

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-002 to the annual Heating, Ventilation and Air Conditioning (HVAC) contract (R2020-0019) with Cedars Electro-Mechanical, Inc. (Contractor) in the amount of \$299,815 for the Governmental Center, 4th Floor-AHU 4N Replacement project for a period of 180 calendar days from notice to proceed.

Summary: The work consists of furnishing all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to replace the 4th floor air handler unit (AHU) 4N and associated dampers at the Governmental Center. The existing equipment is original to the building construction and has outlived its useful life. The new AHU 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 180 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This work order was solicited pursuant to the annual HVAC contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an SBE contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is over \$100,000, the SBE price preference API was applied. The Contractor is a local and SBE certified firm. The SBE participation on this work order is 80.89%. To date, the overall SBE participation on the annual HVAC contract is 55.45%. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 7 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on September 28, 2023 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received. The new AHU will be more efficient and provide years of dependable service.

- Attachments:
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. Work Order No. 24-002
 - 4. Bid Summary
 - 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  Department Director 1/11/24 Date

Approved by:  County Administrator 1/24/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Table with 6 columns: Fiscal Years (2024-2028) and rows for Capital Expenditures, Operating Costs, External Revenues, Program Income, In-Kind Match, NET FISCAL IMPACT, # ADDITIONAL FTE POSITIONS.

Is Item Included in Current Budget: Yes X No
Is this item using Federal Funds? Yes No X
Is this item using State Funds? Yes No X

Budget Account No.:

Table with columns: Fund 3804, Dept 411, Unit B675-0052, Object 4907. Rows: CONSTRUCTION, STAFF COSTS, CONTINGENCY, TOTAL.

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

Funding for this project is from the Public Building Improvement Fund.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB [Signature] 1/16/24
Contract Development and Control [Signature] 1/23/24

B. Legal Sufficiency:

[Signature] 1/23/24
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: 2020-052456
Project Name: Government Center, 4th Floor-AHU 4N Replacement
Location: 301 N. Olive Avenue, West Palm Beach, Florida 33401



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/20/2023 PHONE: 561-233-2055
 PROJECT MANAGER: Andy Gamble, Project Manager
 PROJECT TITLE: Government Center, 4th floor – AHU 4N replacement
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
 BCC RESOLUTION#:
 DATE:

REQUESTED AMOUNT: \$299,815.00
 eFDO # / PROJECT NUMBER: 2020-052456
 W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:
 SERVICE LOCATION: 301 N. Olive Ave., West Palm Beach
 BUILDING NUMBER: 20

CONSULTANT/CONTRACTOR: Cedars Electro-Mechanical, Inc. (HVAC)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
 CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and
 reasonably incidental to replace air handler unit (AHU) 4N and associated air dampers.

CONSTRUCTION	\$299,815.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 9,000.00 <i>KSL</i>
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$308,815.00 299,815.00

MO 11/14/23
(90)

* 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: B675-0052 OBJ: 4907

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

- Ad Valorem (Amount \$ 299,815.00) 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 40

BAS APPROVED BY: *[Signature]*

DATE 11/8/2023

ENCUMBRANCE NUMBER: _____

Project Name: Government Center, 4th floor – AHU 4N replacement
Project No. 2020-052456

**WORK ORDER 24-002 TO
ANNUAL CONTRACT R2020-0019
FOR HVAC
PROJECT NAME: GOVERNMENT CENTER, 4TH FLOOR – AHU 4N
REPLACEMENT
PROJECT NO. 2020-052456**

THIS WORK ORDER is made as of February 6, 2024 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 Florida 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 **\$299,815.00** for the construction costs of replacing air handler unit (AHU) 4N and dampers 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 **180** calendar days from notice to proceed. Liquidated Damages are \$120/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 82.92% SBE subcontracting participation on this Contract. Contractor will provide 80.89% 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

Project Name: Government Center, 4th floor – AHU 4N replacement
 Project No. 2020-052456

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:

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

Project Name: Government Center, 4th floor – AHU 4N replacement
Project No. 2020-052456

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: Government Center, 4th floor – AHU 4N replacement
Project No. 2020-052456

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

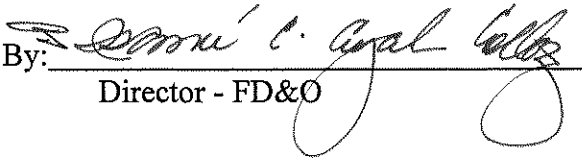
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Government Center, 4th floor – AHU 4N replacement
Project No. 2020-052456

WITNESS: FOR CONTRACTOR

CONTRACTOR: Cedars Electro-Mechanical, Inc.

SIGNATURE

Angela M. Dunn
Signature

[Signature]
Signature

Angela M. Dunn
Name (type or print)

John Chaloud
Name (type or print)

V P
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 2020-052456

PROJECT NAME: Government Center, 4th Floor - AHU 4N 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 \$ 299,815.00

Written amount Two Hundred Nintey-Nine Thousand, Eight Hundred Fifteen 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 # _____ dated _____ 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:

28September23
Date

Cedars Electro-Mechanical, Inc.

Contractor Firm Name


Signature

Ibrahim Chalhoub, Secretary

Print Name and Title

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

PROJECT NUMBER: 2020-052456
PROJECT NAME: Government Center, 4th Floor - AHU 4N Replacement
DATE: September 28, 2023

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 American Alternative Insurance Corporation
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 22nd day of September, A.D., 2023.

ATTEST:

(SEAL)


(Signature)

IBRAHIM CHALHOUB
Print Name

TITLE: SECRETARY

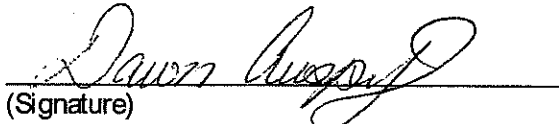
Cedars Electro-Mechanical, Inc.
(Contractor Firm Name)

By: Debra L. Chalhoub
(Signature)

Debra L. Chalhoub - president
Print Name and Title:

ATTEST: As per attached power of attorney

(SEAL)


(Signature)

Dawn Auspitz
Print Name

TITLE: Witness

American Alternative Insurance Corporation
(Surety Name)

By: 
(Signature)

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

Bid Bond 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.



Jilijan Santilippo
Jilijan Santilippo, 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 22nd day of September, 2023.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 26, 2023 16:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

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.

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.

SBE Price Preference For Single Trade Construction

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

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Government Center, 4th Floor - AHU 4N Replacement SOLICITATION/PROJECT/BID NO.: 2020-052456

SOLICITATION OPENING/SUBMITTAL DATE: 28September23 COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

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

CONTACT PERSON: Ibrahim Chalhoub PHONE NO.: 561-588-4088 E-MAIL: ibrahim@cedarsinc.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$236,651.00 Non-SBE MBE WBE SBE

*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

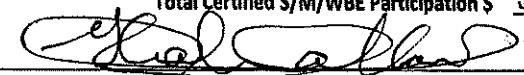
Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. SIEMENS BUILDING TECHNOLOGIES 3371 Executive Way, Miramar 33025 Gino.ezzo@siemens.com Gino Ezzo (561)239-2064	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$57,300.00
Cedars Electro-Mechanical, Inc. 211 N Federal Highway 2. Lake Worth Beach, FL 33460	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$236,651.00	_____	_____
Godfrey Electric, Inc. 1222 Omar Road 3. West Palm Beach, FL 33405	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$5,084.00	_____	_____
Universal Test and Balance 4. 302 Springdale Circle Palm Springs, FL 33461	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$780.00	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$299,815.00 Total \$780.00 \$241,735.00 \$57,300.00

Total Certified S/M/WBE Participation \$ \$242,515.00

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


Name & Authorized Signature

Secretary
Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - 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: **2020-052456**
 SOLICITATION/PROJECT NAME: **Government Center, 4th Floor - AHU 4N 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): **6/15/20**

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				\$236,651.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: **\$236,651.00**

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
Ibrahim Chalhoub
 Print Name
Secretary
 Title
 Date: **28September23**

 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: 2020-052456

SOLICITATION/PROJECT NAME: Government Center, 4th Floor - AHU 4N Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Siemens

(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 type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian 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
1	BAS Controls and VFD's	57,300			57,300.00%


The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 57,300.00

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: 

 Authorized Signature
Ibrahim Chalhoub

 Print Name
Secretary

 Title
 Date: 28September23

Siemens Industry inc.

 Print Name of Subcontractor/subconsultant
 By: **Lague Daniel**
Digitally signed by Lague Daniel
 DN: cn=Lague Daniel, o=Siemens,
 email=daniel.lague@siemens.com
 Date: 2023.09.28 10:08:07 -0400

 Authorized Signature
Dan Lague

 Print Name

 Title
 Date: 9-28-2023

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: 2020-052456

SOLICITATION/PROJECT NAME: Government Center, 4th Floor - AHU 4N Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Godfrey Electric, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/14/25

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Caucasian 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
1	Electrical				\$5,084.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$5,084.00

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
Ibrahim Chalhoub
 Print Name
Secretary
 Title
 Date: 28September23

Godfrey Electric
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Albert A. Godfrey
 Print Name
President
 Title
 Date: 9/26/23

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: **2020-052456**

SOLICITATION/PROJECT NAME: **Government Center, 4th Floor - AHU 4N Replacement**

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Universal Test and Balance, LLC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 5/1/23-4/30/26

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	Testing, Adjusting, and Balancing Services	\$780.00	1	N/A	\$780.00

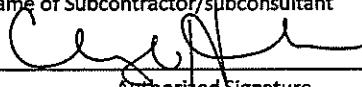
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$780.00

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: 
 Authorized Signature
Ibrahim Chalhoub
 Print Name
Secretary
 Title
 Date: 28September23

Universal Test and Balance, LLC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Charleigh Heater
 Print Name
Operations Manager / Owner
 Title
 Date: 9/21/2023

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

Contact: Andy Gamble, Facilities Systems Project Manager
Phone: (561)233-2055
Project Title: Government Center, 4th Floor - AHU 4N Replacement
Project #: 2020-052456
Project Location: 301 N. Olive Ave, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – HVAC for additional requirements.
- c. Work to be completed **outside** the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. Starting Friday at 5:00 p.m. to Sunday at 11:00 p.m. on weekends.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within one hundred eighty (180) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection

2. SCOPE OF WORK

To replace Air Handler Unit (AHU) 4N and dampers per the project requirements provided below:

- a. Contractor to remove and properly dispose of the existing air handler 4N on the fourth floor of the Government Center and replace with Trane, or Palm Beach County (PBC) approved equal, using the specifications provided in Exhibit "1".

- b. Upgrade the current pneumatic accessories and controls in the mechanical room to digital controls. Upgrades must be compatible with the existing Siemens system.
- c. Provide new chilled water valves on return side.
- d. Provide new return, supply, and fresh air dampers and actuators.
- e. Replace all fresh air ductwork within the mechanical room "like for like".
- f. Replace supply plenums within the mechanical room, with double walled duct.
- g. Replace or provide and install new thermometers and pressure gauges on supply and return chilled water lines for each air handler.
- h. Re-use equipment identification tags (i.e. AHU4N) or replace with new and re-label all water lines, ductwork, accessories, etc. consistent with existing identification, where necessitated by replacement (i.e. chilled water / return water etc.)
- i. Provide and install a new combination motor-starter disconnect for check valve C/V air handler.
- j. Provide a new wall-mounted variable frequency drive (VFD).
- k. Direct Digital Control (DDC) Controls:
 - 1. Demo existing pneumatics to control valve and AHU damper actuators.
 - 2. New Control Panel with new Siemens Phase Transforming Cellular Material (PXCM) and expander modules, which must be installed. Provide with Siemens Desigo Licenses. Programmed and commissioned by Siemens local Branch office.
 - 3. Remove existing panel replace with new enclosure and backplane. Re-use the existing 120-volt circuit.
 - 4. Replace Supply and Return, and Air Duct Temperature sensors.
 - 5. Replace Return air Humidity Sensor (New).
 - 6. Replace Return air Carbon Dioxide (CO2) sensor (New).
 - 7. Replace Filter Door Position Switch (DPS).
 - 8. Replace fan run proof switch.
 - 9. New Chilled Water Valve Control Actuator.
 - 10. Replace outside air (OA) Airflow measurement stations with new Ebtron.
 - 11. Water detection device (New).
 - 12. Replace OA air damper actuators with 24vac electric type.

13. Replace Chilled Water (CHW) Supply and Return temperature sensors.
 14. Verify all operations of AHU and AHU Smoke sequence.
 15. Re-use existing blue pneumatic control panel. Verify all devices are operational.
 16. New Conduit and wire for new unit devices. Re-use existing conduit and wire where able.
 17. Update system graphics with any changes.
- I. Install 14" x 14" access hatch in supply air duct.

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.
- c. Contractor is responsible for providing any required hangers, supports, tie-downs, etc. required to provide complete installation.

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. Manufacturer's warranty as specified.

13. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

14. SECURITY

All bidders must have badged employees as identified below prior to commencement of work.

This project is subject to:

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check



**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
		A++ , XV	State Farm Mutual Automobile Insurance Company	596824E43	3/15/2023	3/15/2024	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	596824E44	3/15/2023	3/15/2024	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	596824E45	3/15/2023	3/15/2024	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	596824E46	3/15/2023	3/15/2024	Auto Liability		
		Ar , XI	National Trust Insurance Company	UMB10001956807	11/15/2023	11/15/2024	Excess Liability		
		Ar , XI	National Trust Insurance Company	GL10003316306	11/15/2023	11/15/2024	General Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC4226466	3/1/2023	3/1/2024	Workers Comp		

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



www.alter Surety.com

November 28, 2023

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

RE: Cedars Electro-Mechanical, Inc.
Project: Government Center, 4th Floor - AHU 4N Replacement, Project Number
2020-052456, Work Order 24-002
Bond No. S7A2SU0002718

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, the Power of Attorney or the Form of Guarantee. 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 Public Construction Bond, and the attached Power of Attorney concurrently with the date of the contract and to date the form of guarantee upon substantial completion 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

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

PUBLIC CONSTRUCTION BOND

BOND NUMBER S7A2SU0002718

BOND AMOUNT \$299,815.00

CONTRACT AMOUNT \$299,815.00

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 5421
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: Government Center, 4th floor – AHU 4N replacement

PROJECT NUMBER: 2020-052456

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

DESCRIPTION OF WORK: Replace air handler unit (AHU) 4N and dampers.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

301 N. Olive Ave., West Palm Beach

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

MLL
12-8-23

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 \$299,815.00
Two hundred ninety-nine thousand eight hundred fifteen 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: Government Center, 4th floor – AHU 4N replacement
Project No.: 2020-052456
Project Description: Replace air handler unit (AHU) 4N and dampers
Project Location: 301 N. Olive Ave., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of replacing air handler unit (AHU) 4N and dampers, 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. 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.

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

Joseph M. Dennis
Witness

Cedars Electro-Mechanical, Inc.
Principal Debra L. Chalkoub - president (Seal)
(Print Name and Title)

Dawn August
Witness

American Alternative Insurance Corporation
Surety Warren M. Alter (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



CERTIFIED COPY

POWER OF ATTORNEY

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, President
Attest: 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.



Jillian Santilippo, 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;
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

Signature of Ignacio Rivera, Deputy General Counsel & Secretary

TRS-1001-1

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 (Government Center, 4th floor – AHU 4N replacement; #2020-052456) 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

CERTIFIED COPY

POWER OF ATTORNEY

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.



Jillian Sanfilippo
Jillian 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 16:08 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

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

ATTACHMENT #4

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 9/7/2023

PROJECT NUMBER: 2020-052456

PROJECT MANAGER: Andy Gamble, Facilities Systems Project Manager

BID OPENING DATE: 9/28/2023

PROJECT NAME: Government Center, 4th Floor - AHU 4N Replacement

FIRM NAME	Cedars Electro-Mechanical, Inc.	Precision Air System, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	NON-SBE			
BID BOND	Yes	Yes			
BID	\$299,815.00	\$380,750.00			
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	80.89%	1.97%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:					

COMMENTS:

Bid Documents Opened By (Print Name): Phyllis Lancaster

Bid Documents Recorded By (Print Name): Donna Lynch

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

YES

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

YES

The recommended firm is registered in VSS. YES

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, Project Manager

10.10.23
Date

Gigi Jones, Contracts Manager

10/12/23
Date

Sam Hulse

10.12.23

POSTED
10-13-23

ATTACHMENT #5

ANNUAL CONTRACT - HVAC #19601: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 1/7/2020)						\$23,000,000.00					
HVAC CONTRACT Expires 1/6/2025						\$5,000,000.00					
Board Item - Increase Capacity (1/12/2021) (Amendment #1)						\$3,000,000.00					
Board Item - Increase Capacity (4/5/2022) (Amendment #2)						\$5,000,000.00					
Board Item - Increase Capacity (3/14/2023) (Amendment #3)						\$10,000,000.00					
CAPACITY INCREASES ABOVE THIS LINE											
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
2020-052456	Government Center, 4th floor - AHU 4N replacement	Cedars	\$299,815.00	24-002		\$15,595,221.51	\$7,404,778.49	\$242,515.00	\$780.00	80.89%	0.26%
	NAME OF FIRM / CONTRACT R#	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	Air Conditioning Filters Plus, Inc. R2023-0734	Air Conditioning	\$98,500.00	\$ -	0.00%	98,500.00					
2	Air Handlers of the Palm Beaches, Inc. - R2022-0185	Air Handlers	\$0.00	\$ -		-					
3	Air Mechanical & Service Corp - R2020-0229	AMSC	\$976,614.00	\$ -	0.00%	-					
4	The Airtex Corporation - R2020-0236	Airtex	\$747,947.00	\$ 741,060.00	99.08%	-	0.00%				
5	Bradley Heating & Air Conditioning, Inc. - R2021-0059	Bradley	\$0.00	\$ -		-					
6	Breezy Cool Air Conditioning Inc. - R2022-0845	Breezy	\$0.00	\$ -		-					
7	CT/HX Services, LLC - R2022-0698	CT/HX	\$0.00	\$ -		-					
8	Cedars Electro-Mechanical, Inc. - R2020-0019	Cedars	\$3,643,479.51	\$ 3,021,132.79	82.92%	2,245,904.96	74.34%				
9	D.A.C. Air Conditioning Corp - R2020-0231	DAC	\$974,695.97	\$ 28,600.00	2.93%	-	0.00%				
10	E.C. Stokes Mechanical Contractors, Inc. - R2020-0232	Stokes	\$793,157.66	\$ 142,274.84	17.94%	-	0.00%				
11	Farmer & Irwin Corp. - R2020-0020	Farmer	\$973,568.00	\$ 147,577.00	15.16%	49,900.00	33.81%				
12	Florida Mechanical LLC - R2020-0021	Florida	\$4,766,496.80	\$ 272,915.64	5.73%	37,965.00	13.91%				
13	Johnson Controls, Inc. - R2021-1795	Johnson	\$0.00	\$ -		-					
14	Key Mechanical Services, Inc. R2023-0733	Key	\$0.00	\$ -		-					
15	Koldaire, Inc. - R2020-0233	Koldaire	\$0.00	\$ -		-					
16	Master Mechanical Services, Inc.	Master	\$0.00	\$ -		-					
17	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00	\$ -		-					
18	Precision Air System, Inc. - R2020-0022	Precision	\$1,688,687.07	\$ 60,218.43	3.57%	9,200.00	15.28%				
19	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00	\$ -		-					
20	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00	\$ -		-					
21	Thermal Concepts, Inc. - R2020-0237	Thermal	\$750,245.00	\$ 7,180.00	0.96%	7,180.00	100.00%				
22	Thermo Air, Inc. - R2020-0023	Thermo Air	\$181,830.50	\$ 6,060.00	3.33%	6,060.00	100.00%				
23	Trane U.S. Inc.	Trane	\$0.00	\$ -		-					
		TOTAL	15,595,221.51	4,427,018.70	28.39%	2,454,709.96	55.45%				