Agenda Item #: 3H-8

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 21, 2025	[X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department: Facilities Development & Opera	tions	

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 25-007 (Work Order) to the annual heating, ventilation and air conditioning (HVAC) services contract (R2025-0085) with Cedars Electro-Mechanical, Inc. (Contractor) in the amount of \$3,351,795 for the Main Courthouse AHUs Replacement project for a period of 260 calendar days from notice to proceed.

Summary: The project consists of the replacement of seven (7) existing air handler units (AHUs) in the basement, 4th floor, 5th floor, and 10th floor of the Main County Courthouse building located at 205 N. Dixie Highway in West Palm Beach. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, shop drawings, permitting and all miscellaneous requirements necessary to replace the AHU systems that are at the end of their service life. 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 260 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 \$180 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 87.83%. To date, the Contractor's SBE participation on its annual HVAC services contract is 85.23%. The overall SBE participation across all the annual HVAC services contracts to date is 67.58%. This contract is subject to emergency ordinance R2025-014 approved by the BCC on June 3, 2025. This project will be funded with County ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 7 (MWJ)

**Background and 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. Of the five (5) bids received, the Contractor submitted a responsive and responsible bid within 10% of the lowest non-small business bid. Pursuant to Section 2-80.27 of the Equal Business Opportunity Ordinance, award is recommended to the Contractor.

#### Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 25-007
- 4. Bid Summary
- 5. Annual Contract HVAC Services #P-2024-006318: Control Sheet
- 6. Nongovernmental Entity Human Trafficking Affidavit
- 7. Emergency Ordinance Notification Letters

Recommended by:	In Cala	9/26/25
PWY ( *10.12)	Department Director	Date
Approved by:	Fee	idales
	Deputy County Administrator	Date

### II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of	f Fiscal Impact:				
Fisca	al Years	2026	2027	2028	2029	2030
Oper Exter Prog	tal Expenditures ating Costs rnal Revenues ram Income (County) ind Match (County	\$3,521,385 				
# AD	FISCAL IMPACT DITIONAL FTE ITIONS (Cumulative)	<u>\$3,521,385</u>	<u>-0-</u>	-0-	_0-	-0-
Is th	em Included in Current is item using Federal Fu is item using State Fund	nds?		Yes <u>X</u> Yes Yes	No NoX NoX	
_	get Account No:					
<u>Func</u>	<u>1164</u> <u>Dept</u> 41	<u>Unit</u> 1	<u>07A-18</u>	Object 490°	7	
	CONSTRUCTION STAFF COSTS CONTINGENCY TOTAL	\$3,351,795 \$ 169,589 \$ 0 \$3,521,384	.75 <u>.00</u>			
В.	Recommended Sources	s of Funds/Sum	mary of Fis	scal Impact:		
	These are County ARP	A Response Rep	olacement f	unds that do n	ot require a lo	ocal match.
C.	Departmental Fiscal R					
		III. <u>REV</u>	IEW COM	<u>MENTS</u>		
A.	OFMB Fiscal and/or C	ontract Develop	1/2	MUS //	and Control	9/30/25 24 7.30.25
В.	Legal Sufficiency:  Assistant County Attorn	10(7/2 ey	.5	ν		
C.	Other Department Rev	iew:				
	Department Director					

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

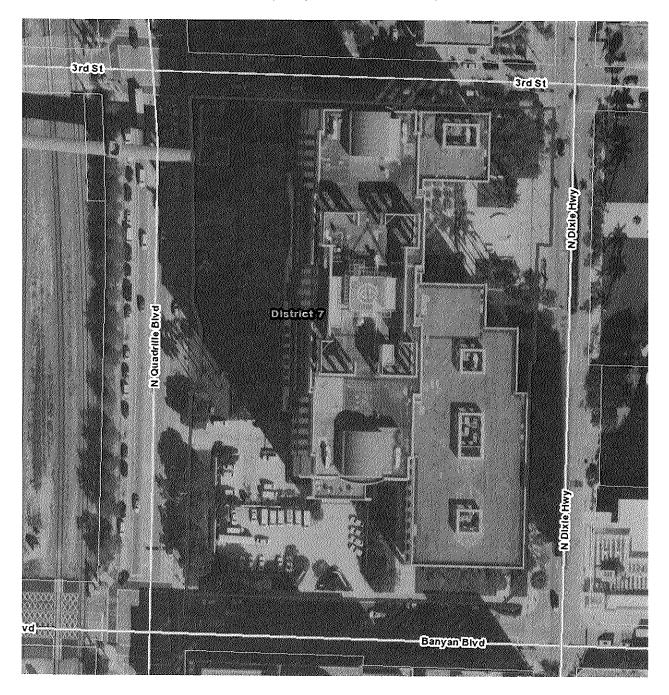
## **ATTACHMENT #1**

## **LOCATION MAP**

Project No: Project Name: 2023-040820

Main Courthouse AHUs Replacement

205 N. Dixie Highway, West Palm Beach, FL 33401 Location:



#### BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/13/2025  PROJECT MANAGER: Henry Madriz, Project Manager  PROJECT TITLE: Main Courthouse AHUs Replacement Project (Same as CIP or IST, if applicable)  ORIGINAL CONTRACT AMOUNT:	PHONE: (561)233-0165
PROJECT TITLE: <u>Main Courthouse AHUs Replacement Project</u> (Same as CIP or IST, if applicable)	
(Same as CIP or IST, if applicable)	ICT DI ANDIDICATO
	ICT DI ANDIDIO NO
ORIGINAL CONTRACT AMOUNT:	ተርያም ጥን ለ እንአንተው እንደ
	IST PLANNING NO.:
REQUESTED AMOUNT: \$3,521,384.75	BCC RESOLUTION#: R2020-0019 DATE:
eFDO # / PROJECT NUMBER: 2023-040820 P-2024-003837	
W.O. NUMBER: 25-007	
CSA or CHANGE ORDER NUMBER:	
SERVICE LOCATION: 205 N. Dixie Highway, West Palm Beach, FL	
BUILDING NUMBER: 603	
CONSULTANT/CONTRACTOR: Cedars Electro-Mechanical, Inc.	(HVAC)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES T	
CONSULTANT/CONTRACTOR: To furnish all material, labor, super	
reasonably incidental to remove and replace seven (7) air handling units	s (AHUs) per Attachment "C" and Addenda
provided by Capital Improvements Division.	· ·
CONSTRUCTION \$3,351,795.00	
PROFESSIONAL SERVICES \$	
STAFF COSTS* \$169,589.75 EQUIP. / SUPPLIES \$	
EQUIP. / SUPPLIES \$ CONTINGENCY \$	
TOTAL \$3,521,384.75	
* By signing this BAS your department agrees to these CID staff charges and your by FD&O. Unless there is a change in the scope of work, no additional staff charges of \$250,000 or greater, staff charges will be billed as actual and reconcil Facilities Management or ESS staff your department will be billed actual hours.	harges will be billed. If this BAS is for construction led at the end of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than	ın one and order in which funds are to be usea
FUND: 1164 DEPT: 410 UNIT: 107A-	-18 OBJ: 4907
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check :	and provide detail for all that apply)
	eture Sales Tax (Amount \$
	source/type: (Amount \$ )
	ees: (Amount \$
Other (source/type: ARPA Amount \$ \$3,521,3\$4.75	
11110001100	
DEPARTMENT: FDO	
DEPARTMENT: FDO    Specific and production of the control of the c	NHEATO Sylan, E-KSylan@olin.gov
DEPARTMENT: FDO  13/25 BAS APPROVED BY: Karyn Sykes  ENCUMBRANCE NUMBER:	

### **ATTACHMENT #3**

#### WORK ORDER 25-007 TO ANNUAL CONTRACT R2025-0085 FOR HVAC

PROJECT NAME: MAIN COURTHOUSE AHUS REPLACEMENT PROJECT NO. 2023-040820

Λ\α1 · · · · · · · · · · · · · · · · · · ·	
THIS WORK ORDER is made as of \\U \text{Utber 21 7625}	by and between
Palm Beach County, a political subdivision of the State of Florida, by and thro	ugh its Board of
County Commissioners, hereinafter referred to as "Owner", and Cedars Electro-l	Mechanical, Inc.,
a Florida Profit Corporation, authorized to do business in the State of Florida, wl	nose Federal ID#
is 65-0213904 hereinafter referred to as "Contractor".	

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 1/14/2025 (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 between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$3,351,795.00 for the construction costs to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace seven (7) air handler units (AHUs) per 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 260 calendar days from notice to proceed of permit issuance. Liquidated Damages are \$180/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 85.23% SBE subcontracting participation on this Contract. Contractor will provide 87.83% on this Work Order.
- **6.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2

1

EBO Schedules 1 and 2
APIs
Addenda
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

- 7. <u>Emergency Ordinance</u>. The Contract and this Work Order is subject to the County Emergency Ordinance 2025-014, approved by the Board of County Commissioners on June 3, 2025.
- **8. Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows:

Section 3.6 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

3.6 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Contractor warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

Section 3.7 of the "Instructions To Bidders" of the Contract, is deleted in its entirety and replaced with the following:

Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include a commercial non-discrimination clause.

**Project Name:** 

Main Courthouse AHUs Replacement Project

**Project Number:** 

2023-040820

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: MICHAEL A. CARUSO, CLERK & BOARD COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida, OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Marina G. Marino, Mayor
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By:

Project Name:

Main Courthouse AHUs Replacement Project

Project Number:

2023-040820

WITNESS: FOR CONTRACTOR

CONTRACTOR: CEDARS ELECTRO-

MECHANICAL, INC.

**SIGNATURE** 

Signature

Signature

Angela M. Dunn

Name (type or print)

SECICE THE Title

(Corporate Seal)

#### QUOTE/BID FORM

PROJECT NUMBER: 2023-040820

PROJECT NAME: Main Courthouse AHUs Replacement Project

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

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

### THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT	\$ \$3,351,795.00
Written amount Three Million Three Hundred Fifty-Or	ne Thousand Seven Hundred Ninety Five Dollars and 00/XX
2. Bidder commits to achieving the APIs applicabl A and as submitted on its EBO Schedules 1 and 2	2. Acknowledgement of Change
3. Is the Bidder a Palm Beach County certified S/	M/WBE? Yes X No Contractor's Initials FDO Director's Initials
4. Commercial Non-Discrimination Certification agrees that the following information is correct: Bidder has considered all proposals submitted	In preparing its response to this Solicitation, the I from qualified, potential Subcontractors and
suppliers, and has not engaged in "discrimina' Nondiscrimination Policy as set forth in Resolution	on <del>2017-1770</del> as amended, to wit: discrimination the ment of any Subcontractor, vendor, supplier or
commercial customer on the basis of race, colo marital status, familial status, sexual orientation	or, national origin, religion, ancestry, sex, age, on, gender identity or expression, disability, or wise unlawful use of characteristics regarding the

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

Quote/Bid Form Page 1

Form Rev. 8/22/24 Quote/Bid Form - NonFederal

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017- 2025-0748 1770 as amended.

- 5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.
- 6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

 Addendum #7
 dated 5/5/25
 Addendum #8 dated 5/14/2025

 Addendum # 1
 dated 2/14/2025
 Addendum# 3
 dated 3/31/2025

 Addendum # 2
 dated 3/17/2025
 Addendum# 4
 dated 4/01/2025

 Addendum # 5
 dated 4/18/2025
 Addendum # 6
 dated 4/17/2025

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

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

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.

	Contractor Name
05/16/25	Tool B.
Date	Signature
	IBRAHIM CHALHOUB - SECRETARY

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

**Print Name and Title** 

Quote/Bid Form Page 2

Form Rev. 8/22/24 Quote/Bid Form - NonFederal



Department of State / Division of Corporations / Search Records / Search by Entity Name /

#### **Detail by Entity Name**

Florida Profit Corporation
CEDARS ELECTRO-MECHANICAL, INC.

Filing Information

**Document Number** 

S01192

FEI/EIN Number

65-0213904

Date Filed

09/07/1990

State

FL.

Status

**ACTIVE** 

Principal Address

211 N. Federal Hwy.

Lake Worth Beach, FL 33460

Changed: 01/20/2020

Mailing Address

211 N. FEDERAL HWY

LAKE WORTH Beach, FL 33460

Changed: 01/20/2020

Registered Agent Name & Address

CHALHOUB, Debra L 1701 W. Terrace Drive LAKE WORTH, FL 33460

Name Changed: 01/11/2017

Address Changed: 01/11/2017

Officer/Director Detail

Name & Address

Title secretary

CHALHOUB, IBRAHIM H. 1701 W. Terrace Drive LAKE WORTH, FL 33460

Title President

CHALHOUB, DEBRA L 1701 W. Terrace Drive LAKE WORTH, FL 33460

Title VP

Chalhoub, John I 626 North Palmway Lake Worth, FL 33460

#### **Annual Reports**

Report Year	Filed Date
2023	01/20/2023
2024	01/09/2024
2025	01/06/2025

#### **Document Images**

01/06/2025 ANNUAL REPORT	View image in PDF format
01/09/2024 ANNUAL REPORT	View image in PDF format
01/20/2023 ANNUAL REPORT	View image in PDF format
01/12/2022 ANNUAL REPORT	View image in PDF format
01/22/2021 ANNUAL REPORT	View image in PDF format
01/20/2020 ANNUAL REPORT	View image in PDF format
01/24/2019 ANNUAL REPORT	View image in PDF format
01/16/2018 ANNUAL REPORT	View image in PDF format
02/22/2017 AMENDED ANNUAL REPORT	View image in PDF format
01/11/2017 ANNUAL REPORT	View image in PDF format
02/18/2016 ANNUAL REPORT	View image in PDF format
01/14/2015 ANNUAL REPORT	View image in PDF format
02/07/2014 AMENDED ANNUAL REPORT	View image in PDF format
01/17/2014 ANNUAL REPORT	View image in PDF format
01/18/2013 ANNUAL REPORT	View image in PDF format
01/12/2012 ANNUAL REPORT	View image in PDF format
01/18/2011 ANNUAL REPORT	View image in PDF format
02/19/2010 ANNUAL REPORT	View image in PDF format
03/24/2009 ANNUAL REPORT	View image in PDF format
01/09/2008 ANNUAL REPORT	View image in PDF format
01/04/2007 ANNUAL REPORT	View image in PDF format
01/24/2006 ANNUAL REPORT	View Image in PDF format
01/21/2005 ANNUAL REPORT	View image in PDF format
01/07/2004 ANNUAL REPORT	View image in PDF format
01/23/2003 ANNUAL REPORT	View image in PDF format
02/20/2002 ANNUAL REPORT	View image in PDF format
02/19/2001 ANNUAL REPORT	View image in PDF format
02/15/2000 ANNUAL REPORT	View image in PDF format
03/08/1999 ANNUAL REPORT	View image in PDF format

02/11/1998 ANNUAL REPORT	View image in PDF format
03/07/1997 ANNUAL REPORT	View image in PDF format
05/01/1996 ANNUAL REPORT	View image in PDF format
04/25/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

#### Diana Delrio Cabrera D.

From:

FDO-CID-Bids

Sent:

Thursday, June 12, 2025 9:01 AM

To:

czuluaga@integca.com; jlarez@integca.com; Florida Mechanical LLC; Cedars Electro Mechanical Inc (bids@cedarsinc.com); Cedars Electro Mechanical Inc; Advanced Roofing dba Advanced Air Systems; viratb (viratb@advancedairsystem.com); Luis D Quintana;

Aquarius Air Conditioning & Refrigeration Inc (yunior@aquariusairconditioning.com)

Cc:

Henry Madriz

Subject:

2023-040820 Main Courthouse AHUs Replacement Project Bid Summary

#### Good morning,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on May 16, 2025.

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



Kind regards,

Diana Del Rio Cabrera

Procurements Specialist | Capital Improvements Division Palm Beach County Facilities Development & Operations 2633 Vista Parkway | West Palm Beach, FL 33411

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.

#### 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  $\boxtimes$ . 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.

#### 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. 10/28/24 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing

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

PROJECT NUMBER: 2023-040820

PROJECT NAME: Main Courthouse AHUs Replacement Project

DATE: March 20, 2025

#### **BID BOND**

#### STATE OF FLORIDA

#### COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Cedars Electro-Mechanical, Inc.

A		'Principal"), and
American Alternative Insurance Corporation	(hereinafter called '	'Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision	on in the State of Florida	, by and through its Board of
County Commissioners, (hereinafter called "County")		
Dollars,(\$ <u>5</u>	5% of Amount Bid	), (which sum
is at least 5% of the bid price), lawful money of the	United States of Ameri	ca, for the payment of which
sum will and truly to be made, we bind ourselves, our h	ieirs, executors, adminis	trators and successors, jointly
and severally, firmly be these presents;		•
WHEREAS, the "Principal" contemplates submittin Commissioners, Palm Beach County, Florida, for fur equipment, machinery, tools, apparatus, services, all	nishing and paying for a	all necessary labor materials,

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: (Project name: Main Courthouse AHUs Replacement Project and Number: 2023-040820), 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. 8/22/24 Bid Bond - NonFederal

PROJECT NUMBER: 2023-040820 PROJECT NAME: Main Courthouse AHUs Replacement Project DATE: March 20, 2025 IN WITNESS WHEREOF, the said \_\_\_\_Cedars Electro-Mechanical, Inc. as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_ presiden \_, and attested by its \_ Secretary under the corporate seal, and the said American Alternative Insurance Corporation "Surety" as herein, has caused these presents to be signed in its name, by its attorney-in-fact \_\_\_\_, and attested by its corporate Seal, this 13th day of February , A.D., 20 25 ATTEST: (SEAL) Cedars Electro-Mechanical, Inc. (Contractor Name) TITLE: SECRETARY Print Name and Title: Debra L. Chalhoub president ATTEST: As per attached power of attorney (SEAL) American Alternative Insurance Corporation

(Surety Name)

(Signature)

Warren M. Alter, Attorney-in-Fact

Print Name and Title:

By

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

Bid Bond / Page 2

Form Rev. 8/22/24 Bid Bond - NonFederal

Dawn Auspitz Print Name

TITLE: Witness

#### 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 undertakings so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of <a href="Month Hundred Million Dollars">Month Hundred Million Dollars</a> (\$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:	Thatal farm	
<b>3</b> ·	Michael G. Kerner President	
Attest:		
	Ignacio Rivera Deputy General Counsel & Secretary	

#### STATE OF NEW JERSEY, COUNTY OF SOMERSET

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



s February 8, 2026

#### SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 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;
- 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.

February Witness the hand of the undersigned and the seal of said Corporation this \_\_\_\_\_day of \_



AMERICAN ALTERNATIVE INSURANCE CORPORATION

innucio Rivera (Sep. M. 2021 10 00 EDI) Ignacio Rivera

Deputy General Counsel & Secretary

TRS-1001-1

#### **OEBO SCHEDULE 1\***

SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2025  COUNTY DEPARTMENT: Capital Improvements Division  Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:  NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, Inc.  ADDRESS: 211 N. Federal Highway, Lake Worth Beach, FL 33461  CONTACT PERSON: Debra L. Chalhoub PHOND. 561-588-4088 E-MAIL: debrac@cedarsinc.com  PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,770.175.00  Sib Prime's must include their percentage or dollar amount in the Total Participation line under section B.  Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:  Subcontractor/Sub consultant Name  (Check all Applicable Categories)  Non-SBE  SBE  PERCENTAGE OF WORK  Cedars Electro-Mechanical, Inc.  2 3021 N. Commerce Pkwy, Miramar, FL SIEM0006  Sismons Industry, Inc.  2 3021 N. Commerce Pkwy, Miramar, FL SIEM0006  Sismons Industry, Inc.  3 498,000.00  Godfrey Electric, Inc.  4 302 Springdale Circle, Palm Springs, FL 33461 VS0000023520  Total 1222 Omar Rd, WPB, FL 33405 VC0000015055  L. 213 N. Federal Highway, Lake Worth Beach, FL 33461 VS0000023520  Total Cartified SBE Participation S 2,943,795.00  Total Bid/Other Mice S 3,351,795.00  Total Cartified SBE Participation S 2,943,795.00  Total Cartified SBE Participation S 2,943,795.00	SOLICITATION/PROJECT/BID NAME: Main County Courthouse AHUs Rep	placement so	LICITATION/PROJECT/BID N	O.:
NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, Inc.  ADDRESS: 211 N. Federal Highway, Lake Worth Beach, FL, 33481  CONTACT PERSON: Debra L. Chalihoub  PHONE NO.: 561-588-4988  F-MAIL: debrac@cedarsinc.com  PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,770,175.00  SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.  Section B  PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:  Subcontractor/Sub consultant Name  (Check all Applicable Categories)  Non-SBE  SBE  PERCENTAGE OF WORK  Cedars Electro-Mechanical, Inc. 1 211 N. Federal Highway, LW Beach, Fl. 33460 VC0000014140  X \$2,770,175.00  Siemens Industry, Inc. 2 3021 N. Commerce Pkwy., Miramar, Fl. SIEM0006  Godfrey Electric, Inc. 3 1222 Omar Rd., WPB, FL. 33405 VC00000115055  Universal Test & Balance, LLC 4 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520  Total Cartified SBE Participation S  (Please use additional sheets if incressary)  Total  Total Cartified SBE Participation S  Q-943,795.00  Vice (resident	SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2025 COUNTY DEPARTMENT: Capital Improvements Division			
CONTACT PERSON: Debra L Chalhoub PHONE NO.: 561-588-4088 E-MAIL: debrac@cedarsinc.com  PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,770,175.00 Non-SBE SBE  SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.  Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:  Subcontractor/Sub consultant Name (Check all Applicable Categories) DOLLAR AMOUNT OR PERCENTAGE OF WORK  Cedars Electro-Mechanical, Inc. 1. 211 N. Federal Highway, LW Beach, FL 33460 VC0000014140 X \$2,770,175.00  Siemens Industry, Inc. 2. 3021 N. Commerce Pkwy., Miramar, Fl. SIEM0006 X \$408,000.00  Godfrey Electric, Inc. 3. 1222 Omar Rd., WPB, FL 33405 VC00000115055 X \$172,000.00  Universal Test & Balance, LLC A 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520 X \$1,620.00  Total Bid/Offer Price \$3,351,795.00  Total Bid/Offer Price \$3,351,795.00  Total Cartified SBE Participation \$2,943,795.00  Total Cartified SBE Participation \$2,943,795.00  Total Cartified SBE Participation \$2,943,795.00  Vice Carcidocat  John Chalhoub	Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF	WORK TO BE COMPLE	ETED BY THE PRIME CONTRA	CTOR/CONSULTANT* ON THE PROJECT:
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,770.175.00   Non-SBE   SBE    Section B Please List The Dollar amount in the Total Participation line under section B.    Check all Applicable Categories    DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:    Subcontractor/Sub consultant Name   Non-SBE   SBE   PERCENTAGE OF WORK	NAME OF PRIME RESPONDENT/BIDDER: Cedars Electro-Mechanical, I	nc.	ADDRESS: <u>211 N. F</u>	ederal Highway, Lake Worth Beach, FL. 33460
Section B  PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:    Check all Applicable Categories   DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:    Subcontractor/Sub consultant Name	CONTACT PERSON: Debra L. Chalhoub	PHONE NO	o.: <u>561-588-4088</u>	E-MAIL: debrac@cedarsinc.com
Subcontractor/Sub consultant Name    Check all Applicable Categories   DOLLAR AMOUNT OR PERCENTAGE OF WORK		ne under section B.		
Subcontractor/Sub consultant Name  Non-SBE  SBE  PERCENTAGE OF WORK  Cedars Electro-Mechanical, Inc. 1. 211 N. Federal Highway, LW Beach, Fl. 33460 VC0000014140  Slemens Industry, Inc. 2 3021 N. Commerce Pkwy., Miramar, Fl. SIEM0006  Godfrey Electric, Inc. 3. 1222 Omar Rd., WPB, FL. 33405 VC00000115055  Universal Test & Balance, LLC 4. 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520  S.  (Please use additional sheets if necessary)  Total Sid/Offer Price \$ 3,351,795.00  Total Bid/Offer Price \$ 3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00	Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF	WORK TO BE COMPLE	ETED BY <u>ALL SUBCONTRACT</u>	ORS/SUBCONSULTANTS ON THE PROJECT BELOW:
Cedars Electro-Mechanical, Inc.   1. 211 N. Federal Highway, LW Beach, Fl. 33460 VC0000014140   X   \$2,770,175.00		(Check all Applicable C	Categories)	DOLLAR AMOUNT OR
1. 211 N. Federal Highway, LW Beach, Fl. 33460 VC0000014140	Subcontractor/Sub consultant Name	Non-SBE	<u>SBE</u>	PERCENTAGE OF WORK
2. 3021 N. Commerce Pkwy., Miramar, Fl. SIEM0006  Godfrey Electric, Inc. 3. 1222 Omar Rd., WPB, FL. 33405 VC00000115055  Universal Test & Balance, LLC 4. 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520  S. (Please use additional sheets if necessary)  Total Bid/Offer Price \$ 3,351,795.00  Total Bid/Offer Price \$ 3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00	Cedars Electro-Mechanical, Inc. 1. 211 N. Federal Highway, LW Beach, Fl. 33460 VC0000014140		×	\$2,770,175.00
3. 1222 Omar Rd., WPB, FL. 33405 VC00000115055  Universal Test & Balance, LLC 4. 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520  (Please use additional sheets if necessary)  Total Bid/Offer Price \$ 3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00  Thereby certify that the above information is accurate to the best of my knowledge: John Chalhoub		X		\$ 408,000.00
4. 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520  5.   (Please use additional sheets if necessary)  Total Bid/Offer Price \$ 3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00  Thereby certify that the above information is accurate to the best of my knowledge: John Chalhoub		y Community	x	\$ 172,000.00
(Please use additional sheets if necessary)  Total \$3,351,795.00  Total Bid/Offer Price \$ 3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00  Thereby certify that the above information is accurate to the best of my knowledge: John Chalhoub	Universal Test & Balance, LLC 4. 302 Springdale Circle, Palm Springs, Fl. 33461 VS0000023520		x	\$ 1,620.00
Total \$3,351,795.00  Total Certified SBE Participation \$ 2,943,795.00  I hereby certify that the above information is accurate to the best of my knowledge: John Chalhoub	5.			
I hereby certify that the above information is accurate to the best of my knowledge: John Chalhoub	(Please use additional sheets if necessary)			Total \$3,351,795.00
	Total Bid/Offer Price \$ 3,351,795.00		Total Certified SBE Part	icipation \$ 2,943,795.00
Name & Authorized Signature Title	I hereby certify that the above information is accurate to the best of my knowledge:	<u> </u>	Jh.	•
Note: 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.	Note: 1. The amount listed on this form for a Subcontractor/sub consultant must be suppo		10	• • • • • • • • • • • • • • • • • • • •

- Only those firms certified by Palm Beach County at the time of solicitation 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.
- 4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for

must will r	er) and should be treated as such. All Subcontract properly execute this document. If a Mandator esult in a determination of non-responsiver itted with the bid/proposal.	ors/subconsulta ry API goal api	olies, failure t	o submit a prope	erly executed Schedule 2
SOLIC	ITATION/PROJECT NUMBER: 2023-040820			***	
SOLIC	ITATION/PROJECT NAME: Main Courthouse AH	Us Replacem	ent		
	Contractor: Cedars Electro-Mechanical, Inc.	Su	bcontractor:		019100
(Chec	k box(s) that apply)				
XX SE	E 🗆 Non-SBE 🗆 Supplier	Date of Pal	m Beach Coun	ty Certification (if a	oplicable): <u>6/15/2023</u>
work t	ARTICIPATION — SBE Primes must document all work to be performed or items supplied with the dollar amount ated with the service/product being supplied. SBE credit we attached to a properly executed Schedule 2 for addition	t and/or percenta vill only be given fo	ge for each wo	rk item. When applic	able, identify the line item(s)
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	HVAC				\$2,770,175.00
at the	ndersigned Subcontractor/subconsultant is prepared to se following total price or percentage: undersigned intends to subcontract any portion of this w nt below accompanied by a separate properly executed s	ork to another St			
	Name of 2 <sup>nd</sup> /3 <sup>rd</sup> tier Subcontractor/subconsultant	Pr	ice or Percenta	ge:	
	Cedars Electro-Mechanical, Inc.	P:	int Name of Su	ocontractor/subconsu	eltant
	Ву:				
	Authorized Signature	D	y	Authorized Signatu	ıre
	John Chalhoub				
	Print Name	F	rint Name	<del></del>	
	Vice President				
	Title	τ	tle		
	Date: 9/17/2025		ate:		

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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2

will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2023-040820 SOLICITATION/PROJECT NAME: Main Courthouse AHUs Replacement Project Prime Contractor: Cedars Electro-Mechanical, Inc. \_Subcontractor:\_\_\_ Siemens Industry (Check box(s) that apply) ☐ SBE 🗵 Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable):\_ SBE PARTICIPATION - SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information. Unit Price Quantity/ Contingencies/ Total Price/Percentage Line Item Description Units Allowances Item 1 Controls \$408,000.00 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: 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. Siemens Industry Print Name of Subcontractor/subconsultant Print Name of Prime Digitally signed by Lague Daniel
DN: cn=Lague Daniel
and beautiful
and b Lague By: Daniel Authorized Thinkfüre ---Authorized Signature Dan Lague John Chalhoub Print Name Vice President Account Executive Title Title 9-17-2025 Date: September 17, 2025 Date:

<sup>\*</sup>Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be

submitted with the bid/proposal. 2023-040820 SOLICITATION/PROJECT NUMBER: \_\_\_ SOLICITATION/PROJECT NAME: Main Courthouse AHUs Replacement Project Prime Contractor: Cedars Electro-Mechanical, Inc. \_Subcontractor: Godfrey Electric, Inc. (Check box(s) that apply) Ž SBE □ Non-SBE □ Supplier Date of Palm Beach County Certification (if applicable): 4/15/2025 SBE PARTICIPATION - SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information. Line Item Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** 1 Electrical \$172,000.00 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: 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 Eelctro-Mechanical, Inc. Godfrey Electric, Inc. Print Name of P Print Name of Subcontractor/subconsulta Authorized Signature Authorized Signature John Čhalhoub Print Name Print Nam Vice President Title Title Date: 9/17/2025 Date:

<sup>\*</sup>Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

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. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2023-040820 SOLICITATION/PROJECT NAME: Main Courthouse AHUs Replacement Project Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Universal Test & Balance, LLC (Check box(s) that apply) X SBE □ Non-SBE □ Supplier Date of Palm Beach County Certification (if applicable): 5/31/2023 SBE PARTICIPATION - SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information. Line Item Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** ltem Units Allowances 1 Testing, Balancing, Adjusting \$1,620.00 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: 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. Universal Test and Balance, LLC Print Name of Prime Print Name of Subcontractor/subconsultant <sub>By:</sub> Charleigh Heater Authorized Signature **Authorized Signature** Charleigh Heater John Chalhoub **Print Name** Vice President Owner/Operator

Title

Date: <u>9/17/2025</u>

Title

Date:

9/17/25

### CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C

#### PROJECT REQUIREMENTS

Annual Contract - Heating, Ventilation & Air Conditioning (HVAC) Services

Contact:

Henry Madriz, Project Manager

Phone:

(561)233-0165

Project Title:

Main Courthouse AHUs Replacement

Project #:

2023-040820

Project Location: 205 N. Dixie Highway, 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 Heating, Ventilation & Air Conditioning (HVAC) Services for additional requirements.
- c. Work to be completed during 8:00 a.m. to 5:00 p.m. weekend hours or weekdays 5:00 p.m. to 11:00 p.m. Monday to 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 two hundred sixty (260) 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 \$180 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, equipment clearances, and maintenance access during the site inspection, to include if required any building heat load calculations.

#### 2. SCOPE OF WORK

To remove and replace seven (7) air handling units (AHUs) per the project requirements provided below:

a. Remove the existing Trane Air Handlers Units (AHUs) and replace with project specific Palm Beach County approved equal, using the specifications provided. Refer to section 6 Equipment Manufacturers. AHUs to be replaced are 02 (basement), 12, 13, 14 (4th Floor), 15 (5th Floor), 25, 26 (10th Floor).

Page 1 of 5

controls. Any upgrades have to be compatible with existing Siemens system. See Exhibits "1-7"

- c. Provide new chilled water valves on return side.
- d. Provide new return, supply and fresh air dampers and actuators.
- e. Replace all fresh air ductwork within the mechanical room "like for like".
- f. Replace supply plenums within Mechanical room with doubled wall duct.
- g. Replace or provide and install new thermometers and pressure gauges on supply and return chilled water lines for each air handler.
- h. Reuse equipment identification tags (i. e. AHU6 / AHU7, etc.) or replace with new and relabel all water lines, ductwork, accessories, etc. consistent with existing identification, where necessitated by replacement (i.e. chilled water / return water, etc.).
- i. Provide and install a new existing identification, where necessitated by replacement (i.e. chilled water / return water, etc.). Include directional flow arrows.
- j. Provide a single wall-mounted VFD with motor overload protection capable of servicing multiple fans as identified in AHU specs. See Exhibit "2".

#### k. DDC Controls:

- 1. Demo existing pneumatics to control valve and AHU damper actuators.
- 2. New Control Panel with new Siemens PXCM and expander modules.
- 3. Provide with Siemens' Desigo Licenses. Installed and commissioned by Siemens local Branch office.
- 4. Remove existing panel and replace with new enclosure and back plate. Reuse existing 120volt circuit.
- 5. Replace Supply, Mixed, Return, Air Duct Temperature sensors.
- 6. Replace Return air Humidity Sensor (New).
- 7. Replace Return air C02 sensor (New).
- 8. Replace Filter DP switch.
- 9. Replace fan run proof switch.
- 10. New Chilled Water Valve Control Actuator.
- 11. Replace OA Air flow measurement stations with new Ebtron.
- 12. Water detection device (New).
- 13. Replace OA air damper actuators with 24vac electric type.
- 14. Replace CHW Supply and Return temperature sensors.
- 15. Verify all operations of AHU and AHU Smoke sequence.
- Reuse existing blue pneumatic control panel. Verify all devices are operational.

- I. Ensure all drain lines are flushed, pressurized, unblocked, cleared and fully operational.
- m. All penetrations, joints, taps, splices, re-insulation, re-connections shall be sealed and patched to meet code requirements.
- n. Document system pressure test and balanced, recalibrated before running load amps, and provide County the test and balance report by third- party licensed HVAC contractor.
- o. The contractor will provide "As-Built" documents including drawings and equipment specification, manufactures warrantees, and building permit certificate of completion.
- p. System shall be started after installation is complete, and tested & balanced for proper operation with County Project Manager (PM) present. The testing and balanced report shall be performed by a 3<sup>rd</sup> party inspection & licensed company.
- q. Provide all necessary piping, electrical, control wiring to make the system fully operational per manufacture specifications. The contractor is not required to upgrade the existing Siemens BAS to correspond with the new AHU equipment, since this scope of the work will be performed by FMD with back net wiring capability and meet present monitoring standards of the County to be viewed remotely. Contractor shall coordinate with BAS supplier for getting existing systems disconnected and reconnected. The existing BAS is serviced and supplied by Siemens. As reference all bidders should reach out to Daniel Lague at (561) 568-9891 Project Manager to coordinate and obtain any further upgrade information.
- r. Pre-conditioning units damaged are under a separate work scope and will fixed and repaired by PBC FMD.
- s. All new air handlers to be engineered & Fit with Merv # 13 air filters at substantial completion. PBC-FMD shall be provided 6-months' supply of Merv filters.

#### 3. PRODUCT INFORMATION

Manufacturer used as the Basis of Design is Trane. Any others must meet or exceed all specified requirements. Any substitution to the County must be submitted by the Prime Contractor at least (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. Palm Beach County is responsible to review the substitution(s) in order to make final equality recommendation to the Owner.

#### 4. SUBMITTALS

All submittals and shop drawings shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any

necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

#### 5. EXISTING EQUIPMENT

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

#### 6. EQUIPMENT MANUFACTURERS

#### a. ACCEPTABLE MANUFACTURERS

Air Handling Units shall be manufactured by one of the following:

- Trane
- Carrier
- Lennox
- Rheem
- b. All material shall meet or exceed Florida Building Code (latest edition) 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.

#### 7. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

#### 8. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

#### 9. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

#### 10. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

#### 11. INSTALLATION

All materials shall be installed in strict accordance with the 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 parts and labor furnished or performed against defects in design, materials and workmanship for a period of ten (10) years from substantial completion. Manufactures guarantee as specified. No 3<sup>rd</sup> party warranty companies are accepted.

#### 13. CLEAN UP

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

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

#### 14. SECURITY

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

This project is subject to:	[X] Critical Facilities Background Check
	[ ] CJI Facilities Background Check
	[ ] No Background Check

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

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

DATE OF ISSUANCE: 2/14/2025

#### **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 IFQ/B ATTACHMENT C

1. 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. 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

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

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

DATE OF ISSUANCE: 3/17/2025

#### **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 "March 20, 2025 by 2:00 PM" to read "April 3, 2025 by 2:00 PM"

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), 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

PROJECT NAME:

Main Courthouse AHU's Replacement Project

PROJECT NUMBER:

2023-040820

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

DATE OF ISSUANCE: 3/31/2025

#### 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 "April 3, 2025 by 2:00 PM" to read "April 10, 2025 by 2:00 PM"

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

Page 1 of 1

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

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

DATE OF ISSUANCE: 4/1/2025

#### **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.

#### 1. CHANGE TO IFQ/B ATTACHMENT C

Delete 2. SCOPE OF WORK line "q" and replace as follows:

q. Provide all necessary piping, electrical, control wiring to make the system fully operational per manufacture specifications. The BAS needs to work with the system and Contractor shall coordinate with BAS supplier for getting existing systems disconnected and reconnected. The existing BAS is serviced and supplied by Siemens. As reference all bidders should reach out to Daniel Lague at (561) 818-5248 Siemens Project Manager to coordinate and obtain any further upgrade information.

#### 2. RESPONSE TO RFIs

Aquarius Air Conditioning & Refrigeration, Inc

Question:

Please note that in Page 18 of the Bid Documents the provided

phone number is from Hill York, not Siemens as specified. Could

you please kindly provide a contact of Siemens?

Answer:

The contact at Siemen's is Mr. Daniel Lague at (561) 818-5248.

#### Florida Mechanical, LLC (RFI # 1)

**Question 1:** Can the demolition and installation of the AHUs be performed during regular weekday business hours if we provide (and maintain) a temporary cooling system to keep the impacted areas conditioned?

Response: As indicated in IFQ work is to be completed during 8:00 a.m. to 5:00 p.m. weekend hours, and weekdays 5:00 p.m. to 11:00 p.m. Monday to Friday.

Question 2: Are there existing as-built drawings or wiring diagrams for the Siemens controls and pneumatic accessories that we can reference for removal and reinstallation?

Response: Available technical information has been provided in IFQ, and indicated in Question # 1, contact information has been given for Siemen's representative, Mr. Daniel Lague at (561)818-5248.

Question 3: Which party is responsible for BAS programming changes and integration beyond the physical wiring and device installation? Will the County or its BAS provider (Siemens) handle final configuration, or do we need to include that in our scope?

Response: BAS contractor is Siemen's and its representative contact information has been provided in Question # 1.

Question 4: Do as-built or record drawings with existing duct dimensions, routings, and elevations in the mechanical rooms exist?

**Response**: Available technical information has been provided in IFQ. Also, the prebid meeting at site allowed contractors to measure duct dimensions, existing routing and elevations.

Question 5: Should the new chilled water valves be located at the existing valve points, or is the County requesting that these be relocated/modified for better accessibility?

**Response**: Yes, new chilled water valves will be located at the existing valve points. Should any interference or relocation be considered, it shall be consulted with Facilities Maintenance staff and with Project Manager for evaluation and approval.

Question 6: Will existing breakers, feeders, and disconnects be reused or replaced? If reused, please confirm there is sufficient capacity and code-compliant overcurrent protection for the new AHUs (including fans and electric heating, if applicable).

**Response**: Contractor is to reuse breakers in good working order and as applicable. Any changes shall be approved by Project Manager. Contractor is responsible for verification at site of all requirements to successfully complete the job.

Question 7: Will the mechanical rooms require any reconfiguration (e.g., platforms, catwalks, doors, or panels) to meet code-mandated service clearances for the new units?

Response: PBC does not foresee any reconfigurations or modifications to mechanical rooms, any changes shall be approved by Project Manager. Only clearance in front of existing electrical panels shall meet FDC code.

Question 8: Will the County select and contract directly with the third-party Test & Balance firm, or should we include Test & Balance services within our scope (and if so, are there any pre-approved TAB vendors)?

**Response:** Yes, PBC has contracted a third party company to perform Test & Balance once installation of new AHUs is completed.

**Question 9:** If applicable, confirm whether the County will allow partial payment for equipment upon its delivery to our secure facility

**Response:** Yes, Contractor will be required demonstrate HVAC equipment in secure storage, by means of packing lists with equipment serial numbers and photos, all available for inspection by PBC assigned personnel.

**Question 10:** We request that Johnson Controls PACE be accepted as a valid equal or alternate AHU manufacturer to TRANE

Response: Addendum # ONE addresses this question, where PACE is an acceptable manufacturer, and requests for substitution are required to meet the specified requirements, Engineering technical specifications and performance criteria per Exhibit 3.

The following comments shall be addressed by proposing Contractor to clarify full compliance with specs:

AHU # 2, 15, 25, 26 – alternative submitted as PACE AHU

- Specification calls for no thru metal on cabinet casing to prevent sweating. PACE AHUS indicate that they do not meet the no thru metal requirement which will lead to sweating. County required no thru metal cabinet casing.
- Door hinges specified to be stainless steel and to utilize a single ganged latch. PACE AHUS show dual handle and do not indicate material type. SS hinges required.
- Viewing windows required in access doors for sections containing UV lights. PACE AHUS do not have viewing window. County required view windows.
- ASHRAE 111 class 6 leakage rating required per specifications. PACE AHUS do not indicate a leakage rate. Class 6 leakage rate required.
- L/240 deflection rating required per specifications. PACE AHUS do not indicate deflection rating. L/240 deflection rate required.
- Factory Internal motor wiring conduit required between motor and external casing. PACE AHUS do identify if internal motor wiring conduit is included. County required wiring conduits.

- AHU # 15, 25, 26 submitted Supply fan conditions do not match existing unit design conditions as such supply fan/motor will be undersized to meet design conditions. Fan motor sizing shall match design requirements.
- AHU # 15, 25, and 26 submitted shipping split will not fit through building ingress without disassembly. AHU's shall allow assembly and disassembly for project success full installation.
- The majority of the PACE units have limited access to the coil for maintenance. Looks like 10 inch doors. FMD would like a minimum of 18" access or greater for any unit.

#### AHU # 12, 13, and 14 - Alternative submitted as Miller Picking

- Specifications call for Stainless steel base rail. Miller Picking unit has painted steel will corrode. SS base required by County.
- Specifications call for stainless steel filter frame. Miller Picking unit submitted as galvanized will corrode. SS filter frame required by County.
- Specifications call for Aluminum subfloor liner. Miller Picking units does not have ANY subfloor liner on certain sections and will leave exposed insulation underneath unit. Aluminum subfloor is required by County.
- Specifications call for stainless steel casing fasteners. Miller Picking does
  not identify fastener material or type and are likely using Galvanized sheet
  metal screws. SS casing fasteners required by County.
- Specifications call for N-1 redundancy on fans meaning if 1 fan fails the remainder can ramp up to meet design CFM. Miller Picking does not have N-1 redundancy on fans. Redundancy fans required by County.
- AHU # 12,13, and 14 submitted Supply fan conditions do not match existing unit design conditions as such supply fan/motor will be undersized to meet design conditions.
- AHU # 12, 13, 14 exceed length of dimensional drawings shown within specifications. Runs significant risk of causing fit-up and clearance issues.
- Some of the Miller picking units look like they will have to be ducted in directly to coil. FMD will need ample room for service.

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

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

#### **ADDENDUM NUMBER:** FIVE

DATE OF ISSUANCE: 4/8/2025

#### **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 and two (2) attachments:

- Attachment #1 PBC Main Courthouse AHU's Reply to PBC Addendum #4 Submittal Comments
- Attachment #2 Substitution Request Form

## 1. CHANGE TO BID/QUOTATION FORM:

Change bid due date from "April 10, 2025 by 2:00 PM" to read "April 24, 2025 by 2:00 PM"

### 2. RESPONSE TO RFIs

## Florida Mechanical, LLC

Question:

If Pace can comply with the answered RFI will Pace/Miller equipment

be allowed as an alternate?

Response:

As Vendor has indicated that Pace/Miller will guarantee full compliance with County Technical requirements, (pursuant to the attached documents submitted by vendor) County requires Vendor to provide new updated shop drawings & substitution form. Vendor must also provide specifications from manufacturer JCI / Pace to reflect and address all durability, quality materials & performance issues indicated. A time extension has been issued

to allow for required documents to be submitted.

#### Cedar Electro Mechanical

#### Question:

Cedars would like to request clarification to the Warranty section of the Attachment C for the Main Courthouse AHUs Replacement project. It is typical for a contractor to warrant all equipment, materials and workmanship for a period of (12) months from substantial completion. Please clarify if this is the owner's intention.

Additionally, we request that substantial completion and warranty periods be established on a per-unit basis, starting from the respective start-up date. This will help ensure clarity and consistency in the interpretation and execution of the warranty terms.

#### Response:

First, the contractor warranty of 12-month will start at substantial completion date for project. Secondly, all equipment will need to have a 5 year warranty on parts and 5 year warranty on labor from time of substantial completion as issued by Palm Beach County. We acknowledge that air-handler units will be sequenced based on contractor's means and methods and manufacturer delivery to contractor. The County will track & record the actual substantial completion for each air handler to capture the 5-year start for each unit.

IT IS REQUIRED THAT THIS ADDENDUM NO. FIVE (5), 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 - 5

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

#### **ADDENDUM NUMBER:** SIX

DATE OF ISSUANCE: 4/17/2025

#### **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 and one (1) attachment:

#### 1. CHANGE TO BID/QUOTATION FORM:

Change bid due date from "April 24, 2025 by 2:00 PM" to read "May 8, 2025 by 2:00 PM

#### 2. CHANGE TO IFQ/B - ATTACHMENT C

- 2. SCOPE OF WORK, add "t." with the following:
- t. Replace Chilled Water Air Handling Unit #1 (AHU-1), ancillary accessories and mechanical upgrades as outlined in the engineered design drawings and specifications included as Exhibit "8".

#### 3. CHANGE TO IFQ/B - ATTACHMENT C, EXHIBIT 8:

Add Exhibit "8" (Attachment 1), PBC- Main County Courthouse Loading Basement AHU-1 Replacement.

IT IS REQUIRED THAT THIS ADDENDUM NO. SIX (6), 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 - 6

Page 1 of 1

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

#### **ADDENDUM NUMBER: SEVEN**

DATE OF ISSUANCE: 5/5/2025

#### **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.

#### 1. CHANGE TO BID/QUOTATION FORM:

Change bid due date from "May 8, 2025 by 2:00 PM" to read "May 16, 2025 by 2:00 PM"

IT IS REQUIRED THAT THIS ADDENDUM NO. SEVEN (7), 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 - 7

Page 1 of 1

PROJECT NAME:

Main Courthouse AHUs Replacement Project

PROJECT NUMBER:

2023-040820

#### **ADDENDUM NUMBER: EIGHT**

DATE OF ISSUANCE: 5/14/2025

#### **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.

## 1. RESPONSE TO SUBSTITUTION FORM AND UPDATED SUBMITTAL:

#### Florida Mechanical LLC & Advanced Roofing Inc dba Advanced Air Systems:

**Question:** Substitution Form and corrected Submittal for equipment proposed has been sent through link below:

## https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:6f70dc67-ef1c-4da1-9243-5fb35b3b16d0 [acrobat.adobe.com]

Answer:

The County received the JCI / Pace/ Miller-Picking Shop Drawings dated April 9, 2025 addressing HVAC air handler unit (AHU). The AHU equipment performance is missing in response to Addendum # 5. Secondly, the air handler unit(s) access doors size on the filter side of the coil, continue to show 10" doors for maintenance access. The Contractor is to provide, specify, and confirm the access doors complies with 18" minimum size, for maintenance access. Also, all AHU performance parameters shall be in compliance with the existing HVAC equipment in reference technical specifications. At this point, Pace is an acceptable HVAC manufacturer by Palm Beach County for this project conditionally upon compliance with HVAC technical requirements listed above, and further shop drawing reviews. All vendors including JCI -Pace/ Miller-Picking will be required to be submit detailed "Shop Drawings" for County review & approval prior to ordering HVAC equipment. All vendor shop drawings shall be in "full" compliance with County technical requirements to ensure durability, quality components, & reliable performance as outlined by this solicitation and as indicated within the IFQ bid documents.

A substitution request constitutes a representation that the Prime Contractor:

- 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
- 2. Is providing the same warranty for the substitution as for the specified product.
- 3. Will coordinate installation and make changes to other work that may be required for the work to be complete with no additional cost to Owner (inclusive of any and all redesign work required as a result of the substitution request).
- 4. Waives claims for additional costs or time extension, which may become apparent.

IT IS REQUIRED THAT THIS ADDENDUM NO. EIGHT (8), 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 - 8



#### www.altersurety.com

September 18, 2025

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

RE: Cedars Electro-Mechanical, Inc.

Project: 2023-040820, Main Courthouse AHUs Replacement Project

Bond No. S7A2SU0006611

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

## PUBLIC CONSTRUCTION BOND

BOND NUMBER _	S7A2	2SU0006611							
BOND AMOUNT _	\$3,3	51,795.00							
CONTRACT AMOUNT	,	\$3,351,795.00							
CONTRACTOR'S NAME:		Cedars Electro-Mechanical, Inc.							
CONTRACTOR'S ADDI	RESS:	211 North Federal Highway, Lake Worth Beach, FL 33460							
CONTRACTOR'S PHON	NE:	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							
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION							
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach, FL 33411-5604							
OWNER'S PHONE:		(561) 233-0261							
PROJECT NAME: Ma	in Cou	rthouse AHUs Replacement Project							
PROJECT NUMBER: _2	2023-0 <sub>4</sub>	40820							
CONTRACT NUMBER	(to be p	provided after Contract award):							
DESCRIPTION OF WOR	RK: <u>1</u>	o remove and replace seven (7) air handling units (AHUs)							
PROJECT ADDRESS, PO	CN, or	LEGAL DESCRIPTION: 205 N. Dixie Highway, West Palm Beach, FL							
This Bond is issued in fav	or of t	ne County conditioned on the full and faithful performance of the							

Page 1 of 4

Form Rev. 1/8/24 Public Construction Bond

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto Paim 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** 

\$3,351,795.00

[Three million, three-hundred fifty one thousand, seven-hundred ninety-five dollars]

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:

Main Courthouse AHUs Replacement Project

Project No.:

2023-040820

Project Description:

To remove and replace seven (7) air handling units (AHUs)

Project Location:

205 N. Dixie Highway, West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A

LOCATION OF FIRM: N/A

PHONE: N/A

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 Main Courthouse AHUs Replacement Project, 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,

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

Page 2 of 4

Form Rev. 1/8/24 Public Construction Bond

- 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	PRINCIPAL: CEDARS ELECTRO- MECHANICAL, INC.
Attest as to the signature of Principal	By:  Signature  JOHN CHALHOUS   VICE PRESIDENT  (Print Name and Title)
S. TAKAKEY, PROJECT MANAGER Title	(SEAL)
Address of Witness: 1574 B Forest Lake Circle, West R. Im Blage	Address of Principal: 211 North Federal Highway Lake Worth Beach, FL 33460

Page 3 of 4

Form Rev. 1/8/24 Public Construction Bond

	SURETY: American Alternative Insurance Corporation  By:
	Signature
$\Omega$	Warren M. Alter, Attorney-in-Fact
Attest as the signature Surety	(Print Name and Title)
Dawn Auspitz, Witness	(SEAL)
litle little	555 College Road East - P.O. Box 542
Address of Witness: <u>5979 NW 151st #</u> 202 Miami Lakes, FL 33014	Address of Surety: 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, does make, constitute and appoint:

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

By:

Attest:

MILTO ELVOIR

Jack Kin Michael G. Kerner President of main reconcions 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 personally 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 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

Ignacia Rivera (Sep 24, 2021 16 06 FDT) Ignacio Rivera

Deputy General Counsel & Secretary

TRS-1001-1

#### **FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Cedars Electro-Mechanical, Inc. and Surety Name: American Alternative Insurance Corporation We the undersigned hereby guarantee that the (Main Courthouse AHUs Replacement Project, Project No. 2023-040820) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion. In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. DATED (Date to be filled in at substantial completion) SEAL AND NOTARIAL CEDARS ELECTRO-MECHANICAL, INC ACKNOWLEDGMENT OF SURETY (Contractor Name) CHALHOUB, VICE RESIDENT (Print Name and Title) American Alternative Insurance Corporation (Surety Name) (Seal)

Warren M. Alter, Attorney-in-Fact

(Print Name and Title)

(Surety Signature)

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 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 One Hundred Million Dollars (\$190,000,000). 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 Atmest 1975, a corp. Givibin annears 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.

By:

Attest:



Stated Kim Michael G. Kerner President Ionacio 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.



My Commission Expires February 8, 2025

#### 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 Cornoration this day of , 20



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera (Sep 24, 2021 16:06 FDT) Ignacio Rivera

Deputy General Counsel & Secretary

TRS-1001-1



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is if SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the to	erms	and conditions of the po-	licy, ce	rtain policies	DITIONAL IN may require	SURED provis an endorseme	ions or be nt. A state	endors ement c	sed. on	
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Brown & Brown Insurance Services, Inc.				PHONE	105417	76-2222		FAX (A/C, No):	(954) 7	76-4446	
1201 W Cypress Creek Rd				(AC, No, Ext): (954) //6-4446 E-MAIL ADDRESS: Arnanda.Genneken@bbrown.com							
Suite 130			,								
Fort Lauderdale			FL 33309							NAIC# 20141	
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Cedars Electro Mechanical, Inc				INSURE		<u> </u>					
211 N Federal Hwy				INSURE							
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COVERAGES CER	TIFIC/	ATE I	NUMBER: 24-25 Master	1112-111		***************************************	REVISION NUM	MBER:			
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OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	""						E.L. DISEASE - EA	EMPLOYEE	s		
if yes, describe under DESCRIPTION OF OPERATIONS below							EL DISEASE - PO		s		
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B Equipment's toates			CM10003316406		11/15/2024	11/15/2025					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Annual HVAC Contract Project: P-2024-006318 officer, employees and agents c/o Facilities Dewritten contract.	Palm	Beac	h County Board of County Co	ommissi	oners, a politica	al subdivision o	of the State of Ficeral liability if req	orida, its juired by			
CERTIFICATE HOLDER				CANC	ELLATION						
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West Palm Beach			FL 33411	AUTHO	RIZED REPRESE		i Sha				
						© 1988-2015	ACORD CORP	ORATION	. All rig	hts reserved.	

ACORD 25 (2016/03)

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CEDAR-1

OP ID: NT



DATE (MM/DD/YYYY) 02/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED LEPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

RODUCER	te does not confer rights			-392-3300	CONTACT Workers	Compensa	tion Group	*			
orkers Comp O Box 410	ensation Group				PHONE (AJC, No, Ext): 561-392-3300 FAX (AJC, No): 561-361-11						
oca Raton, Fl	. 33429-0410 ensation Group				E-MAIL ADDRESS: WCGroup	@bellsouth	n.ent				
nikeis comb	ensadon Group				INSURER(S) AFFORDING COVERAGE			NAIC#			
		····			INSURER A: Techno	logy Ins Co	)	42376			
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CORD 25 (2016/03)

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MW/DD/YYYY) 04/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

USIO CEI	tificate does not confer rights to	o the	cert	ficate holder in lieu of su						
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	11903 Southern Blvd St	e 100	)		E-MAIL ADDRES	Hand Colors	inktamargo.co	om		
	Royal Palm Beach, FL 3	3411				INS	URER(S) AFFOR	DING COVERAGE		NAIC#
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lm Bea	on of operations / Locations / Vehic ach County a political subdivision of liability.		-						nsurance	coverages
ERTIFI	ICATE HOLDER				1	ELLATION				
	palm Beach County Board o		-	Commisioners	ACC	EXPIRATIO	ON DATE TH	DESCRIBED POLICIES BE HEREOF, NOTICE WILL CY PROVISIONS.	BE DI	LED BEFOI
	2633 Vista Parkway West Palm Beach, Florida, 3	33411	1			/	XIII	<b>1</b> .		

1001486 132849.14 04-13-2022

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

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 2/25/2025

8ID OPENING DATE: 5/16/2025

PROJECT NUMBER: 2023-040820

PROJECT NAME: Main Courthouse AHUs Replacement Project

PROJECT MANAGER: Henry Madriz, PM

FIRM NAME	integ Miami LLC	Florida Mechanical LLC	Cedars Electro-Mechanical, Inc.	Advanced Roofing, Inc. dba Advanced Air Systems	Aquarius Air Conditioning & Refrigiration, Ir	
PRIME LOCATION	LOCAL	LOCAL	LOCAL	NON-LOCAL	NON-LOCAL	
PRIME SBE STATUS	SBE	NON-SBE	SBE	NON-SBE	NON-SBE	
BID BOND	Yes	Yes	Yes	Yes	Yes	
BID	\$3.087,533.00	\$3,315,422.00	\$3,351,795.00	\$3,372,740.00	\$3,596,925.00	
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 4	Asknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 5	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 6	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signer	Acknowledged/Signed	Acknowledged/Skyned	
ADDENDUM 7	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 8	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
BE SCHEDULE 1 Shall list the SMWBE Prime and the names of all subcontractors regardless of BE status.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	
SBE PARTICIPATION	82.25%	5.42%	87.83%	5.33%	0%	
SBE SCHEDULE 2 Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory	Sątisfactory	Satisfactory	Satisfactory	
NOTES:	Bidder did not provide a Pre-qualification application 10-days before bid-opening nor is an active annual contract holder for the Annual HVAC Services Contract, and is therefore non-responsive.				Bidder did not provide accurately filled out OEBO Schedule 1 & 2 forms.	

The next lowest bidder is an SBE whose bid amount is within the 10% threshold. Therefore, award is recommended to Cedars Electro-Mechanical, Inc.

Bid Documents Opened 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.

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

YES

Bid Documents Recorded By (Print Name): Diana Del Rio Cabrera

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.

## **ATTACHMENT #5**

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

244000000		PROJECT INFORMA	ION				DOLL		SB	E PARTICIPAT		
ATE ROVED		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.
	2023-040820	Main Courthouse AHUs Replacement Project	Cedars UNHIDE ROWS	\$3,351,795.00	25-007		\$7,672,389.00	\$7,327,611.00	\$2,943,795.00	***	87.83%	#VALUE
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$7,327,611.00	5,185,067.89	6,639.53	67.58%	0.09%							
		ELECTRICAL CONSTRUCTION ANNUAL		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CUNTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
	1	Advanced Roofing, Inc. dba Advanced Air Systems (R2025-0084)		Advanced	\$604,890.00	\$ 6,639.53	1.10%	6,639.53	1.10%			
	2	Air Conditioning Filters Plus, Inc.		Air Conditioning	\$0.00	\$ -				•		
		Air Mechanical & Service Corp.		Air Mechanical	\$0.00			- "				
		Aquarius Air Conditioning & Refrigeration, Inc.		Aquarius	\$0.00	\$ -		-				
		Cedars Electro-Mechanical, Inc. (R2025-0085)		Cedars		\$ 5,178,428.36	85.23%	-	0.00%			
		Florida Mechanical LLC		Florida	\$992,000.00	\$ -	0.00%		0.00%			
		Koldaire, Inc.		Koldaire	\$0.00	\$ -		-				
		Master Mechanical Services, Inc.		Master	\$0.00	\$		-			$\bot$	
- 1	9	Precision Air Systems, LLC		Precision	\$0,00 \$0.00	\$ -						

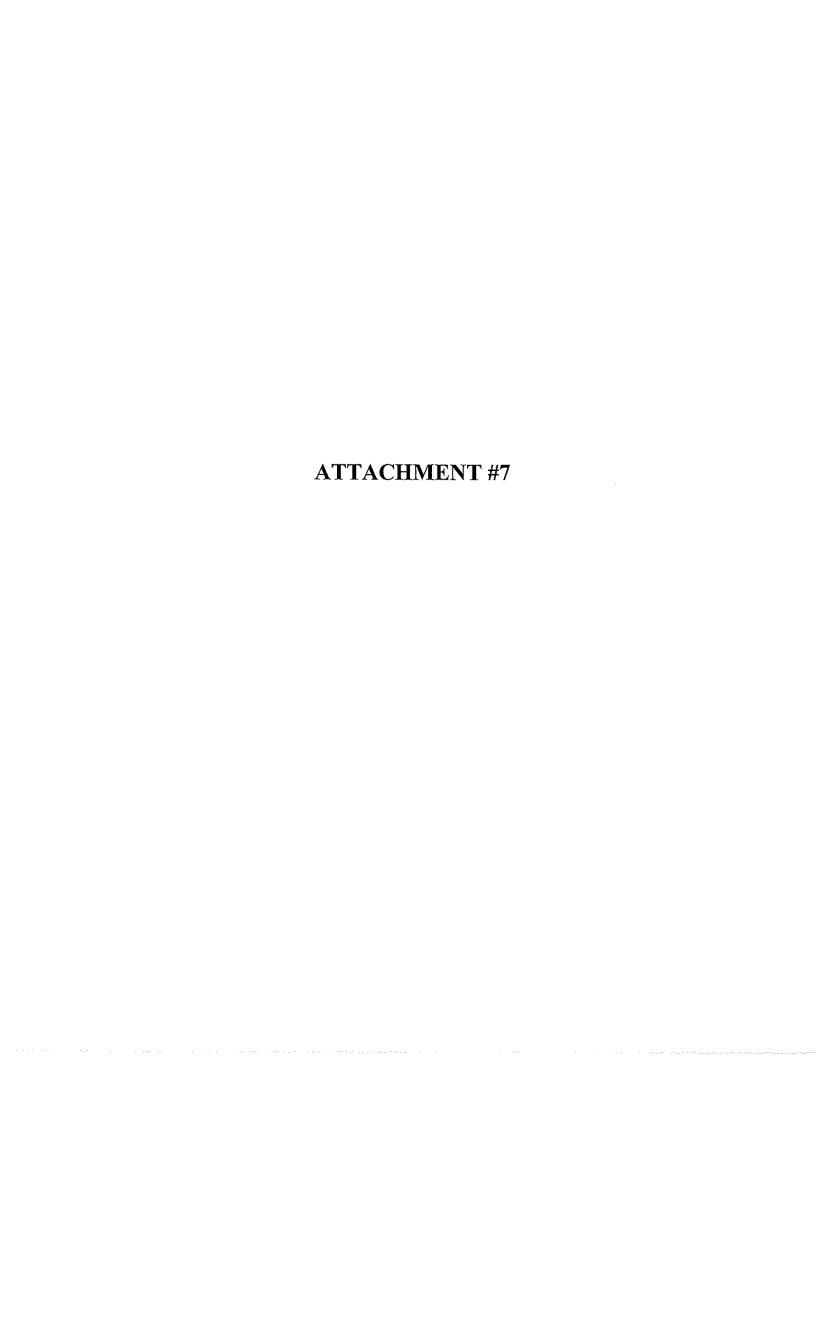
## IFQ/B ATTACHMENT D NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

## Section 787.06(13), Florida Statutes

## THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of <u>Cedars Cleatro-Mechanical</u> , Inc. (Entity) and attest that Entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.    Solution   Challeton   Secretary     (signature of officer or representative)   (printed name and title of officer or representative)
(biginate of officer of representative)
State of Florida, County of Palm Beach
Sworn to and subscribed before me by means of physical presence or online notarization this, 30 day of April 2025, by Thank on the color of the colo
Personally known   OR produced identification □. Type of identification produced
NOTARY PUBLIC My Commission Expires: March 21, 2026 State of Florida at large

ANGELA M. DUNN
MY COMMISSION #HH242861
(Notatyn Seal) AR 21, 2026
Bonded through 1st State Insurance





Facilities Development & Operations Department

Capital Improvements Division

2633 Vista Parkway West Palm Beach, FL 33411 Telephone - (561) 233-0261

www.pbc.gov/fdo

Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

September 10, 2025

Cedars Electro-Mechanical, Inc. 211 N. Federal Highway Lake Worth Beach, FL 33460

Re: 2023-040820

Main Courthouse AHUs Replacement Project
Notification of Contract Clauses No Longer Being Enforced

Pursuant to Emergency Ordinance 2025-014

Dear Ibrahim Chalhoub,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. As a result, the provisions contained on section 5 of the Invitation to Bid will not apply to the contract to be recommended for approval, only the small business enterprise (SBE) provisions will apply. To avoid delaying processing of this contract, rather than require your company to submit new EBO Schedule 1s and Schedule 2s, County staff has stamped the ones already submitted with the following statement "This Schedule is subject to the provisions of Emergency Ordinance 2025-014 approved by the BCC on June 3, 2025. As a result, the W/MBE participation is not enforceable.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,

Fernando DelDago

Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:

Cedars Electro-Mechanical,

Inc.

Date

"An Equal Opportunity Employer"

EC: Mark Broderick, Business Operations Division Director Shethal Sinanan, CID Contract Manager



Facilities Development & Operations Department

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County Administrator

Joseph Abruzzo

September 10, 2025

Cedars Electro-Mechanical, Inc. 211 N. Federal Highway Lake Worth Beach, FL 33460

Re: Contract # R2025-0085

Heating, Ventilation & Air Conditioning (HVAC) Services Annual

Contract

Notification of Contract Clauses No Longer Being Enforced Pursuant

to Emergency Ordinance 2025-014

Dear Ibrahim Chalhoub,

On June 3, 2025, the Board of County Commissioners (BCC) approved an emergency ordinance to suspend the race and gender conscious provisions of the County's EBO ordinance. The suspension will remain in effect for two years or until further direction by the BCC, whichever comes first. As a result, the provisions relating to minority/women-owned business enterprise (M/WBEs) participation contained on section 5.3 of contract number R2025-0085 will not be enforced as of June 3, 2025, only the small business enterprise (SBE) provisions will apply.

Please sign below to acknowledge receipt of this notification. This acknowledgement will be included, and made part of, the contract file.

Should you require any additional information please contact Capital Improvements Division at 561-233-0261.

Cordially,

Fernando DelDago

Director, Capital Improvements Division

Receipt Acknowledged and In Agreement:

Cedars Electro-Mechanical, Inc.

Date

EC: Mark Broderick, Business Operations Division Director Shethal Sinanan, CID Contract Manager

"An Equal Opportunity Employer"