Agenda Item #: 3H-2

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: April 1, 2025

[X] Consent
[] Regular
[] Workshop
[] Public Hearing

Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 25-001 (Work Order) to the annual heating, ventilation & air conditioning (HVAC) services contract (R2025-0085) with Cedars Electro-Mechanical, Inc. (Contractor) in the amount of \$733,951 for the Corrections Administration-Air Conditioning Replacement project for a period of 300 calendar days from notice to proceed.

Summary: The project consists of the removal and replacement of the existing HVAC system at the Palm Beach Sheriff's Office corrections administration facility. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove and replace the existing roof top chilled water air handlers including associated accessories. The new chilled water air handlers will benefit all users of the facility by having a reliable cooling and heating system. 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 300 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 services contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC services contract was presented to the Goal Setting Committee on October 2, 2024 and the Committee established an Affirmative Procurement Initiative of a Small Business Enterprise (SBE) price preference whereby an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid. The SBE participation on this Work Order is 78.69%. To date, the Contractor's overall SBE participation is 78.69%. To date, the overall SBE participation on the annual HVAC services contract is 43.64%. The Contractor is a certified SBE. Funding for this project is from the Public Building Improvement Fund. (Capital Improvements Division) District 3 (MWJ)

**Background & Justification**: This project was openly, competitively advertised and procured where new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The advertisement was posted on VSS and issued under the provisions of the prior annual HVAC contract (R2020-0019) which expired on January 6, 2025. The Contractor has agreed to hold its offer under the new annual HVAC services which eliminates the need to re-advertise the project, thereby avoiding delays. The Contractor submitted the lowest responsive and responsible bid of the three (3) bids received.

#### Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 25-001
- 4. Bid Summary
- 5. Annual Contract-HVAC Services #P-2024-006318: Control Sheet
- 6. Nongovernmental Entity Human Trafficking Affidavit

Recommended by:	son c. agal Cally	2/24/28
•	Department Director	Date
Approved by:	1CBek	3/4/25
	County Administrator	Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact: Fiscal Years 2025 2026 2027 2028 2029 Capital Expenditures <u>\$752,451</u> **Operating Costs** External Revenues Program Income (County) In-Kind Match (County NET FISCAL IMPACT \$752,451 # ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget: No Is this item using Federal Funds? No Is this item using State Funds? No **Budget Account No: Fund** 3804 <u>Dept</u> 411 <u>Unit</u> <u>B675-0037</u> **Object** 4907 CONSTRUCTION \$733,951.00 STAFF COSTS \$ 18,500.00 CONTINGENCY 0.00 **TOTAL** \$752,451.00 В. Recommended Sources of Funds/Summary of Fiscal Impact: Funding for this project is from the Public Building Improvement Fund. C. Departmental Fiscal Review: III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development Comments: A. Contract Development and Control В. Legal Sufficiency: sistant County Atta C. Other Department Review: Department Director

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

### **ATTACHMENT #1**

## **LOCATION MAP**

2020-013776

Project No: Project Name:

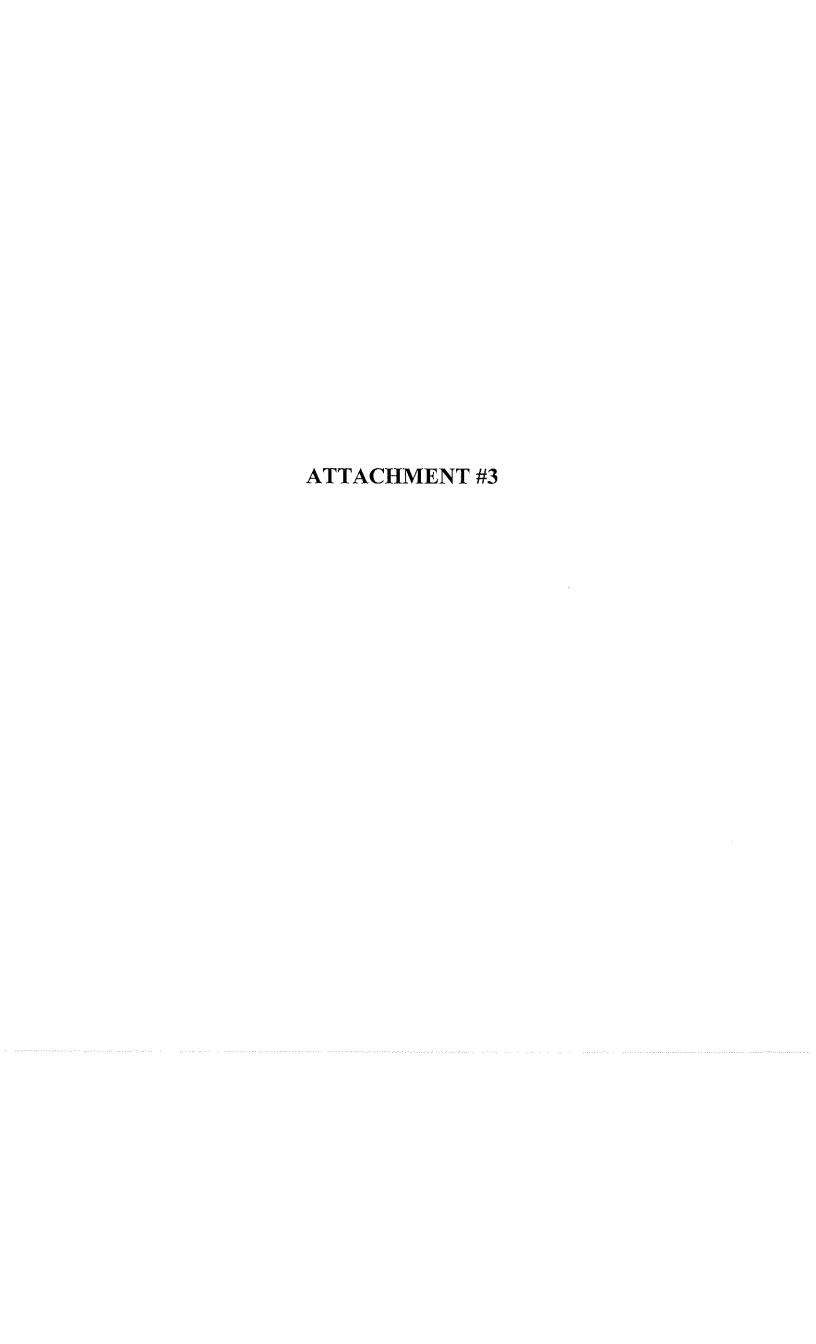
Corrections Administration-Air Conditioning Replacement 3228 Gun Club Road, West Palm Beach, Florida 33406

Location:



### BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/8/2024	PHONE: (561)233-0266
PROJECT MANAGER: Brian McNamara, Facilities System	ems Project Manager
PROJECT TITLE: Corrections Administration - Air Cond (Same as CIP or IST, if application)	ble)
ORIGINAL CONTRACT AMOUNT: \$	IST PLANNING NO.:  BCC RESOLUTION#: R2020 0019
REQUESTED AMOUNT: \$733,957.00	DATE:
eFDO #: 20173	DATE: ROJECT NUMBER: 2020-013776
W.O. NUMBER: 24-017 CSA or CHANGE ORDER NU	IMBER:
SERVICE LOCATION: 3228 Gun Club Road, West Palm	Beach, FL
BUILDING NUMBER: 114	
CONSULTANT/CONTRACTOR: Cedars Electro-M	echanical, Inc. (HVAC)
CONSULTANT/CONTRACTOR: To furnish all mater reasonably incidental to replace the Heating Ventilation and 4 provided by Capital Improvements Division.	OPE OF SERVICES TO BE PROVIDED BY THE al, labor, supervision, permits and supplies necessary and Air Conditioning (HVAC) per Attachment "C" and addenda,
CONSTRUCTION \$733,95 \( \) .00 \( \) PROFESSIONAL SERVICES \$N/A \$18,500.00 EQUIP. / SUPPLIES \$N/A CONTINGENCY TOTAL \$752,45 \( \) .00 \( \)	2/19/2-5
of this BAS by FD&O. Unless there is a change in the sco BAS is for construction costs of \$250,000 or greater, staff	staff charges and your account will be charged upon receipt pe of work, no additional staff charges will be billed. If this charges will be billed as actual and reconciled at the end of nt or ESS staff your department will be billed actual hours
BUDGET ACCOUNT NUMBER(S) (Specify distribution	n if more than one and order in which funds are to be used):
FUND: 3804 DEPT: 4//	NIT: B675-0037 OBJ: 4907
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNTY Ad Valorem (Amount \$)	NT: (check <u>and</u> provide detail for <u>all</u> that apply) Infrastructure Sales Tax (Amount \$)
☐ State (source/type: Amount \$ ) ☐ Federal	
☐ Grant (source/type: Amount \$) ☐	Impact Fees: (Amount \$)
☐ Other (source/type:Amount \$)	
DEPARTMENT: FDO	
BAS APPROVED BY:	DATE 12/17/2124
ENCUMBRANCE NUMBER:	



#### WORK ORDER 25-001 TO ANNUAL CONTRACT R2025-0085 FOR HVAC SERVICES

## PROJECT NAME: CORRECTIONS ADMINISTRATION – AIR CONDITIONING REPLACEMENT PROJECT NO. 2020-013776

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", Cedars Electro-Mechanical, Inc., a Florida Profit 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 01/14/2025 (R2025-0085) ("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 Services between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$733,951.00 for the construction costs to furnish all necessary materials, labor, supervision, permits, supplies, including reasonable incidentals to replace the heating ventilation and air conditioning (HVAC) outlined in attachment "C" and addenda provided by capital improvements division 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 **300** 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 78.69% SBE subcontracting participation on this Contract. Contractor will provide 78.69% 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

1

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

#### 7. Annual Contract Modifications and Additions. NONE

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 THE IS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name:

Corrections Administration - Air Conditioning Replacement

**Project Number:** 

2020-013776

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
Ву:	Ву:
Deputy Clerk	Maria G. Marino, Mayor
APPROVED AS TO	APPROVED AS TO TERMS
LEGAL SUFFICIENCY	AND CONDITIONS
ву:	By: Some 1. and Call
County Attorney	Director - FD&O

**Project Name:** 

Corrections Administration - Air Conditioning Replacement

**Project Number:** 

2020-013776

WITNESS: FOR CONTRACTOR

CONTRACTOR: CEDARS ELECTRO-

MECHANICAL, INC.

**SIGNATURE** 

Name (type or print)

Debra L. Chalhoub

Name (type or print)

(Corporate Seal)

#### QUOTE/BID FORM

PROJECT NUMBER:

<u>2020-013776</u>

PROJECT NAME:

Corrections Administration - Air Conditioning Replacement

733,951.00

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

Seven Hundred Thirty-Three Thousand Nin	ne Hundred Fifty-One Dollars
Written amount	
2. Bidder commits to achieving the APIs applicable to A and as submitted on its EBO Schedules 1 and 2.	this solicitation as designated on Attachment
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.

Quote/Bid Form Page 1

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

- 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	8/19/2024	Addendum #_	_2	dated	9/16/202	4
Addendum#_	3	dated	9/30/2024	Addendum #_	1,,4	dated	10/16/	24

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 Firm Name	
10/24/2024	Just allow	
Date	Signature	
	Ibrahim Chalhlub, Corporate Secretary	
	Print Name and Title	

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

Quote/Bid Form Page 2

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

#### **Donna Lynch**

From: FDO-CID-Bids

**Sent:** Wednesday, October 30, 2024 1:02 PM

To: 'Brien Roy'; Cedars Electro-Mechanical, Inc.; 'Jonathan K. Johnson Sr.'

Cc: Brian Mcnamara

Subject: 2020-013776 Corrections Administration - Air Conditioning Replacement

Attachments: 2020-013776 Bid Quotation Form Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on October 24, 2024.

Please contact us with any questions and thank you for participating in our process.

#### Thanks,



Donna Lynch
Capital Improvements Division (CID)

2633 Vista Parkway, West Palm Beach, FL 33411

(561) 233-0292 <u>DLynch@pbc.gov</u>

Need Forms? Click on the link below. Capital Improvements Forms

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

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

PROJECT NUMBER: 2020-013776

PROJECT NAME: Corrections Administration - Air Conditioning Replacement

DATE: September 19, 2024

#### BID BOND

#### STATE OF FLORIDA

#### COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That w	re, Cedars Electro-Mechanica	al, Inc.
	(hereinafter called "Princ	
American Alternative Insurance Corporation	(hereinafter called "Suret	ty") are held and firmly
bound unto Palm Beach County, a Political Subdivision County Commissioners, (hereinafter called "County")	-	-
	5% of Amount Bid	
is at least 5% of the bid price), lawful money of the sum will and truly to be made, we bind ourselves, our hand severally, firmly be these presents;		
WHEREAS, the "Principal" contemplates submitting Commissioners, Palm Beach County, Florida, for fur	•	

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: (Corrections Administration - Air Conditioning Replacement, Project Number: 2020-013776), 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.

Bid Bond / Page 1

Form Rev. 1/8/24 Bid Bond - NonFederal

PROJECT NAME: Corrections Administration - Air Conditioning Replacement DATE: September 19, 2024 IN WITNESS WHEREOF, the said Cedars Electro-Mechanical, Inc. as "Principal" herein, has caused these presents to be signed in its name, by its \_, and attested by its \_\_\_\_ secretary under the corporate seal, and the said American Alternative Insurance Corporation "Surety" herein, has caused these presents to be signed in its name, by its Attorney-in-Fact \_\_\_\_, and attested by its corporate Seal, this 21st \_\_ day of \_\_August \_, A.D., 20 24 ATTEST: (SEAL) Cedars Electro-Mechanical, Inc. (Witness Signature) (Contractor Firm Name) IBRAHIM CHALHOUS Print Name Debra L. Chalhoub-president TITLE: SECRETOR Print Name and Title: ATTEST: As per attached power of attorney (SEAL) American Alternative Insurance Corporation (Witness Signature) (Surety Name) Dawn Auspitz

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

(Signature)

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

Bid Bond / Page 2

Form Rev. 1/8/24 Bid Bond - NonFederal

Print Name

TITLE: Witness

PROJECT NUMBER: 2020-013776

#### **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,

#### 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 <u>One Hundred Million Dollars (\$100,000,000)</u>.

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 thesame 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 corp of which appears below

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.



Whitel Kinn By: Michael G. Kerner President Attest: gnacio 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 ersonally known to me.



ebruary 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

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

August \_day of \_



AMERICAN ALTERNATIVE INSURANCE CORPORATION

ignacio Rivera (Sep 24, 2021 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 \(\sigma\). Fillable pdfs of all EBO forms can be found on the OEBO website at <a href="http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx">http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</a>. 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 multitrade) 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.

Form Rev. 10/18/21 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing

#### **OEBO SCHEDULE 1**

DLICITATION/PROJECT/BID NAME: Corrections A	<u>dministration - Air (</u>	<u>Conditioning</u>	<u> Replacemen</u>	<u>t</u>	SOLI	CITATION/PRO	DJECT/BID NO.:	<u>2020-013</u>	<u> 3776                                     </u>
DLICITATION OPENING/SUBMITTAL DATE: Octo	ber 17, 2024		COUNTY	DEPARTME	NT: <u>C</u>	apital Impr	ovements Div	ision	<del></del>
ection A PLEASE LIST THE DOLLAR AMOU	UNT OR PERCENTAGE (	OF WORK TO B	BE COMPLETED B	Y THE <u>PRIM</u>	IE CONTR	ACTOR/CONS	SULTANT* ON TI	HE PROJECT	Γ:
ME OF PRIME RESPONDENT/BIDDER: <u>Cedars</u>	Electro-Mechanica	l, Inc.		ADDRESS:	211 N	. Federal H	ighway, Lake	Worth B	each, Fl. 33
NTACT PERSON: Debra Chalhoub		<u></u>	PHONE NO.: _5	<u>61-588-40</u>	88	E-MAIL:	debrac@ce	darsinc.co	om
ME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR	RK: \$547,912.36		N	on-SBE i	MBE	WBE SBI	Ē		
NWBE Primes must include their percentage or dollar am	ount in the Total Particip	ation line under	section B.	- CC C C C C C C C C C C C C C C C C C	S. S	X	-		
Ction B PLEASE LIST THE DOLLAR AMOU	(Check all Applicab	le Categories)	:				PERCENTAGE	·	
bcontractor/Sub consultant Name ECTION: List Firm Name, Address, & Provide PBC ndor ID#. (https://www.pbcgov.org/pbcvendors)	MBE Non-SBE Minority Business	Women Sn	SBE mall Blac siness	k Hi	spanic	Women	Caucasian	Asian	Other
Cedars Electro-Mechanical, Inc. 11 N. Federal Highway			xx				\$547,912.36	-	
ake Worth Beach, Fl. 33460 VC0000014140			en manual.						
Siemens Industry, Înc. 580 NW 56 Street, #102	XX I	,		_   _					<u>\$81,500.00</u>
iemens Industry, Înc. 580 NW 56 Street, #102 ort Lauderdale, Fla. 33309 SIEM0006 Iniversal Test & Balance, LLC 02 Springale Circle			xx			<u>\$ 2,420.00</u>	Paradage and the second		\$81,500.00
Siemens Industry, Înc. 1580 NW 56 Street, #102 Fort Lauderdale, Fla. 33309 SIEM0006 Jniversal Test & Balance, LLC 102 Springdale Circle Palm Springs, Fl. 33461 VS0000023520 Godfrey Electric, Inc. 222 Omar Road						\$ 2,420.00	<u>\$27,248.0</u> 0		\$81,500.00
Siemens Industry, Inc. 1580 NW 56 Street, #102 Fort Lauderdale, Fla. 33309 SIEM0006 Iniversal Test & Balance, LLC 02 Springdale Circle Palm Springs, Fl. 33461 VS0000023520 Godfrey Electric, Inc. 222 Omar Road Vest Palm Beach, Fla. 33405 VC0000115055 Gouthern Coast Enterprises, Inc. 72 NW 2nd Street						<u>\$ 2,420.00</u>	<u>\$27,248.0</u> 0		
Siemens Industry, Inc. 1580 NW 56 Street, #102 Fort Lauderdale, Fla. 33309 SIEM0006 Iniversal Test & Balance, LLC 102 Springdale Circle Palm Springs, Fl. 33461 VS0000023520 Godfrey Electric, Inc. 222 Omar Road West Palm Beach, Fla. 33405 VC0000115055 Southern Coast Enterprises, Inc. 172 NW 2nd Street Deerfield Beach, Fl. 33441 SOUT0230		Zerran Z							\$20,760.00
iemens Industry, Înc. 580 NW 56 Street, #102 out Lauderdale, Fla. 33309 SIEM0006 Iniversal Test & Balance, LLC 02 Springdale Circle alm Springs, Fl. 33461 VS0000023520 iodfrey Electric, Inc. 222 Omar Road Vest Palm Beach, Fla. 33405 VC0000115055 outhern Coast Enterprises, Inc. 72 NW 2nd Street ideerfield Beach, Fl. 33441 SOUT0230 ase use additional sheets if necessary)		Zerran Z				See page 2	See Page 2		\$20,760.00 See Page 2
Lake Worth Beach, Fl. 33460 VC0000014140 Siemens Industry, Inc. S580 NW 56 Street, #102 Sort Lauderdale, Fla. 33309 SIEM0006 Universal Test & Balance, LLC S02 Springdale Circle Palm Springs, Fl. 33461 VS0000023520 Godfrey Electric, Inc. S1222 Omar Road West Palm Beach, Fla. 33405 VC0000115055 Southern Coast Enterprises, Inc. S02 NW 2nd Street Described Beach, Fl. 33441 SOUT0230 Sease use additional sheets if necessary) S04 Bid/Offer Price \$ 733,951.00 S05 Beach Siedel Street Stree		Tr.		Total Certif	ied S/M/W		See Page 2	7 . 5 80	\$20,760.00 See Page 2

- 2. 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.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

#### OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Corrections Ad	<u>ministration - Air (</u>	<u>Condition</u>	ing Repla	<u>icement</u>	so	LICITATION/PRO	OJECT/BID NO.	<u>2020-01</u>	3776
SOLICITATION OPENING/SUBMITTAL DATE: Octob	per 17, 2024		_ (	COUNTY DEPAR	TMENT:	Capital Impr	ovements Di	vision	
Section A PLEASE LIST THE DOLLAR AMOU	NT OR PERCENTAGE (	OF WORK T	O BE COM	PLETED BY THE	PRIME CONT	RACTOR/CONS	SULTANT* ON T	HE PROJEC	т:
NAME OF PRIME RESPONDENT/BIDDER: <u>Cedars F</u>	Electro-Mechanica	l, Inc.		ADDF	RESS: 211	N. Federal H	ighway, Lak	e Worth E	Beach, Fl. 334
CONTACT PERSON: Debra Chalhoub			PHONE	NO.: <u>561-58</u>	3-4088	E-MAIL	:_debrac@co	darsinc.c	om
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR	K: \$547,912.36			_ Non-SBE	MBE	WBE SB	E		
*SMWBE Primes must include their percentage or dollar amo	ount in the Total Participa	ation line und	der section E	3.	S TO STATE OF THE	X			
Section B PLEASE LIST THE DOLLAR AMOU	NT OR PERCENTAGE C	OF WORK TO	O BE COMP	LETED BY ALL S	UBCONTRA	CTORS/SUBCO	<u>NSULTANTS</u> ON	THE PROJE	CT BELOW:
Subcontractor/Sub consultant Name	(Check all Applicab	_	•	<u></u>	OOLLAR AI	MOUNT OR F	PERCENTAGE	OF WOR	<u>K</u>
DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	MBE Non-SBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
Bonded Lightning Protection Systems, Inc.  1. P.O. Box 9006 Jupiter, Florida. BOND0005	x		counts day						\$6,450.00
Sparta Insulation Company 2816 SW 3rd Ave. 2. Fort Lauderdale, Florida 33315 VS0000019101	X		i i i i i i i i i i i i i i i i i i i						\$20,300.00
Chem Aqua, Inc. 9310 Old Kings Road 3. Jacksonville, Florida 32257	X		*Ab More	1			A-1	<del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>	\$4,950.00
Summit Fire and Security, Inc. 4. 610 1st Street Vero Beach, Florida 32962 VS 000031726	State of the state	eddyddig y Constrolog y Constrolog y Constro	Tywy dd				3,500,000,000		\$22,410.64
5.		-0.00 -0.00 -0.00 -0.00	Thomas and the second				***************************************		
(Please use additional sheets if necessary)						£2.420.00	P575 160 26	•	\$15C 270 CA
Total Bid/Offer Price \$ 733,951.00	-		Total			\$2,420.00	\$575,160.36		\$156,370.64
hereby certify that the above information is accurate to the best o	of my knowledge: It	orahim Chal	houh	Total (	Certified S/M/	WBE Participation	\$ <u>\$577,580.</u>	Corporate	Sacratory
			. —	Jame & Authorized	Signature				itle
Note: 1. The amount listed on this form for a Subcon 2. Only those firms certified by Palm Beach Co check the applicable box and list the dollar	ounty at the time of solicit	tation openin	g or due dat	e are eligible to m	eet the establ	perly executed Sc ished OEBO Affirm	hedule 2 or attach native Procureme	ned signed pro nt Initiative (	o <b>posal.</b> API). Please

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

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: 2020-013776 SOLICITATION/PROJECT NAME: Corrections Administration - Air Conditioning Replacement Prime Contractor: <u>Cedars Electro-Mechanical, Inc.</u> \_\_\_Subcontractor:\_ (Check box(s) that apply) SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/15/2023 The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 Male □ Female ☐ African-American/Black ☐ Asian American Caucasian American Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ Total Price/Percentage ltem Units Allowances Mechanical \$733,951.00 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: \_ \$547,912.36 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. Sparta Insulation \$20,300 Colombia accompanied by a separa Siemens Industry Universal Test & Balance Godfrey Electric, Inc. Southern Coast Enterprises Bonded Lighting Protection Services \$81,500 \$ 2,420 \$27,248 Price or Percentage: \$ 6.450 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Chem Aqua, Inc. \$ 4,950 Cedars Electro-Mechanical, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature **Authorized Signature** Ibrahim Chalhoub Print Name **Print Name** Corporate Secretary Title Title 10/24/2024 Date: Date: \_ Revised 09/17/2019

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,

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DN: on=Lague Daniel, c=DE,
uthorized=signature
email=daniel.lague@siemens.com adue Authorized Signature John Chalhoub Date: 2024.07.19 12-15:42 -04'00' Print Name Vice President Title Date: 10/17/24 Date: Revised 09/17/2019

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: 2020-013776 SOLICITATION/PROJECT NAME: Corrections Administration - Air Conditioning Replacement Prime Contractor: <u>Cedars Electro-Mechnaical, Inc.</u> Subcontractor: Universal Test and Balance, LLC (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 5/31/23 The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☐Male XFemale □African-American/Black □Asian American KCaucasian American **□**Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percent** Item Units **Allowances** 1 Testing, Adjusting, and Balancing \$2,420.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$2,420.00 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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Universal Test and Balance, LLC Cedars Electro-Mechanical, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant By: Charleigh Heater building spread by Charleigh Heater

Building Library Spread by Charleigh Heater

Building Library Operation, CN-Charleigh Heater

Building Library Operation, CN-Charleigh Heater **Authorized Signature** Authorized Signature Charleigh Heater John Chalhoub **Print Name Print Name** Operations Manager Vice President Title Title 9/6/24 Date: October 17, 2024 Date:

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: 2020-013776 SOLICITATION/PROJECT NAME: Corrections Administration - Air Conditioning Replacement Cedars Electro-Mechanical, Inc. Godfrey Electric, Inc. Prime Contractor: Subcontractor: (Check box(s) that apply) MBE □MBE □MBE □ M/WBE □Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☑Male ☐Female ☑Caucasian American ☐ African-American/Black ☐ Asian American Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Item Description Line Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** 1 Electrical \$27,248.00 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project \$27,248.00 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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Cedars Electro-Mechanical, Inc. Print Name of Prime Authorized Signature Ibrahim Chalhoub Print Name Print Name Corporate Secretary

Title

Title

Date: October 17, 2024

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.

SOLICITA	ATION/PROJECT NU	IMBER: 2020-013//6	***************************************		***************************************	
SOLICITA	ATION/PROJECT NA	ME: Corrections Administra	ation - Ai	r Conditio	ning Replacen	nent
Prime Co	ontractor: <u>Cedar</u>	s Electro-Mechanical, Inc.	Subco	ontractor <u>: Sou</u>	thern Coast Entepris	ses, Inc
(Check b	ox(s) that apply)  WBE MBE	☐ M/WBE MNon-S/M/WBE  D:	ate of Palm B	each County C	ertification (if applica	ble):
		ey are the following (select one from	each column	if applicable):		
Column		<u>Column 2</u>				Column 3
□Male [	Female	☐ African-American/Black ☐ ☐ Hispanic American ☐	Asian Americ Native Amer	- 3	asian American	<b>□</b> Supplier
S/M/WBI	E PARTICIPATION -	5/M/WBE Primes must document all wor	k to be perfori	med by their ov	vn work force on this	form. Failure to submit a
properly e	executed Schedule 2	for any <b><u>S/M/WBE</u></b> participation may resu	lt in that partio	ipation not bei	ng counted. Specify in	detail, the scope of work
		olied with the dollar amount and/or perce d. A detailed proposal may be attached t				y be given for the areas in
Line Item		Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Roofing		\$20,76	0		100%
	rsigned Subcontracto	or/subconsultant is prepared to self-perfo percentage:	rm the above-	described work	in conjunction with th	e aforementioned project
		subcontract any portion of this work to a by a separate properly executed Schedul	e 2.		nsultant, please list th	e business name and the
N:	ame of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Si	ubcontractor/subconsultant	Price d	or Percentage:		
					1004 F31 WWW.	
		-Mechanical, inc.	***************************************	thern Coast Ent	·····	
	Print Name of Prime	A A C	Print N	lame of Subcon	tractor/subconsultant	
	Ву:	al chia	Ву:		ip Rak	
	Ibrahim Chalb	Authorized Signature	_		thorized Signature	
	Print Name	OUD	Print I	hilip Rak		
	Corporate Sec	retary		imator		
	1105		Title	10/24/2024		
	Date: 10/24/202	24	Date:			
					D <sub>O</sub> ,	ficad 09/17/2019

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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: 2020-013776 SOLICITATION/PROJECT NAME: Corrections Administration - Air Conditioning Replacement Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Bonded Lightning Protection (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 ☐ African-American/Black ☐ Asian American Caucasian American Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description Unit Price Quantity/ Contingencies/ **Total Price/Percentage** item Units Allowances 1 Lightning Protection \$6,450 \$6,450 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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Cedars Electro-Mechanical, Inc. Bonded Lightning Protection, Inc. Print Name of Prime Print Name of Subcontractor/subconsultant By: Patrcik Dillon Authorized Signature Authorized Signature John Chalhoub Patrick Dillon Print Name Print Name Vice President President October 17, 2024

Date: 10/14/2024

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 boided language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered

Subcontracthe bid/pro	ctors/subconsultants, must properly execute this doc oposal.	cument. Each	properly exec	uted Schedule 2 m	nust be submitted with				
SOLICITAT	ION/PROJECT NUMBER: 2020-013776	<u></u>							
SOLICITAT	ION/PROJECT NAME: Corrections Administra	ation - Air	Condition	ing Replacem	<u>nent</u>				
Prime Con	tractor: Cedars Electro-Mechanica	alSubco	ntractor: 5	parta Insul	ation Co.				
	x(s) that apply) ]WBE ☐MBE ☐M/WBE ☑Non-S/M/WBE D	ate of Palm Be	each County Ce	ertification (if applica	able):				
	The undersigned affirms they are the following (select one from each column if applicable):  Column 1  Column 2  Column 3								
Male Female African-American/Black Asian American Caucasian American Supplier  Hispanic American Native American									
S/M/WBE PARTICIPATION — S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.									
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage				
1	Insulation				\$20,300.00				
	signed Subcontractor/subconsultant is prepared to self-perforwing total price or percentage: \$\frac{\displace{30}}{300}\$.	orm the above-	described work	in conjunction with th	e aforementioned project				
	rsigned intends to subcontract any portion of this work to		ntractor/subco	nsultant, please list ti	he business name and the				
amount be	low accompanied by a separate properly executed Schedu	le 2.							
		Price c	or Percentage:_						
Nai	me of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	66							
	Cedars Electro-Mechanical, Inc.	5		<del>- 1100-10010</del>	n Co				
ŀ	Print Name of Prime		vame of Subcon	tractor/subconsultant					
E	Authorized Signature	Ву:	A	uthorized Signature					
-	Ibrahim Chalhoub	(	<u>'ynthia</u>	_ Collie					
F	Print Name	Print \	Name Lico - Po	resident					
7	Corporate Secretary  Title	Title	/ <del>                                     </del>	1 /					
t	Date: 10 24 2024	Date:	9/5	12024					
	ī			Re	evised 09/17/2019				

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Date: 10-24-24

Date:

10/24/2024

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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: 2020-013776 SOLICITATION/PROJECT NAME: Corrections Administration - Air Conditioning Replacement Summit Fire and Security, Inc. Prime Contractor: <u>Cedars Electro-Mechanical</u>, Inc. Subcontractor: (Check box(s) that apply) ☐SBE ☐WBE ☐MBE ☐M/WBE ☑Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 1 Column 2 ☑Male ☐Female ☐ African-American/Black ☐ Asian American Caucasian American □Supplier ☐ Hispanic American □Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any <u>S/M/WBE</u> 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. Item Description **Unit Price** Quantity/ Line Contingencies/ Total Price/Percentage item Units Allowances 1 Duct Detector removal and replacement \$22,410.64 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: \$22,410.64 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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant re and Security, Inc. Cedars Electro-Mechanical, Inc Subcontractor/subconsultant Print Nag Print Name of Pri Authorized Signature
Khameel Singh **Authorized Signature** Print Name **Branch Manager** Title Title October 24, 2024 Revised 09/17/2019

# CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C PROJECT REQUIREMENTS ANNUAL CONTRACT - HVAC

Contact:

Brian McNamara, Facilities Systems Project Manager

Phone:

(561)233-0266

Project Title:

Corrections Administration - Air Conditioning Replacement

Project #:

2020-013776

Project Location:

3228 Gun Club Road, 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 during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within three hundred (300) 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, to include if required any building heat load calculations.

#### 2. SCOPE OF WORK

To replace the Heating Ventilation and Air Conditioning (HVAC) per the project requirements provided below:

- a. Properly remove and replace the existing roof top chilled water air handlers.
- b. Add and install new return air ducts and all work per the engineered drawings and specifications provided in Exhibits "1" and "2".

Page 1 of 43 🔎

c. The contractor to sub-contract with Siemens to disconnect the Building Automation Service (BAS) from the existing HVAC equipment, re-program, re-connect, test, and confirm control of new HVAC equipment and components. Refer to Exhibit "3".

#### 3. PRODUCT INFORMATION

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

#### 4. SUBMITTALS

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

#### 5. EXISTING EQUIPMENT

a. Contractor shall be responsible for disposal of all old equipment following all local, state and federal guidelines

#### 6. MATERIALS

- b. 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.
- c. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.
- d. 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
Page 2 of 43

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.

#### 13. CLEAN UP

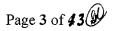
Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

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

#### 14. SECURITY

All bidders must have bad	ged employees as	identified below	prior to com	nencement
of work.				

This project is subject to:	_	Critical Facilities Background Check
	$\boxtimes$	CJI Facilities Background Check
		No Background Check



# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

PBSO Corrections Admin HVAC Modifications

PROJECT NUMBER:

2020-013776

#### **ADDENDUM NUMBER:** ONE

DATE OF ISSUANCE: 8/19/2024

#### **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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

#### CHANGE TO INVITATION FOR QUOTE/BID

1. **Mandatory Pre-Bid Conference** – delete and replace with the following:

Mandatory Pre-Bid Conference. There will be an additional Mandatory Pre-Bid Meeting at Corrections Administration (meet under the radio tower on the east side of the complex) located at 3228 Gun Club Road, West Palm Beach, FL at 10:00 a.m. on August 27, 2024. The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid. You must attend this meeting if you intend to bid this work. Firms that attended the pre-bid on 8/13/24 must also attend this mandatory meeting as access was unavailable at the time.

#### **CHANGE TO BID/QUOTATION FORM:**

2. Change bid due date from "September 12, 2024 by 2:00 PM" to read "September 19, 2024 by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM - 1

Page 1 of 1

#### **BOARD OF COUNTY COMMISSIONERS**

## PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

Corrections Administration - Air Conditioning Replacement

PROJECT NUMBER:

2020-013776

#### **ADDENDUM NUMBER:** TWO

DATE OF ISSUANCE: 9/16/2024

#### **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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

#### CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "September 19, 2024 by 2:00 p.m." to read "October 10, 2024 by 2:00 p.m."

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

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM - 2

1 of 1

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

Corrections Administration - Air Conditioning Replacement

PROJECT NUMBER:

2020-013776

#### **ADDENDUM NUMBER:** THREE

DATE OF ISSUANCE: 9/30/2024

#### **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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the Bidder to disqualification.

This Addendum consists of two (2) pages.

#### CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "October 10, 2024 by 2:00 p.m." to read "October 17, 2024 by 2:00 p.m."

#### CHANGE TO IFQ/B ATTACHMENT C

1. Delete 3. PRODUCT INFORMATION in its entirety and replace with the following:

#### 3. PRODUCT INFORMATION

Manufacturer used as the Basis of Design is Trane. Any others must meet or exceed all specified requirements. Any substitution must be submitted by the Prime Contractor at least ten (10) business days prior to bid due date and will require Owner's written approval. Substitution requests are to be submitted for County review to the Project Manager and shall include all equipment and material cut sheets and manufacturers performance criteria data for all equipment and components for review and acceptance by the County. Naming acceptable manufacturers does not relieve the contractor from compliance with all design requirements shown on the drawings and technical specifications or listed herein. Engineer of Record is responsible to review the substitution(s) in order to make final equality recommendation to the Owner.

#### 2. Insert 6a. PRODUCTS as follows:

#### 6a. PRODUCTS

#### a. ACCEPTABLE MANUFACTURERS

Air Handlers shall be manufactured by one of the following:

- 1. Trane
- 2. Carrier
- 3. Lennox
- 4. Rheem
- 5. Pace

Requests for substitution are required to meet the specified requirements and performance criteria. Refer to Section 3 (Product Information) for additional requirements.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM - 3

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME:

PBSO Corrections Admin HVAC Modifications

PROJECT NUMBER:

2020-013776

#### **ADDENDUM NUMBER: FOUR**

DATE OF ISSUANCE: 10/16/2024

#### **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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the Bidder to disqualification.

This Addendum consists of four (4) pages.

#### CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "October 17, 2024 by 2:00 PM" to read "October 24, 2024 by 2:00 PM"

#### RESPONSES TO REQUESTS FOR INFORMATION:

#### FLORIDA MECHANICAL LLC

#### 2. Smoke Detector and Fire Alarm System Modifications

Question #1: The plans specify the removal of existing duct-mounted smoke detectors and their

disconnection from the Fire Alarm Control Panel (FACP) (Sheet ED202). Will any new smoke detectors be required to replace the existing ones, or will the

system be reconfigured in a different way?

Response: FICE: New smoke detectors are shown on E202; refer to sheet notes #4, 5 & 6

and keyed notes #5 & 6.

Question #2: Should there be a detailed testing plan to ensure all downstream devices remain

operational after the disconnection?

Page 1 of 4

#### Response:

- 1. Refer to ED202 demo keyed notes #5 note calls testing and ensuring of all downstream devices remain operational.
- 2. Refer to E202 modified keyed notes #5 & 6 for new SD.
- 3. Also refer to E502, E503 & E504 keyed notes #1.
- 4. E202: Add the following to the end of the keyed notes #5 "Coordinate final location of RTU w/owner in writing".

#### 3. Conduit and Wiring Routing

Question #3 The drawings show that conduits are to be installed diagrammatically, with routing to be determined in the field (General Notes, Sheet E001). Are there any specific locations that require conduit routing to be coordinated with other trades, or are there preferred routes for conduit installations?

**Response:** Contractor to field verify and coordinate installation with existing conditions as it best fits each required installation.

Question #4: What are the requirements for the type of conduit to be used in areas where the existing circuits need to be intercepted (Sheet ED202)?

**Response:** Refer to sheet E000 general notes and specifically notes #13 & 14 and their respective sub notes

#### 4. Coordination of Power Interruptions

Question #5: The scope requires pre-scheduling power interruptions with the owner and giving 72 hours' notice (General Notes, Sheet E001). Are there any known critical areas where power interruptions must be minimized, or should the power be rerouted to maintain operations during the work?

**Response:** Project requires branch circuit modifications only, a complete/total power outage should not be required. If for any reason a total power outage is needed by the Contractor, please coordinate with Owner.

#### 5. Equipment Removal and Salvaged Items

Question #6: The plans indicate that certain equipment must be removed and stored for later return to the owner (General Notes, Sheet E001). Can you provide a list of specific items that must be salvaged, as well as their storage requirements?

**Response:** We do not expect to salvage any existing equipment.

#### 6. Grounding and Lightning Protection Testing

Question #7: The project includes a requirement to check and test grounding and lightning Protection systems after equipment replacement (Sheet E000). Will a third party testing contractor be required to perform this work, or is this the responsibility of

the electrical contractor? Also, are there any specific testing methods or certifications required?

Response: All testing will be done by a 3rd party. The final installation needs to be LPI

certified.

# 7. Temporary Cooling Requirements

Question#8: Will temporary cooling be required during the replacement or modification of the

HVAC systems to maintain proper environmental conditions inside the building?

Response: Refer to M003 - General Notes and Temporary Services. We expect to not

displace PBSO staff from their work area.

Question#9: If so, can you provide details on the requirements for temporary cooling, including

capacity, duration, and any specific areas that must be kept operational during the work?

Response: Refer to M003 – General Notes and Temporary Services. Contractor to provide

equal capacity to what is existing for the duration it takes contractor to bring new

HVAC units online.

# <u>FARMER & IRWIN CORP.</u>

Question#10: Please clarify the areas involved and the amount of ceiling work to include in

our scope of work.

Response: Remove only those tiles and grids that are in the way of installing new ductwork.

This is considered construction means and methods. Reinstall only those that were not damaged during construction. Replace damaged ones with new to match

existing.

Question#11: Will ceilings need to be replaced with new grid and tiles in area required to remove

portions of the existing ceilings?

**Response:** Same as #10.

Question#12: What will be the extent of the post construction cleaning?

**Response:** Return the area to match or better condition to Owner.

Question#13: Will a cleaning service be required after work is completed?

Response: Yes. The site should be cleaned to its original condition or better. All construction

material, dust and debris shall removed from the site and the site shall be kept

clean at all times.

Question#14: To what extreme will temporary cooling be required? Will area spot coolers

suffice or will temporary AC unit need to be installed and tied into existing duct

on the roof?

Refer to M003 - General Notes and Temporary Services. Contractor to provide

equal capacity to what is existing for the duration it takes contractor to bring new HVAC units online. We expect to not displace PBSO staff from their work area.

Question#15: To what extent will construction signage and barricades be required for

pedestrian control?

See M101 for construction staging area. See M003 Phase Work and General Response:

Directives.

# CEDARS ELECTRO-MECHANICAL, INC.

Question #16: Ref: Exhibit 2, Drawing M004, "Chilled Water Piping System Cleaning, Testing

and Water Treatment. Please confirm if the notations provided within this section are to be included in the bid scope of work. Many items outlined in the referenced will impact the entire facility. Should these items be included in the bid scope, further information will need to be provided by the EOR regarding the existing

piping system beyond what has been provided in the exhibits.

Response: FICE: Refer to Drawing M004 >> CHILLED WATER PIPING SYSTEM

CLEANING, TESTING AND WATER TREATMENT NOTES notation. Delete said notation in entirety including its contents. Refer to CHW PIPING INSULATION NOTES and deleted the following SOW unrelated notations CHILLED WATER PUMPS and its contents. AIRSEPERATION AND CILLERS

and its contents. CHEMICAL FEEDER AND CHEMICAL FEEDER PIPING and

its contents.

IT IS REQUIRED THAT THIS ADDENDUM NO. FOUR (4), AND ANY PREVIOUSLY ISSUED ADDENDA(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

END OF ADDENDUM - 4

# www.altersurety.com

December 30, 2024

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

RE: Cedars Electro-Mechanical, Inc.

Project: Project Number 2020-013776, Corrections Administration - Air

**Conditioning Replacement** 

Bond No. S7A2SU0004663

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 note that failure to timely provide the undersigned with the requested information may impact coverage under the bond.

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: 305-397-1311

CFN 20250010501 OR BK 35486 PG 1119 RECORDED 1892025 169 PM Palm Beach County, Florik Joseph Abruzzo, Clark Pgr: 1119 - 1127; Open

# ALTER SURETY GROUP, INC.

**Bond Department - Public Works Bond** 

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

Bond Number: S7A2SU0004663

Contractor Cedars Electro-Mechanical, Inc.

Address & 211 North Federal Highway, Lake Worth Beach, FL 33460

Phone No.: 561-588-4088

Surety American Alternative Insurance Corporation

Address & 555 College Road East-PO Box 5241, Princeton, NJ 08543

Phone No.: 609-243-4200

Owner Name: Palm Beach County

Address & 2633 Vista Parkway, West Palm Beach, FL 33411

Phone No.: 561-233-0261

Contracting Public Entity (if different from the owner) Address &

Phone No.:

Contract/Project Number: Project Number 2020-013776

Project Name: Corrections Administration - Air Conditioning Replacement

Project Location: 3228 Gun Club Road, West Palm Beach, FL

Legal Description

And Street Address: 3228 Gun Club Road, West Palm Beach, Fl.

Description of Improvement: Air Conditioning Replacement

This bond is given to comply with section 255.05 Florida Statutes and 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) and (10), Florida Statutes. Any provision of this bond which conflict with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the bond.

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be pre-printed thereon.



# PUBLIC CONSTRUCTION BOND

BOND NUMBER	S7A2	SU0004663
BOND AMOUNT	\$733,	957.00
CONTRACT AMOUNT		\$733,957.00
CONTRACTOR'S NAM	E:	Cedars Electro-Mechanical, Inc.
CONTRACTOR'S ADDI	RESS:	211 North Federal Highway, Lake Worth Beach, FL 33460
CONTRACTOR'S PHON	√E:	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:		Corrections Administration - Air Conditioning Replacement
PROJECT NUMBER:		2020-013776_
CONTRACT NUMBER	(to be	provided after Contract award):
including reasonable inci	identals	To furnish all necessary materials, labor, supervision, permits, supplies, replace the Heating Ventilation and Air Conditioning (HVAC) outlined a provided by Capital Improvements Division.
PROJECT ADDRESS, F	PCN, or	LEGAL DESCRIPTION: 3228 Gun Club Road, West Palm Beach, FL
This Bond is issued in fa	vor of	the County conditioned on the full and faithful performance of the
KNOW ALL MEN BY	THESE	PRESENTS: that Contractor and Surety, are held and firmly bound unto
Form Rev. 1/8/24 Public	: Const	Page 1 of 4

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** 

\$ \$733,957.00

[Seven hundred thirty-three thousand nine hundred fifty-seven 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:

Corrections Administration - Air Conditioning Replacement

Project No.:

2020-013776

Project Description:

To furnish all necessary materials, labor, supervision, permits, supplies,

including reasonable incidentals replace the Heating Ventilation and Air

Conditioning (HVAC) outlined in Attachment "C" and addenda

provided by Capital Improvements Division.

Project Location:

3228 Gun Club Road, West Palm Beach, FL

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.

## 1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the contract between Principal and County for the construction of to furnish all necessary materials, labor, supervision, permits, supplies, including reasonable incidentals replace the heating ventilation and air conditioning (hvac) outlined in attachment "c" and addenda provided by capital improvements division, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- b. 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
- c. 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
- d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

Page 2 of 4

Form Rev. 1/8/24 Public Construction Bond

then this bond is void; otherwise it remains in full force.

- 2. 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, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

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.

Dated on, 20	PRINCIPAL: CEDARS ELECTRO- MECHANICAL, INC.						
_	MECHANICAL, INC.  By: Schan & Chalherd  Signature  Debra L. Chalhoub - president  (Print Name and Title)  (SEAL)  Address of Principal: 1701 W. Terrace Dr.						
Attest as to the signature of Principal	Debra L. Chalhoub-president						
Office Manager	(SEAL)						
	Address of Principal: 1701 W. Terrace Dr.						
Address of Witness: 456 lantern Tree lane, Wellington, Fr. 33414	Lake Worth Beach, FL 33460						

Page 3 of 4

Form Rev. 1/8/24 Public Construction Bond

	SURETY: American Alternative Insurance Corporation  By:  Signature
	Warren M. Alter, Attorney-in-Fact
Attest as the signature of Surety	(Print Name and Title)
Dawn Auspitz, Witness Title	(SEAL)
Address of Witness: 5979 NW 151st #202 Miami Lakes El 33014	Address of Surety: 555 College Road East - P.O. Box 5421 Princeton, NJ 08543

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,

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

its true and lawful Attomeys-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 <u>One Hundred Million Dollars (\$100,000,000</u>). Such bonds and undertakings for said purposes, when duly executed by said Attomey(s)-in-Fact, shall be binding upon said Company as fully and to thesame 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.

Bv:

	CORPORA)	WARREN THE PARTY OF THE PARTY O
DIESTON MANAGEMENT	SEAL 1923	NAME OF THE PARTY

Tradal Kom Michael G. Kerner President Attest: 133169-100 Ionacio Rivera Deputy General Coursel & 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



s February B, 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 (Sep 24, 2021 16 05 EDI) Ignacio Rivera

Deputy General Counsel & Secretary

TRS-1001-1

## FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (Corrections Administration - Air Conditioning Replacement, Project No. 2020-013776) 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 b	oe filled in at substantia	l completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

CEDARS ELECTRO-MECHANICAL, INC. (Contractor Name) (Seal)

By: Shud Chalhoul
(Contractor Signature)

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

American Alternative Insurance Corporation

(Surety Name)

(Seal)

By: (Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Form Rev. 03/19/20

#### **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 thesame 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.

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.

Bv:

Affest:

MINE SIE ORPOR47 1923 Force 13

field from Michael G. Kerner President 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 24<sup>th</sup> day of September, 2021, by Michael G. Kemer and Ignacio Rivera, who are personally known to me.



#### **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.
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  - 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.
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- 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 \_\_\_



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep. 24, 2001 16:06 EDI)

Ignacio Rivera Deputy General Counsel & Secretary

TRS-1001-1

# **Decrease RIDER**

#### BOND NO. <u>S7A2SU0004663</u>

To be attached and form a part of Bond No. <u>S7A2SU0004663</u> dated the <u>30</u> day of <u>December</u>, <u>2024</u>, executed by <u>American Alternative Insurance Corporation</u> as surety, on behalf of <u>Cedars Electro-Mechanical</u>, Inc. as current principal of record, and in favor of <u>Palm Beach County</u>, as Obligee, and in the amount of <u>Seven Hundred Thirty-three Thousand Nine Hundred Fifty-Seven & 00/100 (\$\$733,957.00).</u>

In consideration of the agreed premium charged for this bond, it is understood and agreed that <u>American Alternative Insurance Corporation</u> hereby consents that effective from the <u>20</u> day of <u>February</u>, <u>2025</u>, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

FROM: Seven Hundred Thirty-three Thousand Nine Hundred Fifty-seven & 00/100 (\$733,957.00)

TO: Seven Hundred Thirty-three Thousand Nine Hundred Fifty-one & 00/100 (\$733,951.00)

The Decrease of said bond penalty shall be effective as of the 20 day of February, 2025, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 20 day of February, 2025.

	Cedars Electro-I	
	16	PRINCIPAL
BY:		
	,	
	American Alternative Insuran	ice Corporation
BY:	1) w/	SURETY
** - * <del>,,</del>	Warren M. Alter, AT	FORNEY-IN-FACT

#### **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,

#### 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 thesame 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 WTNESS 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.



Jak l Kim Ву: Michael G. Kerner resident 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.



#### SECRETARY'S CERTIFICATE

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- 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.

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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

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 \_

20th **February** 20\_25



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Iprocio A. reco (Seo 24, 2621 16 06 FD1) Ignacio Rivera

Deputy General Counsel & Secretary

TRS-1001-1

# **ATTACHMENT #4**

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

August 13, 2024,

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: August 27, 2024

PROJECT NUMBER: 2020-013776

PROJECT MANAGER: Brian McNamara, Facilities Systems Project Manager

BID OPENING DATE: October 24, 2024

FIRM NAME	Florida Mechanical LLC	Cedars Electro-Mechanical, Inc.	Air Conditioning Filters Plus, Inc.		
PRIME LOCATION	LOCAL	LOCAL	LOCAL		
PRIME SBE STATUS	NON-SBE	SBE	SBE		
BID BOND	Yes	Yes	Yes		
BID	\$552,839.00	\$733,951.00	\$750,000.00		
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		entrad base
ADDENDUM 4	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
SBE SCHEDULE 1 Shall list the SIMIWRE Pilme and the names of <u>all</u> subcontractors regardless of BE status.)	Did not not list Siemens on Schedule 1	Satisfactory	Satisfactory		
SBE PARTICIPATION	10.75%	78.69%	89.13%		
SBE SCHEDULE 2 Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Did not provide separate Schedule 2 for Siemens	Satisfactory	Satisfactory		
	Bidder did not include required sub on a separate Schedule 2 or list Siemens on the Schedule 1		The bidder made an error in calculating the percentage for each contractor.		

COMMENTS: Section 2. SCOPE OF WORK - C. requires the contractor to subcontract with Siemens. However, the lowest bidder, Florida Mechanical, did not include Siemens on the Schedule 1 or provide a separate Schedule 2 for Siemens. Therefore, the award is recommended to Cedars Electro-Mechanical, Inc.

Bid Documents Opened By (Print Name): Diana Del Rio Cabrera	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	or the contractor. YES						
The recommended firm is registered in VSS. YES							
RECOMMENDED FOR APPROVAL:							

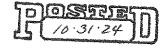
Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid: Cedars Electro-Mechanical, Inc.

Charlene La Mattina, Project Manager

Date

avid Hawke. Assistant Director

Date



# **ATTACHMENT #5**

## ANNUAL CONTRACT - HVAC Services #P-2024-006318: CONTROL SHEET

		ORIGINAL CONTRACT - HVAC SERVICES CO ES ABOVE THIS LINE			01/14/2025)			\$15,000,000.00 \$15,000,000.00				
		PROJECT INFO	ORMATION				DOL	LARS	S	BE PARTICIP	ATION	
DATE APPROVED	PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLE MENT#	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2020-013776	Corrections Administration - Air Conditioning Replacement	Cedars	\$733,951.00	25-003		\$956,551.00	\$14,043,449.00	577,580.36	0.00	78.69%	* -
			UNAIDE ROWS				16 - 62					
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$13,661,159.00	2,427,762.89	6,639.53	181.33%	0.50%							
		ELECTRICAL CONSTRUCTION ANNUAL		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CUMULATIVE SBE %	TOTAL MIWBE \$	CONTRACT CUMULATIVE M/WBE %			
~~~~	1	1 Advanced Roofing, Inc. dba Advanced Air Systems		Advanced	\$604,890.00		1.10%					
	2	Cedars Electro-Mechanical, Inc.		Cedars	\$733,951.00	\$ 577,580.36	78.69%	-	0.00%		<u> </u>	
				TOTAL	1,338,841.00	584,219,89	43.64%	6,639.53	0.50%	ĺ		

## NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

State of Florida at large

(Notary Seal)

ANGELA M. DUNN

MY COMMISSION #HH242861 EXPIRES: MAR 21, 2026 Bonded through 1st State Insurance