

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

Meeting Date: February 11, 2020

☒ **Consent**

[] Regular

[] Workshop

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 20-006 to the annual Heating, Ventilation, and Air Conditioning (HVAC) contract with Cedars Electro-Mechanical, Inc. (Contractor) (R2020-0019) in the amount of \$224,743 for the Governmental Center Air Handler Unit #6N Replacement project for the period of 90 days from permit issuance or until project is complete.

Summary: The work consists of furnishing the labor, equipment, and materials needed to remove the existing air handler unit # 6N, which is more than 30 years old and is at the end of its useful life, and replace it with a comparable sized new air handler unit. In addition, the contractor is responsible for replacing air dampers, variable frequency drives, direct digital controls and cleaning the ducts. 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. On August 21, 2019, the Goal Setting Committee applied Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when four (4) or more Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if their bid is within 10% of the lowest responsive and responsible bidder for projects in excess of \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is a certified SBE and submitted 98.70% SBE participation on this work order. The overall SBE participation on the annual HVAC contract is 76.66%. The Contractor is a Palm Beach County business. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 7 (LDC)**

Background and Justification: Bids for this project were opened on November 21, 2019 and the Contractor was the lowest responsive and responsible bidder of the four bids received.

Attachments:

1. Location Map
2. Work Order No. 20-006
3. Budget Availability Statement
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC 2020: Control Sheet

Recommended by:

Department Director

1/17/2020
Date

Approved by:

County Administrator

1-31-2020

Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$247,218				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$247,218	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of federal funds?		Yes		No	X

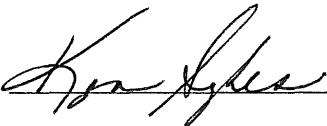
Budget Account No:

Fund 3804 Dept 411 Unit B627-0072 Object 4907 \$ 140,000
Fund 3804 Dept 411 Unit B576-0002 Object 4907 \$84,743

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

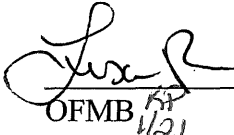
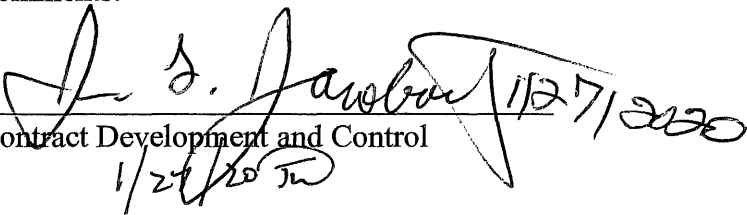
Funding for this project will be from the Public Building Improvement Fund.

Construction Costs \$ 224,743.00
Contingency \$ 22,474.30
Total \$ 247,217.30

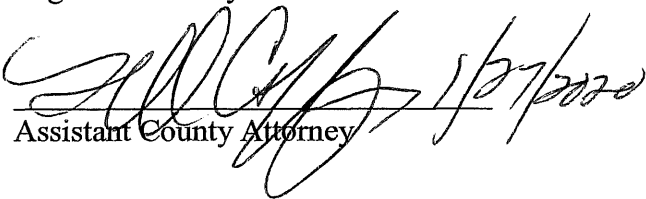
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 1/22/2020  1/27/2020
OFMB 1/21 Contract Development and Control 1/24/2020

B. Legal Sufficiency:

 1/27/2020
Assistant County Attorney

C. Other Department Review:

Department Director

LOCATION MAP

Project No: 19352

Project Name: Governmental Center, Air Handler Unit #6

Location: 301 N Olive Avenue, West Palm Beach, FL



**WORK ORDER 20-006 TO CONTRACT FOR
ANNUAL HVAC
FOR
Governmental Center (GCC) – HVAC REPLACEMENT AIR HANDLER UNIT 6N
PROJECT NO. 19352**

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 Coporation, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated January 7, 2020 (R2020-0019) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$224,743.00** for the construction costs of removing existing AHU 6N, any wall demo, if necessary and replace with Trane, or PBC approved equal as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within 90 calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 76.66% SBE subcontracting participation on this Contract. Contractor will provide 98.7% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

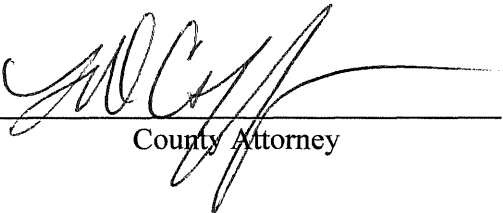
PALM BEACH COUNTY BOARD,
FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

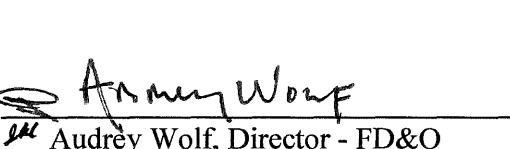
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

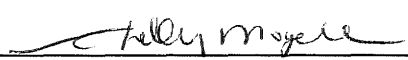
APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
County Attorney

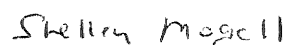
By:  _____
Audrey Wolf, Director - FD&O


WITNESS: FOR CONTRACTOR
SIGNATURE

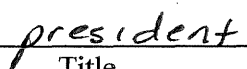
CONTRACTOR: Cedars Electro-
Mechanical, Inc.

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
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) Bid Security. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL BID/QUOTE AMOUNT \$ 224,743.00

Written amount Two hundred twenty four thousand seven hundred forty three

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and 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 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.

BID/QUOTE PROVIDED BY: Cedars Electro-Mechanical, Inc.
Contractor Name

Nov. 21, 2019
Date

Sebra S. Chalhoub
Signature

President
Title

/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, Inc.

CONTACT PERSON: Debra L Chalhoub

SOLICITATION OPENING/SUBMITTAL DATE: November 21, 2019

SOLICITATION/PROJECT/BID No.: 19352

ADDRESS: 211 N Federal Hwy. Lake Worth Beach, FL 33460

PHONE NO.: 561-588-4088 E-MAIL: debrac@cedarsinc.com

DEPARTMENT: _____

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Cedars Electro-Mechanical, Inc. 211 N. Federal Hwy Lake Worth Beach, FL 33460 561-588-4088	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	98.7%	_____	_____
2. LTB Electrical 3636 SW 21st Ct. Ft. Lauderdale, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1%	_____	_____	_____	_____
3. Pro Air Co. 2875 Jupiter Park Dr. Jupiter, FL 33458	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	.3%
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	1%	98.7%	_____	.3%

Total Bid Price \$ 224,743

Total SBE - M/WBE Participation 100%

I hereby certify that the above information is accurate to the best of my knowledge: Debra L Chalhoub

Signature

President

Title

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19352
SOLICITATION/PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

Name of Prime: Cedars Electro-Mechanical, Inc.

(Check box(s) that apply)

☒ SBE ☒ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6-15-2017

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

Column 1

Column 2

☐ Male ☒ Female ☐ 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	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Mechanical				98.7%

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.

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage:

Cedars Electro-Mechanical, Inc.

Print name of Prime

By: Debra L Chalhoub
Authorized Signature

Debra L Chalhoub

Print name

President

Title

Date: 11-21-19

Print name of Subcontractor/subconsultant

By:
Authorized Signature

Print name

Title

Date:

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19352

SOLICITATION/PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

Name of Prime: Cedars Electro-Mechanical, 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):

Column 1

Column 2

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Hispanic American ☐ Native American

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Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	<i>test + balance</i>				<i>1.3%</i>

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Cedars Electro-Mechanical, Inc.

Print name of Prime

By: Debra L Chalhoub

Authorized Signature

Debra L Chalhoub

Print name

President

Title

Date: Nov. 21, 2019

Pro-Air Co.

Print name of Subcontractor/subconsultant

By: U M Stanimirovic

Authorized Signature

Velimir M Stanimirovic

Print name

President

Title

Date: 11-21-2019

Revised 12/31/2018

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19352

SOLICITATION/PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

Name of Prime: Cedars Electro-Mechanical, 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):

Column 1

☒ Male ☐ Female

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	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	electrical				17%

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Cedars Electro-Mechanical, Inc.

Print name of Prime

By: Debra L Chalhoub
Authorized Signature

Debra L Chalhoub

Print name

President

Title

Date: Nov. 21, 2019

LTB Electrical

Print name of Subcontractor/subconsultant

By: Leacroft Bailey
Authorized Signature

LEACROFT BAILEY

Print name

President

Title

Date: 11-21-19

Revised 12/31/2018

ATTACHMENT "A"
(for HVAC)

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

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcbgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☐ **Waiver**

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

☒ **SBE Sheltered Market for Small Construction Contracts**

When at least 4 SBEs are qualified under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

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

☒ **SBE Price Preference For Single Trade Construction**

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

☐ **M/WBE Subcontracting Goal***

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

☐ **M/WBE Segmented Subcontracting Goals***

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

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

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

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

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

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

ATTACHMENT C
Include Attachment C if bid is \$200,000 or more

PROJECT NUMBER: 19352

PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

DATE: October 17, 2019

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Cedars Electro-Mechanical, Inc.
(hereinafter called "Principal"), and Frankenmuth Mutual Insurance Company
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid
Dollars, (\$ 5% of Amount Bid), (which sum is **at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Governmental Center (GCC), HVAC Replacement AHU 6N, Project Number 19352**, in the County of Palm Beach, State of Florida; and

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

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

IN WITNESS WHEREOF, the said Cedars Electro-Mechanical, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its president
Corporate Secretary, and attested by its Corporate Secretary under
the corporate seal, and the said Frankenmuth Mutual Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its attorney-in-fact
17th, and attested by its corporate Seal, this day of October, A.D., 20 19

ATTEST:

(SEAL)



Cedars Electro-Mechanical, Inc.

(Contractor Name)

IBRAHIM CHALHOUB
Print Name

By: Debra L. Chalhouh
(Signature)

TITLE: Secretary

Print Name: Debra L. Chalhouh

ATTEST:

(SEAL)

As per attached power of attorney

Frankenmuth Mutual Insurance Company

(Surety Name)

Print Name

By: 

(Signature)

Warren M. Alter, Attorney-in-Fact

TITLE: _____

Print Name:

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.


Frankenmuth Mutual Insurance Company

By 
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

(Seal)

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 17th day of October, 2019.


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



Reappears With Heat

ATTACHMENT D
PROJECT REQUIREMENTS
Annual Contract - HVAC

Contact: Altwon Webster, Capital Improvements Division
Phone: (561) 233-0292
Project Title: Governmental Center (GCC), HVAC Replacement AHU 6N
Project #: 19352
Project Location: 301 N. Olive Avenue, West Palm Beach, Florida.

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, 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 the hours of 5:00 pm to 10:00 pm on Friday and 7:00 am to 7:00 pm, on weekends.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within ninety (90) days of permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 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, to include if required any building heat load calculations.

2. SCOPE OF WORK

- a. Remove the existing Air Handler Unit 3 / 6N. Any wall demo, if necessary, will be determined at the pre-bid meeting and the responsibility of the contractor. Replace with Trane, or PBC approved equal, using the specifications described in Exhibit "1".

- b. The new specified unit is shorter and narrower than the existing unit, and may allow for removal of the 16" tall piers that support the existing unit. The existing VFD will be replaced with a new, like kind, 20hp drive based on the three 7.5 hp motor configuration.
- c. Duct cleaning shall be included for this system. Duct cleaning of the first 10' of supply duct or to turning vanes if inside first 10'.
- d. Replace all actuators, valves and temperature gauges with new.
- e. Replace fresh air dampers.
- f. DDC Controls:
 - 1. Demo existing pneumatics to control valve and AHU damper actuator.
 - 2. New Control Panel with new Siemens PXCM and expander modules.
Remove existing panel and replace with new enclosure and back plane.
Reuse existing 120volt circuit.
 - 3. Replace Supply and Return, Air Duct
 - 4. Replace Return Air Humidity Sensor (New)
 - 5. Replace Return Air CO2 Sensor (New)
 - 6. Replace 1-Filter DP sensor
 - 7. Reuse Supply Air Static Pressure Sensor
 - 8. New Chilled Water Control Valve
 - 9. Water detection device (Reuse existing)
 - 10. Replace OA air damper actuators with 24vac electric type.
 - 11. Replace CHW Return temperature sensor
 - 12. Verify all operations of AHU and AHU Smoke sequence.
 - 13. Reuse existing pneumatic control panel. Verify all devices are operational.
 - 14. New Conduit and wire for new unit devices. Reuse existing conduit and wire where able.
 - 15. Update system graphics with any changes.

3. **PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Trane and Siemens; substitutions require owners' prior written approval. Provide, to the Project Manager, all equipment and material cut sheets and manufacturer's project data for all equipment and components for acceptance by the County prior to ordering.

4. SUBMITTALS

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

5. EXISTING EQUIPMENT

- a. Contractor shall be responsible for storage of all old equipment, loading, delivery and off-loading such equipment to Palm Beach County's Fixed Asset Division at 2455 Vista Parkway, WPB, FL. Palm Beach County Fixed Asset Divisions only accepts equipment one day per month.
- b. 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.
- c. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- 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 FBC, NEC and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

12. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Compressors shall have a five (5) year warranty.

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: ☒ Critical Facilities Background Check
☐ CJI Facilities Background Check
☐ No Background Check

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

PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

PROJECT NUMBER: 19352

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: September 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 one (1) page.

CHANGE TO INVITATION FOR QUOTE/BID ANNUAL CONTRACT

1. Change *Mandatory Pre-Bid Meeting* from "11:00 am on September 3, 2019" to read "11:00 am on September 24, 2019".

CHANGE TO BID/QUOTATION FORM:

2. Change bid due date from "October 3, 2019 by 2:00 PM" to read "October 17, 2019 by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT: 

END OF ADDENDUM

ADD1-1

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

PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

PROJECT NUMBER: 19352

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: October 15, 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 one (1) page.

CHANGE TO ATTACHMENT C

1. Delete the Attachment C and replace with the revised Attachment C to show the correct project name and project number in the Bid Bond language.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

Saba L. Chalhoub

END OF ADDENDUM

ADD2-1

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

PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

PROJECT NUMBER: 19352

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: October 16, 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 one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "October 17, 2019 by 2:00 PM" to read "October 31, 2019 by 2:00 PM"

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), 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:

Steven R. Chalko

END OF ADDENDUM

ADD3-1

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

PROJECT NAME: Governmental Center (GCC), HVAC Replacement AHU 6N

PROJECT NUMBER: 19352

ADDENDUM NUMBER: FOUR

DATE OF ISSUANCE: October 30, 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 one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "October 31, 2019 by 2:00 PM" to read "November 21, 2019 by 2:00 PM"

IT IS REQUIRED THAT THIS ADDENDUM NO. FOUR (4), 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:

Scheer & Chalhoub

END OF ADDENDUM

ADD4-1



www.altersurety.com

January 10, 2020

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

RE: CEDARS ELECTRO-MECHANICAL, INC.

Project: Government Center (GCC), HVAC Replacement AHU 6N, Project #19352
Bond No. SUR0002739

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

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

PUBLIC CONSTRUCTION BOND

BOND NUMBER SUR0002739

BOND AMOUNT	<u>\$224,743.00</u>
-------------	---------------------

CONTRACT AMOUNT	\$224,743.00
-----------------	--------------

CONTRACTOR'S NAME: Cedars Electro-Mechanical, Inc.

CONTRACTOR'S ADDRESS: 211 N. Federal Highway
Lake Worth, FL 33460

CONTRACTOR'S PHONE: 561-588-4088

SURETY COMPANY: Frankenmuth Mutual Insurance Company

SURETY'S ADDRESS: One Mutual Avenue
Frankenmuth, MI 48787

SURETY'S PHONE: 989-652-6121

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: Governmental Center (GCC), HVAC replacement AHU 6N

PROJECT NUMBER: 19352

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Remove existing air handler unit 6N. any wall demo. if necessary.
Replace with Trane, or PBC approved equal.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

301 N. Olive Ave., West Palm Beach

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the
amount of

Dollars (\$224,743.00)

(Two hundred twenty-four thousand seven hundred forty-three and 00/100)

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

WHEREAS,

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

Project Name: Governmental Center (GCC), HVAC replacement AHU 6N
Project No.: 19352
Project Description: Remove existing air handler unit 6, any wall demo, if necessary. Replace
with Trane, or PBC approved equal.
Project Location: 301 N. Olive Ave., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of removing existing air handler unit 3, any wall demo, if necessary, replace with Trane, or PBC equal, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

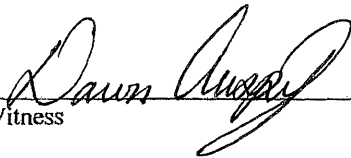
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

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

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


The provisions and limitation 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.

Witness


Witness

Cedars Electro-Mechanical, Inc.

Principal (Seal)


Title

Frankenmuth Mutual Insurance Company

Surety (Seal)


Title Warren M. Alter, Attorney-in-Fact

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

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Cedars Electro-Mechanical, Inc. and Surety
Name: Frankenmuth Mutual Insurance Company.

We the undersigned hereby guarantee that the (Governmental Center (GCC), HVAC replacement AHU 6N, Project #19352) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Cedars Electro-Mechanical, Inc.
(Contractor Name) (Seal)

By: Debra L. Chalhoub
(Contractor Signature)

Debra L. Chalhoub - president
(Print Name and Title)

Frankenmuth Mutual Insurance Company
(Surety Name) (Seal)

By: [Signature]
(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:

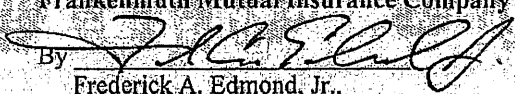
Fifty Million and 00/100 Dollars (\$50,000,000)

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.

Frankenmuth Mutual Insurance Company

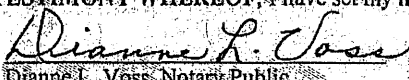
By 
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

(Seal)

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.



(Seal)

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



Reappears With Heat



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2019

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).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309		CONTACT NAME: Amanda Genneken PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446 E-MAIL ADDRESS: agenneken@bbflaud.com																									
INSURED Cedars Electro Mechanical, Inc 211 N Federal Hwy Lake Worth FL 33460		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A:</td><td>National Trust Insurance Company</td><td>NAIC #</td><td>20141</td></tr><tr><td>INSURER B:</td><td>Monroe Guaranty Insurance Company</td><td></td><td>32508</td></tr><tr><td>INSURER C:</td><td>FCCI Insurance Company</td><td></td><td>10178</td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	National Trust Insurance Company	NAIC #	20141	INSURER B:	Monroe Guaranty Insurance Company		32508	INSURER C:	FCCI Insurance Company		10178	INSURER D:				INSURER E:				INSURER F:			
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INSURER F:																											

COVERAGES CERTIFICATE NUMBER: 19/20 Master 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	GL10003316301	11/15/2019	11/15/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
Employee Benefits	\$ 1,000,000																			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10001956701	11/15/2019	11/15/2020	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10001956802	11/15/2019	11/15/2020	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000										
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
C	Equipment Floater		CM10003316401	11/15/2019	11/15/2020	<table><tr><td>Equipment</td><td>39,500</td></tr></table>	Equipment	39,500												
Equipment	39,500																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(Complete Holder Name:PBC Board of County Commissioners C/O Capital Improvements)
RE: Project # 19601 Project Name:Annual HVAC Contract
Palm Beach County Board Of County Commissoioners, a political subdivision of the state of florida,its officers,employees and agents are additional insured with respect to General Liability if required by written contract.

CERTIFICATE HOLDER PBC Board of County Commissioners C/O Capital 2633 Vista Parkway West Palm Beach FL 33411	CANCELLATION 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
---	--

Attachment 3

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/2/19

REQUESTED BY: Altwon Webster

PHONE: 233-0292

PROJECT TITLE: Governmental Center (GCC) HVAC replacement AHU 6N
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$224,743.00

BCC RESOLUTION#:

eFDO #: 2017-029019

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 301 N. Olive Ave., West Palm Beach

BUILDING NUMBER: 20

DESCRIPTION OF WORK/SERVICE LOCATION: Government Center

PROJECT/W.O. NUMBER: 19352

CONSULTANT/CONTRACTOR: Cedars Electro-Mechanical, Inc.

(HVAC)

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove existing air handler unit 3 / 6N, any wall demo, if necessary. Replace with Trane, or PBC approved equal per Attachment D and Addendums 1, 2, 3 and 4.

eFDO 2017-029017-001

CONSTRUCTION	\$224,743.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 22,474.30
TOTAL	\$247,217.30

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: See below DEPT: UNIT: OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- ☒ Ad Valorem (Amount \$ _____) ☐ Infrastructure Sales Tax (Amount \$ _____)
☐ State (source/type: _____ Amount \$ _____) ☐ Federal (source/type: _____ Amount \$ _____)
☐ Grant (source/type: _____ Amount \$ _____) ☐ Impact Fees: (Amount \$ _____)
☐ Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY: _____

DATE 12/13/19

ENCUMBRANCE NUMBER:


3804-411-B627-0072-4907-\$140,000.00
3804-411-B576-0002-4907-\$84,743.00

PRE-BID Mandatory
PM: Altwon Webster
ANNUAL: HVAC

BID SUMMARY

Project Name: Governmental Center (GCC), HVAC Replacement AHU 6N							
Project No. 19352							
Bid Opening Date: Thursday, November 21, 2019							
CONTRACTOR	Cedars Electro-Mechanical, Inc.	Precision Air Systems, Inc.	E.C. Stokes Mechanical Corporation, Inc.	Farmer & Irwin Corp.	RGEN - Cool Water		
BID	\$224,743.00	\$225,362.00	\$234,633.00	\$245,000.00	DO NOT OPEN		
BID BOND	✓	✓	✓	✓			
ADDENDUMs 1 - ** ACKNOWLEDGED	✓	✓	✓	✓			
ADDENDUMs 2 ACKNOWLEDGED	✓	✓	✓	✓			
ADDENDUMs 3 ACKNOWLEDGED	✓	✓	✓	✓			
ADDENDUMs 4 ACKNOWLEDGED	✓	✓	✓	✓			
SBE SCHEDULE 1	✓	✓	✓	✓			
SBE PARTICIPATION	98.70%	1.06%	1.62%	4.54%			
SBE SCHEDULE 2	✓	✓	✓	✓			

Bid Documents opened by: 

Bids Documents recorded by: 

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



Attachment 5

PALM BEACH COUNTY			
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT			
COMPETITIVE QUOTATION COMPARISON			
Project Name: Governmental Center (GCC), HVAC Replacement AHU 6N			
Project No. 19352			
SOLICITATION DATE:		Tuesday, September 24, 2019	
QUOTATION RECEIPT DATE:		Thursday, November 21, 2019	
	Vendor	Dollar Quotation	Comments (SBE)
1	Cedars Electro-Mechanical, Inc.	\$224,743.00	98.70%
2	Precision Air Systems, Inc.	\$225,362.00	1.06%
3	E.C. Stokes Mechanical Corporation, I	\$234,633.00	1.62%
4	Farmer & Irwin Corp.	\$245,000.00	4.54%
5	RGEN - Cool Water	DO NOT OPEN	0.00%
Bid opened by: <u>Phoncaste</u> 11/21/19			
SIGNATURE		DATE	
Bid recorded by: <u>[Signature]</u> 11/21/19			
SIGNATURE		DATE	
COMMENTS:			
ESTIMATE: N/A			
THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <u>[Signature]</u>			
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <u>[Signature]</u>			
BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>Cedars Electro-Mechanical, Inc.</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.			
<u>[Signature]</u>		11/26/19	
Signature		Date	
<u>[Signature]</u>		11/27/19	
Approved		Date	

Procurement Project Implementation Group

Attachment # 6