

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

Meeting Date: November 2, 2021

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-017 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract with Cedars Electro-Mechanical, Inc. (R2020-0019) in the amount of \$290,375 for the West Detention Center (WDC) Building M (Admin) – HVAC Replacement project for a period of 60 calendar days from permit issuance.

Summary: The work consists of furnishing the labor, equipment and materials needed to remove and replace the two existing air handler units and install two new air handler units and three new condensing units. The existing equipment is 24 years old, corroded, costly to maintain, and has outlived its useful life. The new HVAC system will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 60 calendar days from permit issuance to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was last presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when at least three (3) Small Business Enterprises (SBE) are qualified under the annual contract) or an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-SBE bid for projects \$100,000 or greater. Since this project was over \$100,000, the SBE price preference API was applied. Cedars Electro-Mechanical, Inc. is a certified SBE and has committed to 99.57% SBE subcontracting participation on this work order. Cumulative SBE participation on the annual HVAC contract is 36.85%. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division) District 6 (LDC)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 1, 2021 and Cedars Electro-Mechanical, Inc. submitted the lowest responsive and responsible bid of the three (3) bids received. The new HVAC system will be more efficient and provide years of dependable service.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 21-017
4. Bid Summary
5. Quotation Comparison
6. Annual Contract HVAC #19601 Control Sheet

Recommended by: _____

Department Director

Date

Approved by: _____

County Administrator

Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$319,413				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$319,413	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	<u>X</u>	No	
Does this item include use of federal funds?		Yes		No	<u>X</u>

Budget Account No: Fund 3804 Dept 411 Unit B666-0040 Object 4907

CONSTRUCTION	\$290,375.00
CONTINGENCY	\$ 29,037.50
TOTAL	\$319,412.50


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


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

C. Departmental Fiscal Review: 

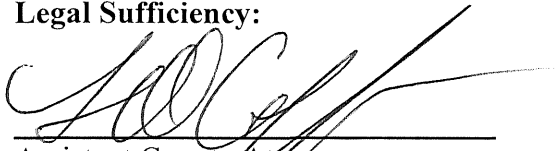
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 10/7/21
AP 10/7/21


Contract Development and Control 10/15/21
FD-15-21 (TW)

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

ATTACHMENT 1

LOCATION MAP

Project No: 2020-022800

Project Name: West Detention Center (WDC), Building M (Admin)- HVAC Replacement

Location: 38771 James Wheeler Way, Belle Glade



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/16/21 REQUESTED BY: Clark Woods PHONE: 233-2054

PROJECT TITLE: WDC Bldg M (Admin) – HVAC replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$290,375.00

eFDO #: 2020-022800

CSA or CHANGE ORDER NUMBER:

LOCATION: 38771 James Wheeler Way, Belle Glade

BUILDING NUMBER: 1098

DESCRIPTION OF WORK/SERVICE LOCATION: WDC Bldg M (Admin)

PROJECT/W.O. NUMBER: 2020-022800

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 material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace two air handler units and three condensing units.

CONSTRUCTION	\$290,375.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 7,200.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 29,037.50
TOTAL	\$326,612.50 319,412.50

* 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: 3804 DEPT: 411 UNIT: B666-0040 OBJ: 4907

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

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

Department: FD&O
BAS APPROVED BY: [Signature]
ENCUMBRANCE NUMBER: _____

DATE: 7/20/2021
[Signature]
9/15/2021

Project Name: WEST DETENTION CENTER, BLDG M (ADMIN) – HVAC
REPLACEMENT
Project No. 2020-022800

**WORK ORDER 21-017 TO CONTRACT FOR
ANNUAL HVAC
FOR
PROJECT NAME: WEST DETENTION CENTER (WDC), BLDG M (ADMIN) – HVAC
REPLACEMENT
PROJECT NO. 2020-022800**

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 1/7/20 (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 **\$290,375.00** for the construction costs of removing and replacing two air handler units and three condensing units 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 **60** 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 97.75% SBE subcontracting participation on this Contract. Contractor will provide 99.57% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
Addendum
EBO Schedules 1 and 2

Project Name: WEST DETENTION CENTER, BLDG M (ADMIN) – HVAC REPLACEMENT
Project No. 2020-022800
APIs
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

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

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

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

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

Project Name: WEST DETENTION CENTER, BLDG M (ADMIN) – HVAC
REPLACEMENT

Project No. 2020-022800

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: WEST DETENTION CENTER, BLDG M (ADMIN) – HVAC
REPLACEMENT

Project No. 2020-022800

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

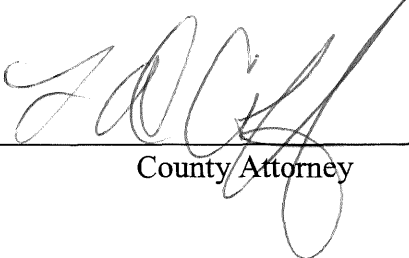
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

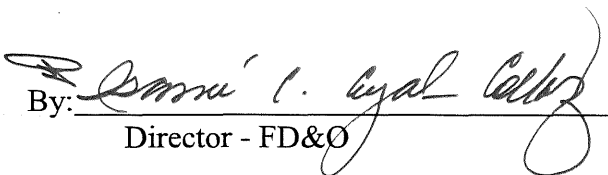
By: _____
Deputy Clerk

By: _____

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

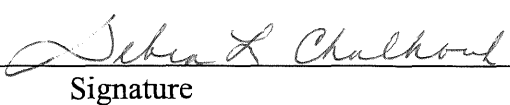
By:  _____
County Attorney

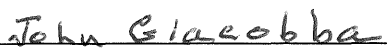
By:  _____
Director - FD&O


WITNESS: FOR CONTRACTOR
SIGNATURE

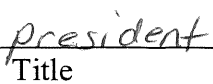
CONTRACTOR:

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)



www.altersurety.com

July 28, 2021

Palm Beach County Board of County Commissioners, FL
301 N Olive Avenue
West Palm Beach, FL 33401

RE: Cedars Electro-Mechanical, Inc.

**Project: WEST DETENTION CENTER (WDC), BLDG M (ADMIN) – HVAC
REPLACEMENT, PROJECT NO. 2020-022800, WORK
ORDER 21-017**

Bond No. SUR0004715

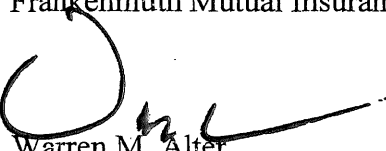
To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Palm Beach County Board of County Commissioners, FL. 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 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 SUR0004715

BOND AMOUNT \$290,375.00

CONTRACT AMOUNT \$290,375.00

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: WDC, Bldg M (Admin) – HVAC replacement

PROJECT NUMBER: 2020-022800

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

DESCRIPTION OF WORK: Remove and replace two air handler units and three condensing units.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

38771 James Wheeler Way, Belle Glade

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 (\$290,375.00)
(Two hundred ninety thousand three hundred seventy-five 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: WDC, Bldg M (Admin) – HVAC replacement
Project No.: 2020-022800
Project Description: Remove and replace two air handler units and three condensing units
Project Location: 38771 James Wheeler Way, Belle Glade

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

Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

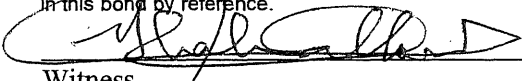
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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


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

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

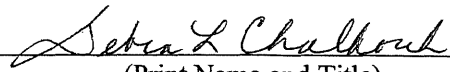
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.

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)


(Print Name and Title)

Frankenmuth Mutual Insurance Company
Surety (Seal)


(Print Name and 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.

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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

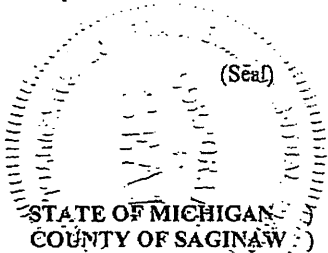
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal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

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

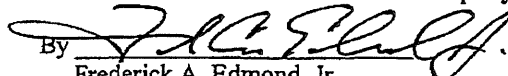
This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"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.

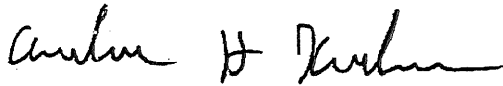
IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.


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 day of ,



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

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 (WDC, Bldg M (Admin) – HVAC replacement; #2020-022800) 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)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

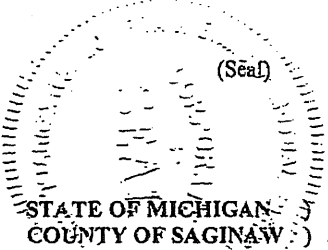
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal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

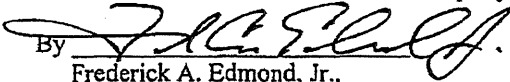
Fifty Million and 00/100 Dollars (\$50,000,000)

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."

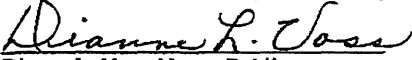
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By 
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

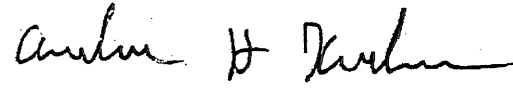
Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said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


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

PUBLIC CONSTRUCTION BOND

BOND NUMBER SUR0004715

BOND AMOUNT \$290,375.00

CONTRACT AMOUNT \$290,375.00

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: WDC, Bldg M (Admin) – HVAC replacement

PROJECT NUMBER: 2020-022800

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

DESCRIPTION OF WORK: Remove and replace two air handler units and three condensing units.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

38771 James Wheeler Way, Belle Glade

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 (\$290,375.00)
(Two hundred ninety thousand three hundred seventy-five 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: WDC, Bldg M (Admin) – HVAC replacement
Project No.: 2020-022800
Project Description: Remove and replace two air handler units and three condensing units
Project Location: 38771 James Wheler Way, Belle Glade

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

Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

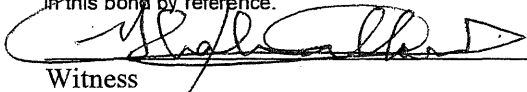
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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

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

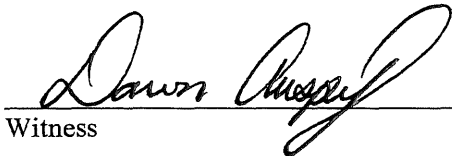
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in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

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

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.

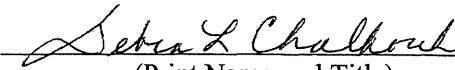


Witness



Witness

Cedars Electro-Mechanical, Inc.
Principal (Seal)



(Print Name and Title)

Frankenmuth Mutual Insurance Company
Surety (Seal)



(Print Name and 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.

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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

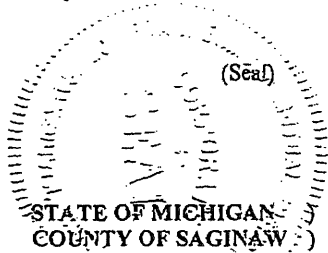
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal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

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

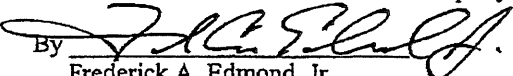
This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"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.



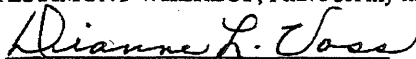
Frankenmuth Mutual Insurance Company

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, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

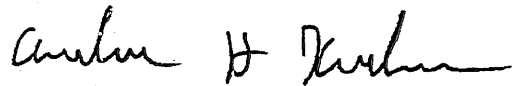
IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

 (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 ,



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

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 (WDC, Bldg M (Admin) – HVAC replacement; #2020-022800) 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)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

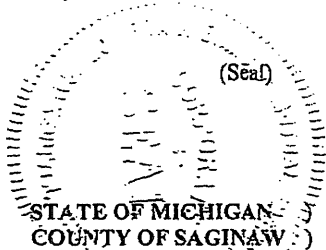
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal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

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

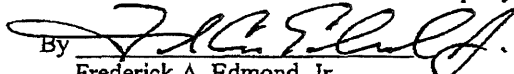
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IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



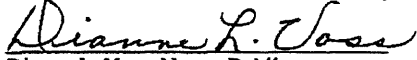
Frankenmuth Mutual Insurance Company

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 day of ,



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



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000559	Cedars Electro-Mechanical, Inc.		Compliant					19601	HVAC Annual Contract
		Ar , X	Monroe Guaranty Insurance Company	CA10001956702	11/15/2020	11/15/2021	Auto Liability		
		Ar , X	National Trust Insurance Company	UMB10001956803	11/15/2020	11/15/2021	Excess Liability		
		Ar , X	National Trust Insurance Company	GL10003316302	11/15/2020	11/15/2021	General Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC3950578	3/1/2021	3/1/2022	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

REVISED

BID FORM

PROJECT NUMBER: 2020-022800

PROJECT NAME: WDC, Bldg. M (Admin) – HVAC Replacement

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

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) Bid Security. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. QUOTE/BID AMOUNT \$ 290,375.00

Written amount Two Hundred, Ninety Thousand, Three Hundred, Seventy Five Dollars and Zero Cents

ALTERNATE QUOTE/BID AMOUNT \$ 11,882.00
(Replacement of refrigerant lines and piping.)

Written amount Eleven Thousand, Eight Hundred, Eighty Two Dollars and Zero Cents

TOTAL QUOTE/BID AMOUNT \$ 302,257.00

Written amount Three Hundred, Two Thousand, Two Hundred, Fifty Seven Dollars and Zero Cents

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

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

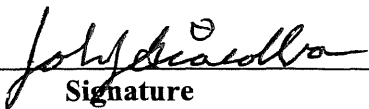
5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 01 dated 4June21 Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

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

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

QUOTE/BID PROVIDED BY: Cedars Electro-Mechanical, Inc.
Contractor Name
1 July 2021
Date 
Signature
John Giacobba, Project Manager
Print Name and Title

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

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

PROJECT NUMBER: 2020-022800

PROJECT NAME: WDC. Bldg. M (Admin) – HVAC Replacement

DATE: July 1, 2021

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 by these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **WDC, Bldg. M (Admin) – HVAC Replacement, Project Number 2020-022800**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 2020-022800

PROJECT NAME: WDC, Bldg. M (Admin) - HVAC Replacement

DATE: July 1, 2021

Cedars Electro-Mechanical, Inc.

IN WITNESS WHEREOF, the said _____
as "Principal" herein, has caused these presents to be signed in its name, by its president
_____, and attested by its 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
_____, and attested by its corporate Seal, this 23rd day of June, A.D., 20 21.

ATTEST:

(SEAL)



Cedars Electro-Mechanical, Inc.

(Contractor Name)

IBRAHIM CHALHOUB
Print Name

By: Debra L. Chalhoub
(Signature)

TITLE: SECRETARY

Print Name and Title: Debra L. Chalhoub
president

ATTEST: As per attached power of attorney

(SEAL)



Frankenmuth Mutual Insurance Company

(Surety Name)

Dawn Auspitz

Print Name

By: 

(Signature)

TITLE: Witness

Warren M. Alter, Attorney-in-Fact

Print Name and Title:

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

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

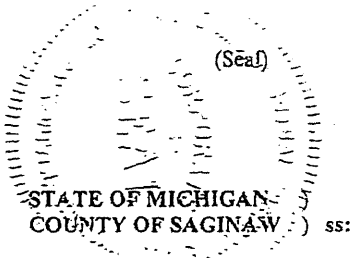
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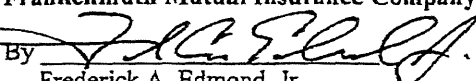
Fifty Million and 00/100 Dollars (\$50,000,000)

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."

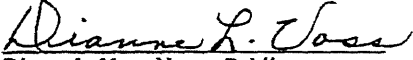
IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By 
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

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 23rd day of June, 2021


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



Frankenmuth Mutual Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Mutual Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Mutual Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Mutual Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through September 30, 2021, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Mutual Insurance Company, by its Attorney-in-Fact, Frankenmuth Mutual Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 23rd day of June 2021



Frankenmuth Mutual Insurance Company

Sign: 

Attorney-in-fact

Warren M. Alter

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: WDC, Bldg. M (Admin) – HVAC Replacement
NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, Inc.
CONTACT PERSON: John Giacobba, Project Manager
SOLICITATION OPENING/SUBMITTAL DATE: 01 June 2021

SOLICITATION/PROJECT/BID No.: 2020-022800
ADDRESS: 211 N. Federal Hwy. Lake Worth Beach, FL 33460
PHONE NO.: 561-588-4088 E-MAIL: johnng@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	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. ^{Prime} Cedars Electro-Mechanical, Inc 211 N. Federal Hwy Lake Worth Beach, FL 33460	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$268,877.00	_____	_____
2. ^{Subcontractor(s) if any:} Godfrey Electric Inc 1222 Omar Rd. West Palm Beach, FL 33405	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$20,248.00	_____
3. Richard Flanders Enterprises, Inc 1746 E. Silver Star Road, Suite #343 Ocoee, FL 34761	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$1,250.00	_____
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)						\$268,877.00	\$21,498.00	_____
Total Bid Price \$ <u>\$290,375</u>				Total SBE - M/WBE Participation <u>100%</u>				

I hereby certify that the above information is accurate to the best of my knowledge: John Giacobba Signature
Project Manager Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2020-022800
SOLICITATION/PROJECT NAME: WDC, Bldg. M (Admin) – HVAC Replacement
Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor:

(Check box(s) that apply)
☒ SBE ☒ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

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

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – ~~S/M/WBE Primes must document all work to be performed by their own work force on this form.~~ Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Mechanical				

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: 
Authorized Signature
John Giacobba
Print Name

Project Manager
Title
Date: 1 July 2021

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: 2020-022800

SOLICITATION/PROJECT NAME: WDC, Bldg. M (Admin) – HVAC Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc.

Subcontractor: Godfrey Electric

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 4/14/22

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

Column 1

☒ Male ☐ Female

Column 2

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

Column 3

☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Electrical				100%

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: John Giacobba
Authorized Signature
John Giacobba

Print Name

Project Manager

Title

Date: 1 July 2021

Godfrey Electric

Print Name of Subcontractor/subconsultant

By: Albert A. Godfrey
Authorized Signature
Albert A. Godfrey

Print Name

President

Title

Date: 6/28/21

Revised 09/17/2019

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: 2020-022800
SOLICITATION/PROJECT NAME: WDC, Bldg. M (Admin) – HVAC Replacement
Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Richared Flanders Enterprises, Inc.

(Check box(s) that apply)
☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

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

Column 1 Column 2 Column 3
☐ Male ☒ Female ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Supplier
☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Test & Balance HVAC systems				\$1,250.00/ 100%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Cedars Electro-Mechanical, Inc.
Print Name of Prime
By: John Giacobba
Authorized Signature
John Giacobba
Print Name
Project Manager
Title
Date: 1 June 2021

Richard Flanders Enterprises, inc.
Print Name of Subcontractor/subconsultant
By: Adriana Hincapie
Authorized Signature
Adriana Hincapie
Print Name
Bid Project Coordinator
Title
Date: 1 June 2021

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

PROJECT NAME: WDC, Bldg M (Admin) – HVAC Replacement

PROJECT NUMBER: 2020-022800

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: June 4, 2021

TO: Prospective Bidders

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

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

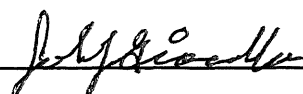
CHANGE TO INVITATION FOR QUOTE/BID

1. Delete and replace with the Bid Form with the attached Revised Bid Form.

CHANGE TO IFQ/B ATTACHMENT C

1. **2. SCOPE OF WORK**, delete item "i" and replace with the following:
 - i. Contractor to pressure test all refrigerant lines and piping to AHU-2 and CU-2A/CU-2B.
2. **2. SCOPE OF WORK**, delete item "t" in its entirety.
3. **2. SCOPE OF WORK**, delete item "u" and replace with the following:
 - u. Ground mounted units shall be installed on concrete pads with unit spacer. (Ground condenser slabs shall be level.)
4. **2. SCOPE OF WORK**, insert item "w" with the following:
 - w. Contractor to provide an alternate bid to replace all refrigerant lines and piping to AHU-2 and CU-2A/CU-2B in the event the Contractor is unable to obtain a passing pressure test.

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:  1 July 21

END OF ADDENDUM

ADD1-1

Cedars

Electro-Mechanical, Inc.



July 1, 2021

To Whom it may concern;

This letter is to authorize Mr. John Giacobba to sign and execute official documents on behalf of Cedars Electro-Mechanical, Inc.

Should you have any question or concern, do not hesitate to call our office on the number below.

Thank you for your cooperation and acceptance.

Sincerely;

A handwritten signature in black ink, appearing to read "Ibrahim H. Chalhoub", written over a horizontal line.

Ibrahim H. Chalhoub
Secretary

211 N. Federal Highway • Lake Worth Beach, FL 33460-5854 • 561-588-4088 • Fax 588-4087
www.cedarsinc.com • debrac@cedarsinc.com

CVC56755 • CGC 058543 • CMC 053774 • CGC 1522615

ATTACHMENT "A"
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing,
Roofing)**

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION
PROCUREMENT**

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

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

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or 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.

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

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

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

Contact: Clark Woods, Capital Improvements Division
Phone: (561) 233-2054
Project Title: WDC, Bldg. M (Admin) – HVAC Replacement
Project #: 2020-022800
Project Location: 38811 James Wheeler Way, Belle Glade, FL

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 7:30 am to 3:30 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within sixty (60) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. 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. Turnkey project to remove and replace two (2) air handler units and three (3) condensing units as listed below per Exhibit "1" and Exhibit "2" with system manufactured by Trane, or PBC approved equal.
 1. AHU-1
 2. AHU-2
 3. CU-1
 4. CU-2A
 5. CU-2B

- b. Remove existing unit and properly dispose of according to local guidelines.
- c. Furnish and install individual equipment surge protection.
- d. Replace the existing electrical disconnect, connectors, sealtite conduit and wire from the disconnect to the unit with new equipment/materials..
- e. Coat all evaporator coils with Luvata Insitu Coil Coating or PBC approved equal.
- f. Contractor shall use virgin 410A refrigerant, check for proper charge and leak check refrigerant system. Contractor shall confirm all refrigerant line sizes for new 410A equipment.
- g. Remove all R-22 Refrigerant and flush all remaining refrigerant lines to accommodate the new R-410A Refrigerant.
- h. Provide all necessary piping, electrical, control wiring and refrigerant lines to make the system fully operational per manufacturer's specifications.
- i. Provide new refrigerant lines and piping to AHU-2 and CU-2A/CU-2B.
- j. Install new liquid and suction line driers, with shell cores.
- k. Install new liquid & suction line isolation valves, before and after drier cores, to accommodate core removal.
- l. Install liquid line sight glasses on both stages.
- m. Ensure all drain lines are clear and fully operational.
- n. All penetrations shall be sealed and patched to meet code requirements.
- o. Document system pressures and running load amps.
- p. Where Refrigerant insulation is exposed outside, it shall be painted with two coats of paint, containing UV inhibitors, and in accordance with the insulation manufacturer's recommendations.
- q. Provide Neoprene pads under AHU with internal isolators.
- r. Add refrigerant line supports wherever needed to keep lines stable and off of ground level.
- s. Perform a 30 inch of mercury evacuation of refrigerant lines by use of a vacuum pump and maintain 30 inch of mercury standing vacuum for one (1) hour after new filter cores are installed.
- t. Provide Condensing unit stands: (Aluminum only)
- u. Ground mounted units shall be installed on concrete pads with unit stands/spacer. (Ground condenser slabs shall be level.)
- v. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Project Manager present.

3. PRODUCT INFORMATION

Design basis for all equipment specified in this contract is manufactured by Trane; 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. Provide, on company letterhead, the make, model and serial number of each piece of equipment to be disposed of, stating said equipment has been disposed of in the proper manner. Pictures of the equipment shall be included with the letter along with a record of any PBC asset numbers.
- b. The FMD representative shall use the contractor provided information to complete the PBC asset disposal forms.

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- 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



PRE-BID
PM:
ANNUAL:
API:

Mandatory
Clark Woods
HVAC
Price Preference

BID SUMMARY

Project Name:	WDC, Bldg. M (Admin) – HVAC Replacement							
Project Number:	2020-022800							
Bid Opening Date:	07/01/21							
CONTRACTOR	Cedars Electro-Mechanical, Inc.	Florida Mechanical LLC	The Airtex Corporation					
Local Bidder	Local	Local	Local					
Prime S/M/WBE	SBE	Non-SBE	SBE					
BASE BID	\$290,375.00	\$306,274.00	\$331,900.00					
ALTERNATE <small>(Replacement of refrigerant lines and piping.)</small>	\$11,882.00	\$12,250.00	\$25,600.00					
TOTAL QUOTE/BID	\$302,257.00	\$318,524.00	\$357,500.00					
BID BOND	Yes	Yes	Yes					
ADDENDUMs 1 - ACKNOWLEDGED	✓	✓	✓					
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory	Satisfactory					
SBE PARTICIPATION	99.58%	0.00%	94.30%					
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Satisfactory					
COMMENTS:								

Bid Documents opened by:  

Bids Documents recorded by:  

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

PALM BEACH COUNTY			
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT			
COMPETITIVE QUOTATION COMPARISON			
Project Name: WDC, Bldg. M (Admin) – HVAC Replacement			
Project Number: 2020-022800			
SOLICITATION DATE:		Tuesday, May 25, 2021	
QUOTATION RECEIPT DATE:		Thursday, July 1, 2021	
	Vendor	Dollar Quotation	Comments (SBE)
1	Cedars Electro-Mechanical, Inc.	\$290,375.00	99.58%
2	Florida Mechanical LLC	\$306,274.00	0.00%
3	The Airtex Corporation	\$331,900.00	94.30%
Bid opened by: <u>Phan Cao</u> <u>7/7/21</u> Bid recorded by: <u>[Signature]</u> <u>7/6/21</u>			
SIGNATURE DATE SIGNATURE DATE			
COMMENTS:			
ESTIMATE: N/A			
THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <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>Charles Phan</u>		<u>7.7.2021</u>	
Signature		Date	
<u>[Signature]</u>		<u>7.9.2021</u>	
Approved		Date	

Procurement Project Implementation Group

ATTACHMENT 6