

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 23, 2022

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Work Order No. 22-014 to the annual heating, ventilation and air conditioning (HVAC) contract with Cedars Electro-Mechanical, Inc. (Contractor) (R2020-0019) for the Palm Beach Sheriff Office (PBSO), Motor Pool – Chiller and Make-Up Air Replacement project in the amount of \$519,775 for a period of 60 calendar days from equipment delivery.

Summary: On January 7, 2020, the Board of County Commissioners (Board) approved the annual contract with the Contractor for HVAC services related to system and component installations, upgrades, replacements, modifications and repairs on an as needed basis. The existing chiller is more than 24 years old, in poor condition with deteriorated coils and in need of replacement. Work Order No. 22-014 authorizes the removal and replacement of the existing chiller and make-up air units at the PBSO facility. 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 equipment delivery 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. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) sheltered market for projects less than \$100,000; or 2) 10% Small Business Enterprises (SBE) Price Preference for single-trade projects \$100,000 or greater. Since this project is over \$100,000, the applicable API is the latter. The Contractor is an SBE and committed to 95.77% SBE participation on this work order. To date, the overall SBE participation on the annual HVAC contract is 35.99%. The Contractor is a local business. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division) District 3 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on May 19, 2022 and Thermal Concepts, Inc. submitted the lowest responsive and responsible bid of the four bids received. In accordance with the Equal Business Opportunity Ordinance, the price preference API provides that a certified SBE contractor be awarded the work, when its bid is within 10% of the lowest non-small business bid. Since Cedars Electro-Mechanical, Inc. submitted a bid that was within 10% of the lowest non-small business bid, Cedars Electro-Mechanical, Inc. is recommended for the award of this project.

- Attachments:**
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. Work Order No. 22-014
 - 4. Bid Summary
 - 5. Annual Contract – HVAC #19601: Control Sheet

Recommended by:  Department Director 7/22/22 Date

Approved by:  Paul for County Administrator 8/8/22 Date

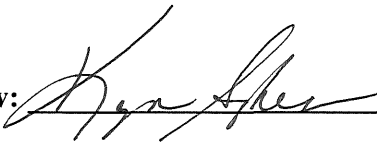
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$571,753	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$571,753	-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 B699-23 Object 4907
Fund 3804 Dept 411 Unit B722-12 Object 4907

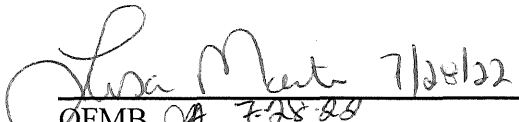
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Public Building Improvement fund.
CONSTRUCTION \$519,775.00
CONTINGENCY \$ 51,977.50
TOTAL \$571,752.50

C. Departmental Fiscal Review: 

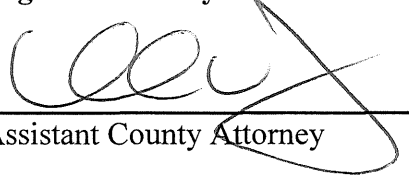
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/28/22
OFMB QA 7-28-22
ESW 7/28/2022

 8/5/22
Contract Development and Control

B. Legal Sufficiency:

 8/5/22
Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2021-017550

Project Name: Palm Beach Sheriff Office (PBSO), Motor Pool Chiller and Make-up Replacement

Location: 3350 Gun Club Road, West Palm Beach



ATTACHMENT # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/9/22 REQUESTED BY: Nick Chimienti PHONE:233-0222

PROJECT TITLE: PBSO Motor Pool – chiller and make-up air replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#: _____
DATE: _____

REQUESTED AMOUNT: \$519,775.00

eFDO #: 2021-017550

CSA or CHANGE ORDER NUMBER: _____

LOCATION: 3350 Gun Club Rd., West Palm Beach

BUILDING NUMBER: 1251

MO
6/14/22

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO Motor Pool

PROJECT/WrO. NUMBER: 2021-017550

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 and properly dispose of existing chiller and make up air units and provide and install new chiller and make up air unit.

CONSTRUCTION	\$519,775.00		3804-411-B699-23-4907	-\$397,086.00
PROFESSIONAL SERVICES	\$ NA		3804-411-B722-12-4907	-\$122,689.00
STAFF COSTS*	\$ 10,400.00 \$0 KS			plus contingency
EQUIP. / SUPPLIES/PERMITS	\$ NA			
CONTINGENCY	\$ 51,977.50			
TOTAL	\$582,152.50	\$571,752.50		

* 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: See above 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 \$ _____) **J** Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: FD&O

BAS **APPROVED** BY: Karyn Sykes DATE: _____

ENCUMBRANCE NUMBER: _____

**WORK ORDER 22-014 TO
ANNUAL CONTRACT R2020-0019
FOR HVAC
PALM BEACH SHERIFF OFFICE (PBSO), MOTOR POOL – CHILLER AND MAKE-
UP AIR REPLACEMENT
PROJECT NO. 2021-017550**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and Cedars Electro-Mechanical, Inc., a corporation authorized to do business in the State of Florida, whose Federal ID# is 65-0213904 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 and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$519,775.00** for the construction costs of removing and properly disposing of existing chiller and make-up air units and providing and installing a new chiller and make-up air unit 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 equipment delivery. 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 79.46% SBE subcontracting participation on this Contract. Contractor will provide 95.77% 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
- Addenda 1 & 2
- 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:

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

The following General Condition is added to the General Conditions:

GC 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 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: PBSO, Motor Pool – chiller and make-up air replacement

Project No. 2021-017550

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

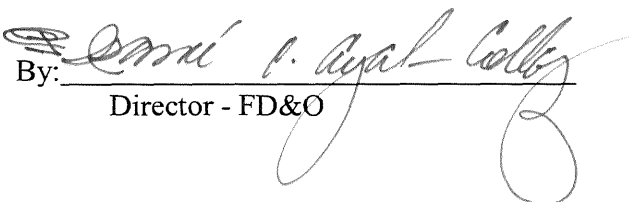
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: PBSO, Motor Pool – chiller and make-up air replacement
Project No. 2021-017550

WITNESS: FOR CONTRACTOR
SIGNATURE

Angela Dumm
Signature

Angela Dumm
Name (type or print)

CONTRACTOR: Cedars Electro-Mech. Inc

Debra L. Chalhoub
Signature

Debra L. Chalhoub
Name (type or print)

president
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2021-017550

PROJECT NAME: PBSO, Motor Pool - Chiller and Make-up Air 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. TOTAL QUOTE/BID AMOUNT \$ 519,775

Written amount Five hundred nineteen thousand seven hundred seventy five dollars

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

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

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

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

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

Addendum # 1 dated 3/28/2022 Addendum# _____ dated _____
Addendum # 2 dated 5/3/2022 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

5-19-2022
Date

Debra L. Chalhoub
Signature

Debra L. Chalhoub - president
Print Name and Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBSO, Motor Pool - Chiller and Make-up Air Replacement
SOLICITATION/PROJECT/BID No.: 2021-017550

NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, Inc.
ADDRESS: 211 N. Federal Highway, Lake Worth, Florida 33460

CONTACT PERSON: Debra Chalhoub, President
PHONE NO.: 561-588-4088 **E-MAIL:** debrac@cedarsinc.com

SOLICITATION OPENING/SUBMITTAL DATE: 5/19/2022
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. <small>Prime:</small> <u>Cedars Electro-Mechanical</u> <u>211 N. Fed. Hwy.</u> <u>Lake Worth Beach, FL</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<u>93.37%</u>	_____	_____
2. <small>Subcontractor(s) if any:</small> <u>Godfrey Electric, Inc</u> <u>1222 Omar Rd.</u> <u>West Palm Beach, FL 33405</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>2.4%</u>	_____
3. <u>Unlimited Ductwork</u> <u>17298 NW 88th Place</u> <u>Hialeah, FL 33018</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	<u>4.23%</u>	_____	_____	_____
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 _____ 4.23% 93.37% 2.4% _____

Total Bid Price \$ 519,775
Total SBE - M/WBE Participation 95.77%

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

Signature Title

Note:

- 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.
- 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.

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: 2021-017550
 SOLICITATION/PROJECT NAME: PBSO, Motor Pool - Chiller and Make-up Air 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): 6/15/2020

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 type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> 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
	<i>mechanical HVAC</i>				<i>93.37%</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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.

Print Name of Prime

By: *Debra Chalhouh*
 Authorized Signature

Debra Chalhouh, Inc.

Print Name

President

Title

Date: 5-19-2022

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: 2021-017550
 SOLICITATION/PROJECT NAME: PBSO, Motor Pool - Chiller and Make-up Air Replacement

Prime Contractor: Cedars Electro-Mechanical 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): 4/15/25

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	<i>electric</i>				<i>2.4%</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.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc
 Print Name of Prime

By: Debra L. Chalhoub
 Authorized Signature

Debra L. Chalhoub
 Print Name

president
 Title

Date: 5/19/2022

Godfrey Electric
 Print Name of Subcontractor/subconsultant

By: Albert A. Godfrey
 Authorized Signature

Albert A. Godfrey
 Print Name

President
 Title

Date: 5/16/22

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: 2021-017550

SOLICITATION/PROJECT NAME: PBSO, Motor Pool - Chiller and Make-up Air Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Unlimited Ductwork & HVAC Corp.

(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 checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input checked="" 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
	insulation				4.23%

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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro Mechanical, Inc
 Print Name of Prime

By: Debra L. Chalhoub
 Authorized Signature

Debra L. Chalhoub
 Print Name

president
 Title

Date: 5-19-2022

Unlimited Ductwork & HVAC Corp.
 Print Name of Subcontractor/subconsultant

By: carlos romero
 Authorized Signature

Carlos Romero
 Print Name

General Manager
 Title

Date: 05-19-2022

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

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

The API(s) approved for this project are selected below by . 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 B
Include Attachment B if bid is \$200,000 or more

PROJECT NUMBER: 2021-017550

PROJECT NAME: PBSO, Motor Pool - Chiller and Make-up Air Replacement

DATE: May 5, 2022

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: **PBSO, Motor Pool - Chiller and Make-up Air Replacement, Project Number 2021-017550**, 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.

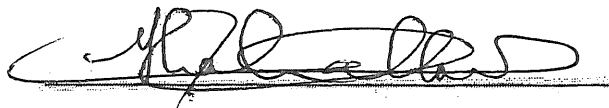
PROJECT NUMBER: 2021-017550

PROJECT NAME: PBSO Motor Pool - Chiller and Make-up Air Replacement

DATE: May 5, 2022

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
_____, 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
_____, and attested by its corporate Seal, this 27th day of April, A.D., 20 22.

ATTEST: (SEAL)



Cedars Electro-Mechanical, Inc.
(Contractor Name)

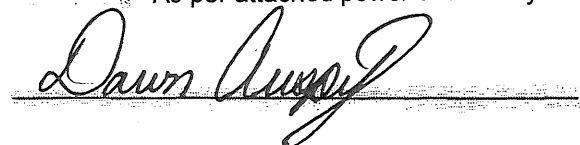
IBRAHIM CHALHOUB
Print Name

By: Debra L Chalhouh
(Signature)

TITLE: SECRETARY


Print Name and Title: Debra L. Chalhouh
president

ATTEST: As per attached power of attorney (SEAL)



Frankenmuth Mutual Insurance Company
(Surety Name)

Dawn Auspitz
Print Name

By: 
(Signature)

TITLE: Witness

Print Name and Title: Warren M. Alter, Attorney-in-Fact

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

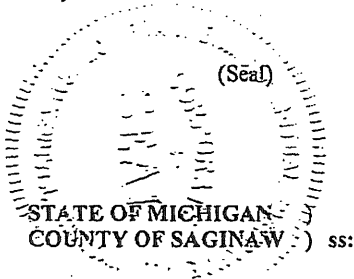
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal 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.

Dianne L. Voss (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 27th day of April, 2022

Andrew H. Knudsen (Signature)
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

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

PROJECT NAME: Motor Pool - Chiller Replacement

PROJECT NUMBER: 2021-017550

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 03/28/2022

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 IFQ/BID

1. Add Exhibit "2"

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: *Seben L Chalhoub*

END OF ADDENDUM

ADD1-1

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

PROJECT NAME: PBSO, Motor Pool - Chiller and Make-Up Air Replacement

PROJECT NUMBER: 2021-017550

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 05/03/2022

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:

1. Change bid due date from "May 5, 2022 by 2:00 PM" to read "**May 19, 2022 by 2:00 PM.**"
2. **Include Additional Non-Mandatory Site Visit:**

There will be an additional *non-mandatory* site visit at the Criminal Justice Complex (meet at Chiller Yard), located at 3350 Gun Club Road, West Palm Beach, FL at **10:00 AM on May 10, 2022**. The purpose of this additional site visit will be to gain access for measurements/information for the project described in the Invitation for Quote/Bid. **The work is to be done under the terms and conditions of Palm Beach County's Annual Contract – HVAC as supplemented by this Invitation for Quote/Bid.**

CHANGE TO IFQ/B ATTACHMENT C PROJECT REQUIREMENTS:

2. **SCOPE OF WORK**, delete in its entirety and replace both "e" and "f" with the following:
 - e. Replace all accessories in the chiller yard to include, but not be limited to, new combination disconnect motor starters for chilled water pumps, air separator, expansion tank, make-up water regulator, all valves, checks, air vents, strainers, etc. Interconnecting piping shall be modified as needed and insulated with new aluminum jacketed foam glass in the same manner as existing. All insulation shall be replaced within the yard from the chiller to exterior wall penetration.

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:

Seben & Chalkout

END OF ADDENDUM

Addendum Two
Page 1 of 1

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

Contact: Nick Chimienti, Capital Improvements Division
Phone: (561) 233-0222
Project Title: PBSO, Motor Pool - Chiller and Make-up Air Replacement
Project #: 2021-017550
Project Location: 3350 Gun Club Rd, West Palm Beach, 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 outside the hours of 7:30 am to 4:00 pm, Monday through Friday. Refer to Section 8., Project Conditions for detail.
- 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 equipment delivery. 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. Contractor to remove and properly dispose of existing Chiller and Make-Up Air units according to local guidelines.
- b. Contractor to provide and install a new, Trane Air Cooled Chiller and Trane Make-Up Air Unit, or PBC approved equal, as per Exhibit "1" and "2".
- c. The MUA shall include stand-alone controls interface and devices, a new 3-way cooling valve, new rooftop intake with double-walled sheet metal ductwork to the unit.

- d. Modify existing chilled water piping to include full-size temporary cooling taps and provide a temporary chiller as needed to prevent disruption of service.
- e. Replace all accessories in the chiller yard to include but not limited to new combination disconnect motor starters for chilled water pumps.
- f. Air separator, expansion tank, Make-Up water regulator, all valves, checks, air vents, strainers, etc. interconnecting piping shall be modified as needed and insulated with new aluminum jacketed foam glass in the same manner as existing from the chiller to exterior wall penetration.
- g. Upon completion contractor shall verify the system is operating as per the designed sequence of operation.
- h. Furnish and install new chilled water pumps and motors.
- i. Replace the existing electrical disconnect/ starters, connectors, Sealtite conduit, or PBC approved equal, and wire from disconnect to the pump motors.
- j. Furnish and install new serviceable insulated pump housings.
- k. Reattach the existing lightning protection system.
- l. Replace the Make-up Air ductwork from the unit to the roof penetration with double-walled stainless steel and include new intake on the roof top in aluminum or stainless.
- m. Furnish and install new chilled water control valve for MUA.
- n. Furnish and install new overflow protection device for MUA.
- o. All penetrations shall be sealed and patched to meet code requirements.
- p. Test, remove, reinstall and retest the fire alarm devices, when applicable.
- q. Ensure all drain lines are clear and operational.
- r. Connect MUA to control devices and stand-alone interface.
- s. Mount stand-alone controls interface in the mechanical room.
- t. Document system pressures and running load amps or provide manufacturers start-up logs.
- u. 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.
- v. Provide Neoprene pads under AHU with internal isolators or PBC approved equal for vibration mitigation.

- w. Add line supports wherever needed to keep lines stable and off of ground level.
- x. Systems 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

- a. 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 area will be scheduled on what day.
- b. 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.
- c. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.
- d. The chiller must be changed out over a weekend from close of business Friday at 5:00 PM and operational prior to Monday at 8:00 AM in order to prevent disruption of service and operations. The Make-Up Air Unit, controls, and accessories can be changed simultaneously or during normal business hours as long as it will not interfere with normal operation at the facility.

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

Refer to exhibit "1" for warranty requirements.

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

If Contractor's employees or subcontractors' employees are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274, those employees shall undergo a criminal history record check in order to be granted access pursuant to the latest version of Chapter 2, Article IX of the Palm Beach County Code. In addition, for access to a Palm Beach County Sheriff's Office facility, an additional criminal history records check will be required.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDEL/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

All contractor and sub-contractor employees will be required to attend a three (3) hour "Working among the Inmates" class given by PBSO Corrections personnel prior to working in the inmate housing area.

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.



ALTER
SURETY GROUP

www.altersurety.com

June 22, 2022

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: Cedars Electro-Mechanical, Inc.
Project: 2021-017550, PBSO, Motor Pool - Chiller and Make-up Air Replacement
Bond No. S7A2SU0000058

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. Please note that we have not dated the bonds, Form of Guarantee 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), Form of Guarantee 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,
American Alternative Insurance Corporation

Warren M. Alter,
Attorney-in-Fact

PUBLIC CONSTRUCTION BOND

BOND NUMBER S7A2SU0000058

BOND AMOUNT \$519,775.00

CONTRACT AMOUNT \$519,775.00

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

CONTRACTOR'S ADDRESS: 211 North Federal Highway, Lake Worth Beach, FL 33460

CONTRACTOR'S PHONE: 561-588-4088

SURETY COMPANY: American Alternative Insurance Corporation

SURETY'S ADDRESS: 555 College Road East - P.O. Box 5241
Princeton, NJ 08543

SURETY'S PHONE: 609-243-4200

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: PBSO Motor Pool - chiller and make-up air replacement

PROJECT NUMBER: 2021-017550

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

DESCRIPTION OF WORK: Remove and properly dispose of existing chiller and make-up air units
and provide and install new chiller and make-up air unit.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
3350 Gun Club Rd., 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 \$519,775.00
Five hundred nineteen thousand seven 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: PBSO, Motor Pool – chiller and make-up air replacement
Project No.: 2021-017550
Project Description: Remove and properly dispose of existing chiller and make-up air units and provide and install new chiller and make-up air unit
Project Location: 3350 Gun Club Rd., 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 and properly disposing of existing chiller and make-up air units and providing and installing new chiller and make-up air unit, 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.

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.

Page 2 of 3

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__.

Angela Dunn
Witness

Cedars Electro-Mechanical, Inc.
Principal (Seal)

Sebastian Chalhoust
(Print Name and Title)

Dawn [Signature]
Witness

American Alternative Insurance Corporation
Surety (Seal)

[Signature]
(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

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Cedars Electro-Mechanical, Inc. and Surety
Name: American Alternative Insurance Corporation

We the undersigned hereby guarantee that the (PBSO, Motor Pool – chiller and make-up air replacement; #2021-017550) 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)

American Alternative Insurance Corporation
(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

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Warren M. Alter; David T. Satine; and Jonathan A. Bursevich

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jilian Sanfilippo
Jilian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this _____ day of _____, 20____.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 10:01:01)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2021

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 E-MAIL ADDRESS: agenneken@bbflaud.com FAX (A/C, No): (954) 776-4446	
INSURED Cedars Electro Mechanical, Inc 211 N Federal Hwy Lake Worth FL 33460		INSURER(S) AFFORDING COVERAGE INSURER A: National Trust Insurance Company NAIC # 20141 INSURER B: Monroe Guaranty Insurance Company 32506 INSURER C: FCCI Insurance Company 10178 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 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	ADDL INSD	SUBR WVD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	GL10003316303	11/15/2021	11/15/2022	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 type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA10001956703	11/15/2021	11/15/2022	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 type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			UMB10001956804	11/15/2021	11/15/2022	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 -		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Equipment Floater			CM10003316403	11/15/2021	11/15/2022	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 Commissioners, 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
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2022

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 Workers Compensation Group P O Box 410 Boca Raton, FL 33429-0410 Workers Compensation Group	561-392-3300		CONTACT NAME: Workers Compensation Group
			PHONE (A/C, No, Ext): 561-392-3300
			FAX (A/C, No): 561-361-1132
E-MAIL ADDRESS: certs@workerscompgroup.com			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Technology Ins Co			42376
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
 Cedars Electro-Mechanical, Inc
 211 N Fedral Hwy
 Lake Worth, FL 33460

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4070296	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

PBCITSI Palm Beach County Insurance Compliance PO Box 100085 - DX Duluth, GA 30096	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 
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ATTACHMENT # 4

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

PRE-BID MANDATORY ANNUAL/TRADE: HVAC PRE-BID DATE: 4/12/2022 & 5/2/2022
 PM: Nick Chimienti, FSPM API: PRICE PREFERENCE BID OPENING DATE: 5/19/2022

PROJECT NAME	PBSO Motor Pool - Chiller Replacement				Project #:	2021-017550		
FIRM NAME	Thermal Concepts, Inc.	Florida Mechanical LLC	Precision Air System, Inc.	Cedars Electro-Mechanical, Inc.				
PRIME LOCATION	NON-LOCAL	LOCAL	LOCAL	LOCAL				
PRIME SBE STATUS	Non-SBE	Non-SBE	Non-SBE	SBE				
BID	\$475,562.00	\$488,000.00	\$495,130.00	\$519,775.00				
BID BOND	Yes	Yes	Yes	Yes				
ADDENDUM 1 ACKNOWLEDGED	✓	✓	✓	✓				
ADDENDUM 2 ACKNOWLEDGED	✓	✓	✓	✓				
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory				
SBE PARTICIPATION	0.00%	2.55%	3.84%	95.77%				
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory				
NOTES:								

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (\$475,562 x 1.1= \$532,118.20) as per the re-ranking provision of the SBE Ordinance. The lowest SBE's bid of \$519,775 is within the 10% price preference. Therefore, award is recommended to Cedars Electro-Mechanical, Inc.

Bid Documents Opened By (Print Name): RACHEL RICHARDS Bid Documents Recorded By (Print Name): DONNA LYNCH

Licenses are current and in compliance with Palm Beach County requirements for the recommended contractor and all sub-contractors listed [Signature]

The recommended contractor's insurance(s) is current and in compliance with Palm Beach County requirements. [Signature] Recommended Firm is registered in VSS: Yes No

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

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:
Cedars Electro-Mechanical, Inc.

Charlene La Mattina
 Printed Name / Signature

5.25.22
 Date

Fernando Del Dago
 Printed Name / Signature

6.03.2022
 Date

Annual Contract - HVAC #19601 Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION						DOLLARS					SBE PARTICIPATION																																																																																																																																																																																																																																																																			
W.O. Approval	PROJECT	PROJECT	W.O.	W.O.		\$ COMMITMENTS			\$ CAPACITY																																																																																																																																																																																																																																																																					
DATE	NUMBER	NAME	G.C.	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE	\$M/WBE	%Minority	\$Black Work Order	\$Hispanic Work Order	\$Native American Work Order	\$Asian Work Order	\$Women Work Order																																																																																																																																																																																																																																																												
FYXX - Xst QUARTER										Work Order	Work Order	Work Order	Work Order	Order	Order	Order	Order	Order																																																																																																																																																																																																																																																												
	19498	PBSO Shooting Range - HVAC replacement	Florida	2,015.64	20-018 supp 2	\$8,217,719.90	\$0.00	\$8,217,719.90	\$4,782,280.10	2,015.64	100.00%																																																																																																																																																																																																																																																																			
01/00/00	2021-050430.9	WTP #9 - replace two spill systems (emer)	Precision	7,494.30	22-002 supp 2	\$8,225,214.20	\$0.00	\$8,225,214.20	\$4,774,785.80	0.00																																																																																																																																																																																																																																																																				
	2021-021622	Vista Center OSC Fleet heavy equipment - HVAC upgrades (CRC)	Florida	196,991.00	22-013	\$8,422,205.20	\$0.00	\$8,422,205.20	\$4,577,794.80	55,485.00	28.17%																																																																																																																																																																																																																																																																			
	2021-017550	PBSO, Motor Pool - chiller and make-up air replacement (BCC)	Cedars	519,775.00	22-014	\$8,941,980.20	\$0.00	\$8,941,980.20	\$4,058,019.80	497,788.51	95.77%	485,313.91	93.37%		21,986.48				485,313.91																																																																																																																																																																																																																																																											
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Air Handlers	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Air Mechanical & Service Corp	AMSC	\$718,300.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Airtex	Airtex	\$596,749.00	\$590,504.00	98.95%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Bradley Heating & Air Conditioning, Inc.	Bradley	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	CT/HX Services, LLC	CT/HX	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Cedars Totals	Cedars	\$2,753,335.30	\$2,187,928.58	79.46%	\$2,149,978.19	78.09%	\$18,500.00	\$21,986.48	\$0.00	\$0.00	\$2,593,385.48	Commerical Cooling	Commercial	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	DAC Air Conditioning	DAC	\$625,764.00	\$28,600.00	4.57%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	EC Stokes	Stokes	\$793,157.66	\$142,274.84	17.94%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$33,674.00	Farmer & Irwin Totals	Farmer	\$670,112.00	\$136,521.00	20.37%	\$49,900.00	7.45%	\$0.00	\$0.00	\$0.00	\$0.00	\$49,900.00	Florida Mechanical LLC	Florida	\$1,514,009.67	\$105,745.64	6.98%	\$7,140.00	0.47%	\$0.00	\$0.00	\$0.00	\$0.00	\$7,140.00	Johnson Controls, Inc.	Johnson	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Koldaire	Koldaire	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Page Mechanical Group, Inc.	Page	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Precision Air Totals	Precision	\$933,920.07	\$13,800.00	1.48%	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Quantum Mechanical	Quantum	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Sailfish Mechanical	Sailfish	\$0.00	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Thermal Concepts	Thermal	\$154,802.00	\$7,180.00	4.64%	\$7,180.00	4.64%	\$0.00	\$0.00	\$0.00	\$0.00	\$7,180.00	Thermo Totals	Thermo	\$181,830.50	\$6,060.00	3.33%	\$6,060.00	3.33%	\$0.00	\$0.00	\$0.00	\$0.00	\$6,060.00	Total		\$8,941,980.20	\$3,218,614.06	35.99%	\$2,220,258.19	24.83%	\$18,500.00	\$21,986.48	\$0.00	\$0.00	\$2,697,339.48
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