American ☐	Asian Americ Native Ameri		sian American	
properly exec	cuted Schedule 2 for any ned or items supplied w	BE Primes must document all word S/M/WBE participation may resund the the dollar amount and/or percentation of the delar amount and attached the delar and the delar attached the dela	It in that partic intage for each	ipation not bein work item. S/N	g counted. Specify A/WBE credit will of	in detail, the scope of work
Line	Item	Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
Item	Electrica	7	1	25.544	, 11037411055	
	EIECKKA	7		, , , ,		
) 1			1	\$ I		1
					i	
at the follow If the unders amount belo	ving total price or percer	ntract any portion of this work to eparate properly executed Schedu	another Subco		ensultant, please lis	
at the follow If the unders amount belo	ring total price or percersigned intends to subcooper accompanied by a second of 2 nd /3 rd tier Subconference of 2 nd /3 rd tier Subconference of Prime	ntract any portion of this work to eparate properly executed Scheductractor/subconsultant ectro-Mechanic Lalkoul	another Subco le 2.	ontractor/subco	e of Subcontractor/s	t the business name and the
If the unders amount belo	ring total price or percer signed intends to subcolow accompanied by a second	ntract any portion of this work to eparate properly executed Schedu tractor/subconsultant ectro-Mechanic	another Subcolle 2. Price By:	ontractor/subco	e frey E	t the business name and the
If the undersamount below	cring total price or percersigned intends to subcompanied by a second accompanied by a second accompan	ntract any portion of this work to eparate properly executed Scheductractor/subconsultant ectro-Mechanic Lalkoul rized Signature . Chalhoub	another Subcolle 2. Price By:	or Percentage: Print name Albe t name	e of Subcontractor/s	t the business name and the

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

PROJECT NAME: Lantana Library - Chiller Replacement

PROJECT NUMBER:

18445

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: MARCH 11, 2019

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of two (2) pages.

CHANGE TO BID/QUOTATION FORM:

Change bid due date from "March 14, 2019 by 2:00 PM" to read "March 21, 2019 by 2:00 PM".

CHANGE TO EXHIBIT "1", SPECIFICATIONS:

- Section 23 0923 Direct Digital Control (DDC) System for HVAC, Part 1 General,
 1.2 Summary, A., add the following:
 - 5. Contractor shall re-connect new chiller and new pumps to an existing Control System. Contractor shall match existing sequence of operations and shall provide all necessary new to existing connections, including updated BMS graphics.

CHANGE TO EXHIBIT "2":

- Sheet M-202, Mechanical New Work Floor Plans, <u>NEW WORK CODED NOTES</u>, item
 2 shall be deleted and replaced with the following:
 - 2. Contractor shall provide new inertia bases, as shown on End Suction Pump Mounting Detail, sheet M-303.

- Sheet M-301, Mechanical Details, <u>CHILLED WATER PIPING DIAGRAM NOTES</u>, add the following:
 - 10. Contractor shall provide Butterfly Valves as shown on Mechanical Piping Diagram, sheet M-301.
- Sheet M-303, Mechanical Details, <u>END SUCTION PUMP MOUNTING DETAIL</u> Note
 5, shall be deleted and replaced with the following:
 - 5. Contractor shall provide suction diffuser with strainer as shown on Mechanical Piping Diagram, Sheet M-301, Coded Note 10.

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

ACKNOWLEDGMENT OF RECEIPT: John L Chalhoul

END OF ADDENDUM

ADD1-2

www.altersurety.com

June 27, 2019

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2633 Vista Parkway West Palm Beach, FL 33411-5604

RE: CEDARS ELECTRO-MECHANICAL, INC.

Project: Annual HVAC for Lantana Library-Chiller Replacement

Bond No. SUR0002669

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of Palm Beach County Board of County Commissioners. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email to dawn@altersurety.com so that we can activate the bond coverage.

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,

Frankenmuth Mutual Insurance Company

Warren M. Alter, Attorney-in-Fact

PUBLIC CONSTRUCTION BOND

BOND NUMBER	SUR	0002669
BOND AMOUNT	\$31	9,375.00
CONTRACT AMOUNT	•	\$319,375.00
CONTRACTOR'S NAM	Œ:	Cedars Electro-Mechanical, Inc.
CONTRACTOR'S ADD	RESS:	211 North Federal Highway, Lake Worth, FL 33460
CONTRACTOR'S PHON	NE:	561-588-4088
SURETY COMPANY:	5	Frankenmuth Mutual Insurance Company
SURETY'S ADDRESS:		One Mutual Avenue, Frankenmuth, MI 48787
	+	
·	****	
SURETY'S PHONE:	~~	(989) 652-6121
OWNER'S NAME: PA	ALM B APITA	EACH COUNTY BOARD OF COUNTY COMMISSIONERS L IMPROVEMENTS DIVISION
OWNER'S ADDRESS:	2 V	633 Vista Parkway Vest Palm Beach, FL 33411-5604
OWNER'S PHONE:	(:	561) 233-0261
PROJECT NAME: A	nnual	HVAC for Lantana Library - Chiller Replacement
PROJECT NUMBER:1	18445,	Work Order 19-014
CONTRACT NUMBER (to	o be pro	ovided after Contract award):
		nual HVAC for Lantana Library - Chiller Replacement
PROJECT ADDRESS, PCN PCN 00-42-44-37-00-0	N, or LI 037-00	EGAL DESCRIPTION: 4020 Lantana Road, Lake Worth, FL
**		
This Bond is issued in favor Contract.	of the	County conditioned on the full and faithful performance of the

Page 1 of 3

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 Three Hundred Nineteen Thousand Three Hundred Seventy Five and No/100

Dollars (\$ \$319,375.00

(Here insert a sum equal to the Contract Price)

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: Annual HVAC for Lantana Library - Chiller Replacement

Project No.: 18445

Project Description: 125 Ton Trane Chiller Replacement Lantana Library

Project Location: 4020 Lantana Road, Lake Worth, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corp.

LOCATION OF FIRM: 6801 Lake Worth Road, Suite 117, Greenacres, FL 33467

PHONE: 561-249-3431

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

THE CONDITION OF THIS BOND is that if Principal:

- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Page 2 of 3

Form Rev. 01/17/19 Public Construction 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.

- 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.
- Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

Witness

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.

Cedars Electro-Mechanical, Inc.

Principal

(Seal)

Title

Frankenmuth Mutuุล์ Tinsurance Company

Surety

(Seal)

Title Warren M. Alter, Attorney-in-Fact

The provisions and limitations of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

FORM OF GUARANTEE

Name: Frankenmuth Mutual Insurance Company	and Surety
Transcrinder Mudal Insurance Company	
specifications; that the work constructed will fulfice Contract Documents. We agree to repair or replace a which may be damaged in so doing, that may prove a period of one year from the date of Substantial Corof Palm Beach, State of Florida, without any expensive wear and tear and unusual abuse or neglect exceptes shall be carried through to completion. **Annual Work Ord In the event of our failure to acknowledge notice, an (5) working days after being notified in writing by County, Florida, we, collectively or separately, do he said defects repaired and made good at our expensitherefore upon demand.	OJECT NAME AND NUMBER) Palm Beach County, I, has been done in accordance with the plans and till the requirements of the guaranties included in the any or all of our work, together with any work of others to be defective in the workmanship or materials within impletion of all of the above named work by the County se whatsoever to said County of Palm Beach, ordinary and by the County. When correction work is started, it IHVAC for Lantana Library - Chiller Replacement, Project Number 18445, and commence corrections of defective work within five by the Board of County Commissioners, Palm Beach creby authorize Palm Beach County to proceed to have see and we will honor and pay the costs and charges
DATED (Date to be filled in at substantial completion)	
SEAL AND NOTARIAL	Cedars Electro-Mechanical, Inc.
ACKNOWLEDGMENT OF SURETY	(Contractor Name) (Seal)
	By: Sebud Chalhouf (Contractor Signature) Debra L. Chalhoub - president (Print Name and Title)
	Frankenmuth Mutual Insurance Company (Surety Name) (Seal) By: (Surety Signature)
	Warren M. Alter, Attorney-in-Fact
	(Print Name and Title)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.

(Seal)

By

Frankenmuth Mutual Insurance Company

Frederick A. Edmond, Jr.,

President and Chief Operating Officer

STATE OF MICHIGAN

COUNTY OF SAGINAW

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this ____ day of ______, 20 ____

Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



CEDARS2

OP ID: DWR

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2019

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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).

PRODUC	==	954-776-2222	CONTACT D. 41 O			
		· · · · · · · · ————	CONTACT Beth Garcia, CIC			
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130			PHONE (A/C, No, Ext): 954-776-2222	FAX (A/C, No): 954-7	776-4446	
P.O. Bo	x 5727 derdale, FL 33310-5727		E-MAIL ADDRESS:			
Beth G	arcia, CÍC		INSURER(S) AFFORDING COVERA	3E	NAIC#	
***************************************			INSURER A : FCCI Insurance Company		10178	
INSURED	Cedars Electro Mechanical, Inc Attn: Debra & Ibrahim Chalhoub		INSURER B : National Trust Insurance Co.		20141	
	211 N Federal Hwy		INSURER C : Monroe Guaranty Insurance	Co.	32506	
	Lake Worth, FL 33460		INSURER D:			
			INSURER E :			
L			INSURER F:			
~~\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\						

CERTIFICATE NUMBER: **REVISION NUMBER:** 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 TYPE OF INSURANCE POLICY EFF POLICY EXP POLICY NUMBER LIMITS R X | COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre CLAIMS-MADE X OCCUR GL10003316301 11/15/2018 11/15/2019 100,000 \$ 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY PRO- LOC 2,000,000 PRODUCTS - COMPIOP AGG S
Emp Ben. S OTHER 1,000,000 AUTOMOBILE LIABILITY 1,000,000 S X ANY AUTO CA10001956701 11/15/2018 11/15/2019 BODILY INJURY (Per person) S OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED ONLY NONSONEP В UMBRELLA LIAB 5,000,000 EACH OCCURRENCE \$ CLAIMS-MADE EXCESS LIAB UMB10001956801 11/15/2018 11/15/2019 5,000,000 AGGREGATE DED X RETENTIONS 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER OTH-STATUTE ER ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT If yes, describe under
DESCRIPTION OF OPERATIONS below
A Equipment Floater E.L. DISEASE - EA EMPLOYEE S E.L. DISEASE - POLICY LIMIT | 5 CM10003316401 11/15/2018 11/15/2019 Equipment 39,500 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Annual HVAC Contract Project: 15730.00
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officer, employees and agents c/o Facilities
Development & Operations Departmnet are additional insured with respect to general liability if required by written contract.

CERTIFICATE HOLDER		
CLICITICATE HOLDER		CANCELLATION
Palm Beach County c/o Capital Improvements 2633 Vista Parkway West Palm Beach, FL 33411	PALMBE9	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
10000001/01/01/01		

ACORD 25 (2016/03)

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NOTEPAD:	HOLDER CODE INSURED'S NAME	PALMBE9 Cedars Electro Mechanical, Inc	CEDARS2 OP ID: DWR	PAGE 2 Date 02/14/2019
	manner van kanting (1944) dag generaran saman saman saman sahilagi yayalayi wa wayala alayini da yanga			Date 02/14/2019

CEDAR-1

OP ID: NG

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/26/2019

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 BELOW. 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). CONTACT Workers Compensation Group PRODUCER
Workers Compensation Group
P O Box 410
Boca Raton, FL 33429-0410
Workers Compensation Group 561-392-3300 PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # **42376** INSURER A: Technology Ins Co INSURED Cedars Electro-Mechanical, Inc 211 N Fedral Hwy Lake Worth, FL 33460 INSURER B : INSURER C : INSURER D : INSURER E: INSURER F: **COVERAGES** CERTIFICATE NUMBER: **REVISION NUMBER:** 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.

TYPE OF INSURANCE

ADDL SUBR.
TYPE OF INSURANCE

ADDL SUBR.
POLICY NUMBER

POLICY EFF.
INSD WYD

POLICY STP.
IMM/DD/YYYYI
IMM/DD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre \$ CLAIMS-MADE OCCUR \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY __ JECT LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident) \$
PROPERTY DAMAGE
(Per accident) \$ HIRED AUTOS ONLY NON-QWNED AUTOS ONLY UMBRELLA LIAB EACH OCCURRENCE \$ CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER X OTI YIN TWC3777443 03/01/2019 03/01/2020 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re:Annual HVAC Contract Project No.15730.00 CERTIFICATE HOLDER CANCELLATION PALMB20 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE ACCORDANCE WITH THE POLICY PROVISIONS. WILL BE DELIVERED IN Palm Beach County c/o Capital Improvements Division

ACORD 25 (2016/03)

2633 Vista Parkway

West Palm Beach, FL 33411

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AUTHORIZED REPRESENTATIVE

BUDC T AVAILABILITY STATEME

REQUEST DATE: 4/11/19 H REQUESTED BY: Luis Herrera	PHONE: 233-2053					
PROJECT TITLE: <u>Lantana Library – chiller replacement</u> (Same as CIP or IST, if applicable)						
ORIGINAL CONTRACT AMOUNT: \$ REQUESTED AMOUNT: \$319,375.00	IST PLANNING NO.: BCC RESOLUTION#:					
CSA or CHANGE ORDER NUMBER: LOCATION: 4020 Lantana Rd., Lake Worth	DATE:					
BUILDING NUMBER: 2017 DESCRIPTION OF WORK/SERVICE LOCATION: Lantana Library PROJECT/\(\forall \cdot						
CONSULTANT/CONTRACTOR: Cedars Electro Mechanical, Inc.	(HVAC)					
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES CONSULTANT/CONTRACTOR:	TO BE PROVIDED BY THE					
Furnish all labor, material, supervision, permits and supplies necessary and reasonal ton Trane chiller and furnish and install a new 125 ton Trane chiller unit of PBC ap CONSTRUCTION \$319,375.00 PROFESSIONAL SERVICES \$ NA STAFF COSTS* \$ 1,600.00 EQUIP. / SUPPLIES \$ NA CONTINGENCY \$ 31,937.50 TOTAL \$352,912.50 * By signing this BAS your department agrees to these CID staff charges and your account to by FD&O. Unless there is a change in the scope of work, no additional staff charges will be costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the enfacilities Management or ESS staff your department will be billed actual hours worked upon BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and of FUND: \$750 DEPT: 321 UNIT: LOGO O	proved equal, will be charged upon receipt of this BAS be billed. If this BAS is for construction ad of the project. If the project requires on project completion. rder in which funds are to be used):					
DENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide Ad Valorem (Amount \$	(Amount \$) Amount \$)					
ENCUMBRANCE NUMBER:	•					

ATTACHMENT 3

BID SUMMARY

Project Name: LANTANA LIBRARY - 125 TON TRANE CHILLER REPLACEMENT (MAN)

Project No. 18445

Bid Opening Date: Thursday, March 21, 2019

CONTRACTOR	QUANTUM MECHANICAL, LLC	PRECISION AIR SYSTEMS INC.	FARMER IRWIN	STOKES MECHANICAL	THERMO AIR INC.	CEDARS ELECTRO MECHANICAL	FLORIDA MECHANICAL BID NOT OPENED NO PRE-QUAL	
BID	\$250,000.00	\$293,710.00	\$299,900.00	\$313,154.00	\$314,000.00	\$319,375.00		
BID BOND REQUIRED ONLY IF BID IS OVER \$200K	1	V	√\$16,750.00 CHECK	√	1	1		
ADDENDUMs 1 - ** ACKNOWLEDGED	NONE	√	1	V	V	V		
ADDENDUMS 2 ACKNOWLEDGED	N/A	N/A	N/A	N/A	N/A	N/A		
ADDENDUMs 3 ACKNOWLEDGED	N/A	N/A	N/A	N/A	N/A	N/A		
ADDENDUMs 4 ACKNOWLEDGED	N/A	N/A	N/A	N/A	. N/A	N/A		
ATTACHMENT 2 (OEBO SCHEDULE 1)	√	V	V	1	٧	√ √		
OEBO PARTICIPATION	89.7% / \$224,456.00	<u>0.00</u> % / \$ <u>0.00</u>	<u>0.0</u> % / \$ <u>0.00</u>	<u>0.0</u> % / \$ <u>0.00</u>	<u>0.0</u> % / \$ <u>0.00</u>	92% / \$293,831.00		
ATTACHMENT 2 (OEBO SCHEDULE 2)	V	V	√	V	V	√		

Bid Documents opened by:

Bids Documents recorded by:

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

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ATTACHMENT 4

UMMA

Annual Contract - HVAC 2018: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

	Procurement Project Implementation Group												
	PROJECT INFORMAT	PROJECT INFORMATION				DOLLARS							SBE P
PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ TO-DATE	COMMITME! ATRENEWAL	NTS THIS TERM	\$ CAPACITY REMAINING	\$SBE Work Order	%SBE Work Order	\$M/WBE Work Order	%Minority Work Order
	FYXX - Xst QUARTER Lantana Library - Chiller Replacement	Cedars	EBO	\$319,375.00	19-014	\$5,615,256.86	\$3,793,638.31	\$646,905.00	\$884,743.14	\$292,228.13	79.00%	292,228.13	91.50%
	INSERT ROWS ABOVE HERE ONLY					Phyllis — I co	py from coloumn	'J' to Column 'X	•	3,805,768.86		292,228.13	
			-	TOTAL	TOTAL	TOTAL				TOTAL			
-	HVAC Annual			WORK ORDERS	SBE WORK ORDERS	EBO WORK ORDERS				TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
	Air Handlers of the Palm Beaches Totals	Air Handler		\$28,691.00	\$28,691.00	\$0.00				\$28,691.00	100.00%	\$0.00	0.00%
	Cedars Totals	Cedars		\$828,290.00	\$197,910.00	\$630,380.00				\$473,190.63	57.13%	\$292,228.13	46.36%
	Stokes Totals	Stokes		\$1,368,594.67	\$1,368,594.67	\$0.00				\$1,290,751.67	94.31%	\$0.00	0.00%
	Farmer & Irwin Totals	Farmer		\$483,835.08	\$394,820.08	\$89,015.00				\$15,427.00	3.19%	\$0.00	0.00%
	Precision Air Totals	Precision		\$1,747,525.84	\$1,528,485.84	\$219,040.00				\$1,009,993.08	57.80%	\$0.00	0.00%
	Airtex Totals Thermo Totals	Airtex		\$897,644.00 \$579,376.27	\$897,644.00 \$579,376.27	\$0.00 \$0.00				\$832,086.00	92.70%	\$0.00	0.00%
	THETHIO TOTALS	Thermo		φυ <i>ι 9,510.21</i>	क्छ। ४,७। ७.८/	\$0.00				\$129,179.48	22.30%	\$0.00	0.00%
	3	Total		\$5,933,956.86	\$4,995,521.86	\$938,435.00				\$3,779,318.86	63.69%	\$292,228.13	31.14%