

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

Meeting Date: July 2, 2024

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-011 to the annual heating, ventilation and air conditioning (HVAC) contract (R2020-0019) with Cedars Electro-Mechanical, Inc. (Contractor) in the amount of \$519,815 for the WUD CROC Chiller Replacements project for a period of 360 calendar days from notice to proceed.

Summary: The work consists of furnishing all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove and replace two (2) chillers including associated pipe connections and valves at the WUD CROC facility. The existing equipment is original to the building construction and has outlived its useful life. The new chiller will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 360 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 contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual HVAC contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an SBE contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is over \$100,000, the SBE price preference API was applied. The contractor is a local SBE firm. To date, the Contractor has achieved 86.86% SBE participation on this contract. The SBE participation on this work order is 96.29%. To date, the overall SBE participation on the annual HVAC contract is 30.63%. Funding for this project is from the WUD Operation & Maintenance fund. **(Capital Improvements Division) District 3 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 18, 2024 and the Contractor submitted the lowest responsive and responsible bid of the five (5) bids received. The new chiller will be more efficient and provide years of dependable service.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-011
4. Bid Summary
5. Annual Contract HVAC #19601 Control Sheet

Recommended by:  5/28/24
Department Director **Date**

Approved by:  6/12/24
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$519,815	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$519,815</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No.:

Fund	4001	Dept	720	Unit	2410	Object	4615
CONSTRUCTION					\$519,815.00		
STAFF COSTS					\$ 0.00		
CONTINGENCY					\$ 0.00		
TOTAL					\$519,815.00		

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

Funding for this project is from the WUD Operation & Maintenance fund.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] OFMB *5/29/24*
[Signature] Contract Development and Control *6/7/24*
Edw 5-29-24
MMF 5/29
Trid 6/5/24

B. Legal Sufficiency:

[Signature] *6/10/24*
 Assistant County Attorney

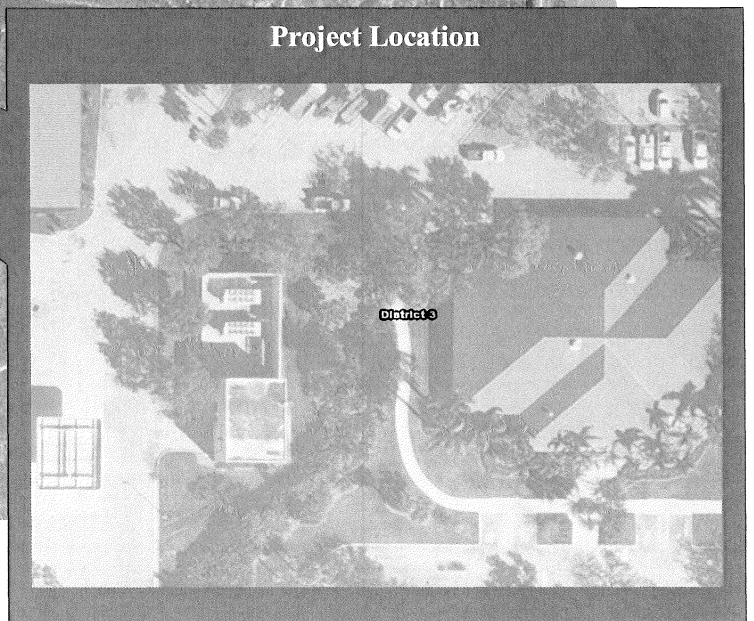
C. Other Department Review:

[Signature]
 Department Director

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

LOCATION MAP

Project No: 2022-047408
Project Name: WUD CROC Chiller Replacements
Location: 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413



**WORK ORDER 24-011 TO
ANNUAL CONTRACT R2020-0019
FOR HVAC
PROJECT NAME: WUD CROC CHILLER REPLACEMENTS
PROJECT NO. 2022-047408**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Cedars Electro-Mechanical, Inc., a Florida Profit Corporation, authorized to do business in the State of Florida, whose Federal ID# is 65-0213904 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 01/07/2020 (R2020-0019) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for HVAC between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$519,815.00** for the construction costs of removing and replacing existing chillers 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 **360** calendar days from Notice to Proceed. 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 86.86% SBE subcontracting participation on this Contract. Contractor will provide 96.29% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs
Bid Bond/Security

Project Name: WUD CROC Chiller Replacements
Project Number: 2022-047408

Project Requirements
Addendum
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

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

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

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

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

Project Name: WUD CROC Chiller Replacements
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minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

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

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

The following General Conditions are added to the General Conditions:

GC 84 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

GC 85 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: WUD CROC Chiller Replacements
Project Number: 2022-047408

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

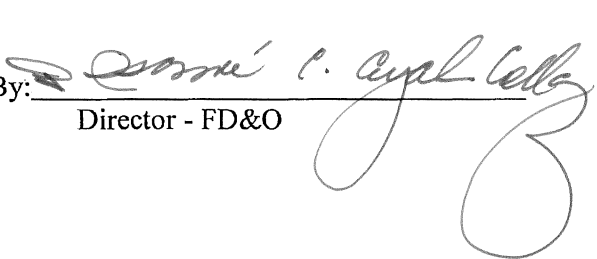
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: WUD CROC Chiller Replacements
Project Number: 2022-047408

WITNESS: FOR CONTRACTOR

CONTRACTOR: CEDARS ELECTRO-MECHANICAL, INC.

SIGNATURE

Angela M. Dunn
Signature

Sebin L. Chalhoub
Signature

Angela M. Dunn
Name (type or print)

Debra L. Chalhoub
Name (type or print)

president
Title

(Corporate Seal)

QUOTE/BID FORM

PROJECT NUMBER: 2022-047408

PROJECT NAME: WUD CROC Chiller Replacements

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 519,815.00

Written amount FIVE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND ZERO CENTS

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

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

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

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

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

Addendum # 1 dated 4/11/2024 Addendum # _____ dated _____
Addendum # _____ dated _____ Addendum # _____ dated _____

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

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

QUOTE/BID PROVIDED BY:

Cedars Electro-Mechanical, Inc.

Contractor Firm Name

4/18/2024

Date



Signature

Ibrahim Chalhoub, Corporate Secretary

Print Name and Title

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

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

PROJECT NUMBER: 2022-047408

PROJECT NAME: WUD CROC Chiller Replacements

DATE: April 18, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, CEDARS ELECTRO-MECHANICAL, INC.
(hereinafter called "Principal"), and American Alternative Insurance Corporation
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid
Dollars, (\$ 5% of Amount Bid), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **(Project Name: WUD CROC Chiller Replacements and Number: 2022-047408)**, 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

PROJECT NUMBER: 2022-047408

PROJECT NAME: WUD CROC Chiller Replacements

DATE: April 18, 2024

IN WITNESS WHEREOF, the said CEDARS ELECTRO-MECHANICAL, INC.
as "Principal" herein, has caused these presents to be signed in its name, by its president
Secretary, and attested by its Secretary under
the corporate seal, and the said American Alternative Insurance Corporation as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
Warren M. Alter, and attested by its corporate Seal, this 19th day of March, A.D., 2024.

ATTEST: (SEAL)

[Handwritten Signature]
(Witness Signature)

IBRAHIM CHALHOUB
Print Name

TITLE: SECRETARY

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

By: [Handwritten Signature]
(Signature)

Debra L. Chalhoub - president
Print Name and Title:

ATTEST: As per attached Power of Attorney (SEAL)

[Handwritten Signature]
(Witness Signature)

Lisette Calderon
Print Name

TITLE: Witness

American Alternative Insurance Corporation
(Surety Name)

By: [Handwritten Signature]
(Signature)

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

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

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

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

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

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



By: Michael G. Kerner
Michael G. Kerner
President
Attest: Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

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



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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 24th day of March, 2024.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

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

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

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

 SBE Sheltered Market for Small Construction Contracts

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

 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.

OEBO SCHEDULE 1

WUD CROC Chiller Replacements
 SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID NO.: 2022-047408
 SOLICITATION OPENING/SUBMITTAL DATE: 18 April 2024 COUNTY DEPARTMENT: Capital Improvements

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, Florida 33460

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

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$473,912.00
 Non-SBE MBE WBE SBE

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

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

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Cedars Electro-Mechanical, Inc. 211 N. Federal Highway, Lake Worth Beach, FL 33460 VC000014140	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$473,912.00	_____	_____
2. Godfrey Electric Inc. 1222 Omar Road, West Palm beach, FL 33405 VC0000115055	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$24,548.00	_____	_____
3. Unlimited Ductwork & HVAC Corp. 17298 NW 88th Pl, Hialeah, FL 33018 VS0000013093	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$14,500.00
4. Universal Test & Balance, LLC 302 Springdale Cir, Palm Springs, FL 33461 VS0000023520	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$2,080.00	2080.00	_____	_____
5. Chem-Aqua, Inc. 9310 Old Kings Road S, Suite 1601 Jacksonville, FL 32257 VC0000134724	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$4,775.00
Total					_____	_____	\$2,080.00	\$498,460.00	_____	\$19,275.00

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 519,815.00

Total Certified S/M/WBE Participation \$ 500,540.00 ✓ *OPPC 4-19-24*

I hereby certify that the above information is accurate to the best of my knowledge: John Chalhoub Vice President
 Name & Authorized Signature Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-047408

SOLICITATION/PROJECT NAME: WUD CROC Chiller Replacements

Prime Contractor: Cedars Electro-Mechanical, inc. Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/15/2023 to 6/14/2026

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Mechanical				\$473,912.00

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: \$473,912.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.

Print Name of Prime

By: _____

Authorized Signature

John Chalhoub

Print Name

Vice President

Title

Date: April 18, 2024

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Print Name

Title

Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-047408

SOLICITATION/PROJECT NAME: WUD CROC Chiller Replacements

Prime Contractor: Cedars Electro-Mechanical, Inc.

Subcontractor: Godfrey Electric, Inc.

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): 4/14/25

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

Column 1

Column 2

Column 3

Male Female

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

Supplier

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical				\$24,548.00

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: 100%

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

 Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Cedars Electro-Mechanical, Inc.

Print Name of Prime

By: _____

Authorized Signature

John Chalhoub

Print Name

Vice President

Title

Date: 4/18/2024

Godfrey Electric Inc

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Albert A. Godfrey

Print Name

President

Title

Date: 4/15/24

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-047408

SOLICITATION/PROJECT NAME: WUD CROC Chiller Replacements

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

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	<u>Piping Insulation</u>	<u>\$14,500.00</u>			<u>\$14,500</u>

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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
John Chalhoub
 Print Name
Vice President
 Title
 Date: April 18, 2024

Unlimited Ductwork & HVAC Corp.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Carlos Romero
 Print Name
President
 Title
 Date: 04/17/2024

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-047408

SOLICITATION/PROJECT NAME: WUD CROC Chiller Replacements

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

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Testing, Adjusting, and Balancing	\$2,080	1	N/A	\$2,080

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: \$2,080


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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Cedars Electro-Mechanical, Inc.

Print Name of Prime

By: 
Authorized Signature

John Chalhoub

Print Name

Vice President

Title

Date: April 18, 2024

Universal Test and Balance, LLC

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Charleigh Heater

Print Name

Operations Manager

Title

Date: 4/10/24

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-047408

SOLICITATION/PROJECT NAME: WUD CROC Chiller Replacements

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Chem-Aqua, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____.

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

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

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

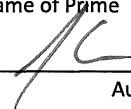
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Chemical Treatment				\$4,775.00

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: \$4,775.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
John Chalhoub
 Print Name
Vice President
 Title
 Date: 4/18/2024

Chem-Aqua, Inc.
 Print Name of Subcontractor/subconsultant
 By: Mark McGaffie
 Authorized Signature
Mark McGaffie
 Print Name
New Construction Sales Manager
 Title
 Date: 4/18/2024

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

Contact: William Munker, Project Manager
Phone: (561)233-0265
Project Title: WUD CROC Chiller Replacements
Project #: 2022-047408
Project Location: 8100 Forest Hill Blvd, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, crane, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – HVAC for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 4:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within three hundred sixty (360) days from Notice to Proceed. Contractor to provide verification of product delivery 30 days prior to project Pre-Con meeting. Permit application is to be submitted by the Contractor within 100 days of equipment delivery 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, to include if required any building heat load calculations.

2. SCOPE OF WORK

To remove and replace existing chillers per the project requirements provided below:

- a. Remove the existing HVAC Chillers (2) and install (2) new HVAC Chillers to 14 EER rating and associated pipe connections and valves per attached Exhibit "1".

- b. Removal and replacement shall be phased so that 1 chiller is completely installed and operational before the other is decommissioned. Two (2) flush cycles will be required to ensure proper start-up. Facilities Maintenance and WUD shall be notified prior to all shut downs of equipment. Temporary chiller will not be required.

3. PRODUCT INFORMATION

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

4. SUBMITTALS

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

5. EXISTING EQUIPMENT

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

6. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

7. TEMPORARY PROTECTION

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

8. PROJECT CONDITIONS

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

9. PREPARATION

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

10. EXAMINATION

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

11. INSTALLATION

All materials shall be installed in strict accordance with FBC, NEC and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

12. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Compressors shall have a five (5) year warranty. The Contractor shall provide an extended warranty option for the owner to review and if accepted will be in addition to the requested warranty.

13. CLEAN UP

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

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

14. SECURITY

All bidders must have badged employees prior to submitting bids.

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

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

Project Name: WUD CROC Chiller Replacements

Project Number: 2022-047408

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 4/11/2024

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the bidder to disqualification.

This Addendum consists of one (1) page.

RESPONSES TO REQUEST FOR INFORMATION:

Cedars Electro- Mechanical

Question 1: Trane is the basis of design. Will other manufacturers be accepted if they meet or exceed the 2023 Florida Building Code? Additionally, are there any existing approvals for alternative manufacturers?

Response: Building Code is not the only criteria. Substitutions must meet site specific design criteria as provided in the bid set documents. Contractors must submit prior to bid due date for Engineer review and approval.

Farmer & Irwin

Question 2: Is prevailing wages a requirement for this project?

Response: No.

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



**Palm Beach County
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000559	Cedars Electro-Mechanical, Inc.		Compliant					19601	HVAC Annual Contract
		A++ , XV	State Farm Mutual Automobile Insurance Company	L273616C1559	3/15/2024	3/15/2025	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	L273617C1559	3/15/2024	3/15/2025	Auto Liability		
		A++ , XV	State Farm Mutual Automobile Insurance Company	L273618C1559	3/15/2024	3/15/2025	Auto Liability		
		Ar , XI	National Trust Insurance Company	UMB10001956807	11/15/2023	11/15/2024	Excess Liability		
		Ar , XI	National Trust Insurance Company	GL10003316306	11/15/2023	11/15/2024	General Liability		
		A-p , XV	Technology Insurance Company, Inc.	TWC4395977	3/1/2024	3/1/2025	Workers Comp		

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



www.altersurety.com

May 9, 2024

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

RE: Cedars Electro-Mechanical, Inc.
Project: WUD CROC Chiller Replacements, 8100 Forest Hill Blvd, West Palm
Beach, FL, Project #2022-047408
Bond No. S7A2SU0003314

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: 305-328-4838

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

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

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

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



By: *Michael G. Kerner*
Michael G. Kerner
President
Attest: *Ignacio Rivera*
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

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



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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this 9th day of May, 20²⁴.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 16:06 EDT)
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1

PUBLIC CONSTRUCTION BOND

BOND NUMBER S7A2SU0003314

BOND AMOUNT \$519,815.00

CONTRACT AMOUNT \$519,815.00

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

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

CONTRACTOR'S PHONE: 561-588-4088

SURETY COMPANY: American Alternative Insurance Corporation

SURETY'S ADDRESS: 555 College Road East - P.O. Box 5421
Princeton, NJ 08543

SURETY'S PHONE: 609-243-4200

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: WUD CROC Chiller Replacements

PROJECT NUMBER: 2022-047408

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

DESCRIPTION OF WORK: To remove and replace existing chillers

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 8100 Forest Hill Blvd, West Palm Beach, FL

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars \$ 519,815.00

[Five Hundred Nineteen Thousand Eight Hundred Fifteen]

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: WUD CROC Chiller Replacements
Project No.: 2022-047408
Project Description: To remove and replace existing chillers.
Project Location: 8100 Forest Hill Blvd, West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corporation
LOCATION OF FIRM: 210 SW 39 Terrace, Miami, FL 33155
PHONE: (561) 249-3431

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 removing and replacing existing chillers, 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.

2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

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

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

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

6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

The provisions and limitation of section 255.05 Florida Statutes, including but not limited to the notice and time limitations in sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

Dated on _____, 20__

PRINCIPAL: CEDARS ELECTRO-MECHANICAL, INC.

By: Debra L. Chalhoub
Signature

Angela Dunn
Attest as to the signature of Principal

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

Office Manager
Title


(SEAL)

Address of Witness:
211 N. Federal Highway
LW Beach, FL 33460

Address of Principal: _____

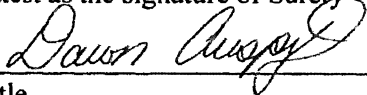
211 North Federal Highway, Lake Worth Beach, FL 33460

SURETY: American Alternative Insurance Corporation

By: 
Signature

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

As per attached power of attorney

Attest as the signature of Surety


Title

Address of Witness: Dawn Auspitz, Witness
5979 NW 151st #202, Miami Lakes, FL 33014

Address of Surety: 555 College Road East - P.O. Box 5421
Princeton, NJ 08543

(SEAL)

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

CERTIFIED COPY

POWER OF ATTORNEY

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

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

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

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



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

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



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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, Deputy General Counsel & Secretary

TRS-1001-1

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (WUD CROC Chiller Replacements, Project No. 2022-047408) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Cedars Electro-Mechanical, Inc
(Contractor Name) (Seal)

By: Debra L. Chalhoub
(Contractor Signature)

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

American Alternative Insurance Corporation
(Surety Name) (Seal)

By: [Signature]
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

CERTIFIED COPY

POWER OF ATTORNEY

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

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

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

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By: Michael G. Kerner, President

Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

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



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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies.

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware.
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified.
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RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this ___ day of ___, 20__



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, Deputy General Counsel & Secretary

TRS-1001-1

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

API: Price Preference

ANNUAL/TRADE: HVAC

MANDATORY PRE-BID DATE: 3/22/2024

PROJECT NUMBER: 2022-047408

PROJECT MANAGER: William Munker, PM

BID OPENING DATE: 4/18/2024

PROJECT NAME: WUD CROC Chiller Replacements

FIRM NAME	Cedars Electro-Mechanical, Inc.	Farmer & Irwin Corp.	Air Mechanical & Service Corp	Florida Mechanical LLC	Integ Miami LLC
PRIME LOCATION	LOCAL	LOCAL	NON-LOCAL	LOCAL	LOCAL
PRIME SBE STATUS	SBE	NON-SBE	NON-SBE	NON-SBE	SBE
BID BOND	Yes	Yes	Yes	Yes	Yes
BID	\$519,815.00	\$665,503.00	\$690,000.00	\$706,397.00	\$900,000.00
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
SBE PARTICIPATION	96.29%	7.07%	0%	6.24%	100%
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
NOTES:					

COMMENTS:

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

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

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

The recommended firm is registered in VSS. **YES**

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Cedars Electro-Mechanical, Inc.

Charlene La Mattina 4.22.24
Charlene La Mattina, Project Manager Date

Gigi Jones 4/22/2024
Gigi Jones, Contract Manager Date

Del Huerfano APRIL 23, 24



Annual Contract - HVAC #19601: Control Sheet

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 1/7/2020)							\$23,000,000.00					
HVAC CONTRACT Expires 1/6/2025							\$5,000,000.00					
Board Item - Increase Capacity (1/12/2021) (Amendment #1)							\$3,000,000.00					
Board Item - Increase Capacity (4/5/2022) (Amendment #2)							\$5,000,000.00					
Board Item - Increase Capacity (3/14/2023) (Amendment #3)							\$10,000,000.00					
INSERT BOARD INCREASES ABOVE THIS LINE												
PROJECT INFORMATION							DOLLARS			SBE PARTICIPATION		
APPROVAL DATE	PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2022-047408	WUD CROC Chiller Replacements	Cedars	\$519,815.00	24-011		\$19,211,165.49	\$3,788,834.51	\$500,540.00		96.29%	
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$3,788,834.51	\$5,884,665.99	\$2,529,443.22	30.63%	42.98%							
		HVAC ANNUAL	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
	1	Air Conditioning Filters Plus, Inc. R2023-0734	Air Conditioning	\$98,500.00	\$ -	0.00%	98,500.00					
	2	Air Handlers of the Palm Beaches, Inc. - R2022-0185	Air Handlers	\$0.00	\$ -		-					
	3	Air Mechanical & Service Corp - R2020-0229	AMSC	\$1,229,935.00	\$ 3,636.53	0.30%	-	0.00%				
	4	The Airtex Corporation - R2020-0236	Airtex	\$748,494.00	\$ 741,607.00	99.08%	-	0.00%				
	5	Bradley Heating & Air Conditioning, Inc. - R2021-0059	Bradley	\$240,666.00	\$ 221,865.00	92.19%	-	0.00%				
	6	Breezy Cool Air Conditioning Inc. - R2022-0845	Breezy	\$0.00	\$ -		-					
	7	Carrier Corporation - R2024-0054	Carrier	\$0.00	\$ -		-					
	8	Cedars Electro-Mechanical, Inc. - R2020-0019	Cedars	\$4,898,153.27	\$ 4,252,731.55	86.82%	2,320,638.22	54.57%				
	9	CT/HX Services, LLC - R2022-0698	CT/HX	\$0.00	\$ -		-					
	10	D.A.C. Air Conditioning Corp - R2020-0231	DAC	\$974,695.97	\$ 28,600.00	2.93%	-	0.00%				
	11	E.C. Stokes Mechanical Contractors, Inc. - R2020-0232	Stokes	\$793,157.66	\$ 142,274.84	17.94%	-	0.00%				
	12	Farmer & Irwin Corp. - R2020-0020	Farmer	\$973,568.00	\$ 147,577.00	15.16%	49,900.00	33.81%				
	13	Florida Mechanical LLC - R2020-0021	Florida	\$6,427,792.36	\$ 272,915.64	4.25%	37,965.00	13.91%				
	14	Johnson Controls, Inc. - R2021-1795	Johnson	\$0.00	\$ -		-					
	15	Key Mechanical Services, Inc. R2023-0733	Key	\$198,000.00	\$ -	0.00%	-					
	16	Koldaire, Inc. - R2020-0233	Koldaire	\$0.00	\$ -		-					
	17	Master Mechanical Services, Inc. R2023-1694	Master	\$0.00	\$ -		-					
	18	Page Mechanical Group, Inc. R2021-1061	Page	\$0.00	\$ -		-					
	19	Precision Air System, Inc. - R2020-0022	Precision	\$1,696,127.73	\$ 60,218.43	3.55%	9,200.00	15.28%				
	20	Quantum Mechanical, LLC - R2020-0234	Quantum	\$0.00	\$ -		-					
	21	Sailfish Mechanical - R-2020-0235	Sailfish	\$0.00	\$ -		-					
	22	Thermal Concepts, Inc. - R2020-0237	Thermal	\$750,245.00	\$ 7,180.00	0.96%	7,180.00	100.00%				
	23	Thermo Air, Inc. - R2020-0023	Thermo Air	\$181,830.50	\$ 6,060.00	3.33%	6,060.00	100.00%				
	24	Trane U.S. Inc. R2023-1447	Trane	\$0.00	\$ -		-					
		TOTAL		19,211,165.49	5,884,665.99	30.63%	2,529,443.22	42.98%				