

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

Meeting Date: September 10, 2024

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**


**Motion and Title: Staff recommends motion to approve:** Work Order No. 24-013 (Work Order) to the annual heating, ventilation and air conditioning (HVAC) contract (R2020-0019) with Cedars Electro-Mechanical, Inc. (Contractor) in the amount of \$299,332 for the South County Civic Center-Chiller Replacement project for a period of 210 calendar days from notice to proceed.

**Summary:** The project consists of the removal and replacement of one (1) 70-ton air cooled chiller including associated accessories at the South County Civic Center located at 16700 South Jog Road, Delray Beach. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary for the South County Civic Center-Chiller Replacement project. The existing equipment 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 210 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 an SBE certified firm. To date, the Contractor has achieved 87.58% SBE participation on this contract. The SBE participation on this work order is 98.35%. To date, the overall SBE participation on the annual HVAC contract is 31.82%. **Funding for this project is from the ARPA Response Replacement funds that do not require a local match. (Capital Improvements Division) District 5 (MWJ)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on June 6, 2024 and the Contractor submitted the lowest responsive and responsible bid of the eight (8) 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. 24-013
  - 4. Bid Summary
  - 5. Annual Contract HVAC #19601 Control Sheet

Recommended by:       8/9/24  
Department Director      Date

Approved by:       8/21/24  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$344,332	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$344,332</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# 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	1164	Dept	410	Unit	107A-16	Object	4907
CONSTRUCTION							\$299,332.00
STAFF COSTS							\$ 45,000.00
CONTINGENCY							\$ 0.00
TOTAL							\$344,332.00

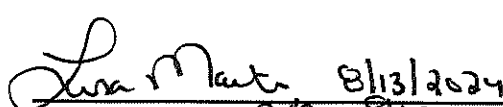

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding for this project is from the ARPA Response Replacement funds that do not require a local match.


**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

 Sara Mante 8/13/2024 OFMB JF 8/13 ESW 8-13-24	 Trunde Maddox 8/14/24 Contract Development and Control Mad 8/14/24
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**B. Legal Sufficiency:**

  
 8/19/24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

## LOCATION MAP

**Project No:** 2023-036499  
**Project Name:** South County Civic Center-Chiller Replacement  
**Location:** 16700 South Jog Road, Delray Beach, Florida 33446



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/9/2024

PHONE: (561)233-0165

PROJECT MANAGER: Henry Madriz, Project Manager

PROJECT TITLE: South County Civic Center- Chiller Replacement  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:  
BCC RESOLUTION#: R2020-0019  
DATE:

REQUESTED AMOUNT: \$ 344,332.00

eFDO # / PROJECT NUMBER: 2023-036499 / P-2024-000784

W.O. NUMBER: 24-013

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 16700 S. Jog Rd, Delray Beach, FL

BUILDING NUMBER: 980

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

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to replace one (1) 70 ton "like for like" chiller and pumps per Attachment "C" and addendum provided by Capital Improvements Division.

CONSTRUCTION	\$ 299,332.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 45,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 344,332.00

MP 7/16/24

\* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

**BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):**

FUND: 1164 DEPT: 410 UNIT: 107A-16 OBJ: 4907

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

- Ad Valorem (Amount \$ \_\_\_\_\_)  Infrastructure Sales Tax (Amount \$ \_\_\_\_\_)
- State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  Federal (source/type: \_\_\_\_\_ (Amount \$ \_\_\_\_\_)
- Grant (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  Impact Fees: (Amount \$ \_\_\_\_\_)
- Other (source/type: ARPA Amount \$ 344,332.00)

DEPARTMENT: FDO

BAS APPROVED BY: [Signature]

DATE 7/10/2024

ENCUMBRANCE NUMBER: \_\_\_\_\_

**WORK ORDER 24-013 TO  
ANNUAL CONTRACT R2020-0019  
FOR HEATING VENTILATION AND AIR CONDITIONING (HVAC)  
PROJECT NAME: SOUTH COUNTY CIVIC CENTER- CHILLER REPLACEMENT  
PROJECT NO. 2023-036499**

**THIS WORK ORDER** is made as of September 10, 2024 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Cedars Electro-Mechanical, Inc., a Florida 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 Heating Ventilation And Air Conditioning (HVAC) between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$299,332.00** for the construction costs of replacing one (1) 70 ton "like for like" chiller and pumps 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 **210** 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 **87.58%** SBE subcontracting participation on this Contract. Contractor will provide **98.35%** 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

Addendum 1  
 Bid Bond/Security  
 Project Requirements  
 Public Construction Bond  
 Form of Guarantee  
 Insurance Certificate(s)

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

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

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

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

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

*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*

*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:** South County Civic Center- Chiller Replacement  
**Project Number:** 2023-036499

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

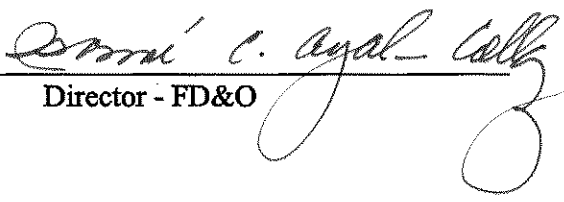
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria Sachs, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O



**Project Name:** South County Civic Center- Chiller Replacement  
**Project Number:** 2023-036499

WITNESS: FOR CONTRACTOR

CONTRACTOR: CEDARS ELECTRO-MECHANICAL, INC.

SIGNATURE

Angela M. Dunn  
Signature

Debra L. Chalhoub  
Signature

Angela M. Dunn  
Name (type or print)

Debra L. Chalhoub  
Name (type or print)

president  
Title

(Corporate Seal)



[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
2022	01/12/2022
2023	01/20/2023
2024	01/09/2024

**Document Images**

<a href="#">01/09/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/22/2017 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/18/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/14/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2014 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/17/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/18/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/19/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/07/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/19/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/15/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/08/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

[03/07/1997 -- ANNUAL REPORT](#)

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[05/01/1996 -- ANNUAL REPORT](#)

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[04/25/1995 -- ANNUAL REPORT](#)

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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 5/31/2024 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.

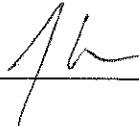
**QUOTE/BID PROVIDED BY:**

June 6, 2024

**Date**

Cedars Electro-Mechanical, Inc.

**Contractor Firm Name**



**Signature**

John Chalhoub, Vice President

**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: 2023-036499

PROJECT NAME: South County Civic Center-Chiller Replacement

DATE: June 6, 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 Perent 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: South County Civic Center-Chiller Replacement and Number: 2023-036499)**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

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

PROJECT NUMBER: 2023-036499

PROJECT NAME: South County Civic Center-Chiller Replacement

DATE: June 6, 2024

IN WITNESS WHEREOF, the said Cedars Electro-Mechanical, Inc.  
as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_  
\_\_\_\_\_, and attested by its \_\_\_\_\_ under  
the corporate seal, and the said American Alternative Insurance Corporation as "Surety"  
herein, has caused these presents to be signed in its name, by its attorney-in-fact  
\_\_\_\_\_, and attested by its corporate Seal, this 3rd day of June, A.D., 2024.

ATTEST:

(SEAL)

Angela Dunn  
(Witness Signature)

Angela Dunn  
Print Name

TITLE: Office Manager

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

By: [Signature]  
(Signature)

John Chalhoub, VP  
Print Name and Title:

ATTEST: As per attached power of attorney

(SEAL)

Dawn Auspitz  
(Witness Signature)

Dawn Auspitz, Witness  
Print Name

TITLE: Witness

American Alternative Insurance Corporation  
(Surety Name)

By: [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 24<sup>th</sup> 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 24<sup>th</sup> day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



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

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; 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 3<sup>rd</sup> day of June, 20<sup>24</sup>



AMERICAN ALTERNATIVE INSURANCE CORPORATION

*Ignacio Rivera*  
Ignacio Rivera (Sep 24, 2021 10:44 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**

SOLICITATION/PROJECT/BID NAME: South County Civic Center-Chiller Replacement

SOLICITATION/PROJECT/BID NO.: 2023-036499

SOLICITATION OPENING/SUBMITTAL DATE: June 6, 2024

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 Hwy., LW Beach, FL 33460

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

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$271,092.00

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

Non-SBE   
  MBE   
  WBE   
  SBE

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

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, &amp; Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Hill York Service Company LLC, 2125 South Andrews Ave., Fort Lauderdale, FL 33316 / HILL0013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	\$ 4,925.00
2. Cedars Electro-Mechanical, Inc. 211 N. Federal Hwy, LW, Fla. VC0000014140	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$271,092.00	_____	_____
Universal Test and Balance, LLC 3.302 Springdale Cir, Palm Springs, FL 33461 VS0000023520	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$1,340.00	_____	_____	_____
Godfrey Electric Inc. 4. 1222 Omar Rd/. WPB, Fla. VC0000115055	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$21,975.00	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
<b>Total</b>					_____	_____	\$1,340.00	\$293,067.00	_____	\$4,925.00

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 299,332.00

Total Certified S/M/WBE Participation \$ 294,407.00

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: 2023-036499

SOLICITATION/PROJECT NAME: South County Civic Center-Chiller Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: \_\_\_\_\_

**(Check box(s) that apply)**

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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				<del>\$299,332.00</del>
					\$271,092.00

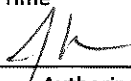
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 271,092.00

**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.**

<del>Hill York Service Company, Inc.</del>	<del>\$4,925.00</del>
<del>Universal Test &amp; Balance</del>	<del>\$1,340.00</del>
<del>Godfrey Electric</del>	<del>\$21,975.00</del>
Name of 2 <sup>nd</sup> /3 <sup>rd</sup> 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: 6/6/24

Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

Print Name

Title

Date: \_\_\_\_\_



### Vendor Information

Vendor ID: VC0000014140

Legal Business Name: Cedars Electro-Mechanical, Inc.

Alias/DBA:

Address(es): 211 N Federal Hwy, Lake Worth Beach  
33460-3437  
211 N Federal Hwy, Lake Worth Beach  
33460-3437  
211 N Federal Hwy, Lake Worth Beach  
33460-3437

Contact(s): DEBRA CHALHOUB 561-588-4088

Email(s): debrac@cedarsinc.com

WebSite: www.cedarsinc.com

Commodity / Services	
80457	Power Systems, Spacecraft (Solar Arrays, Solar Cells, etc.)
81540	Mechanical Pump and Shaft Seals
92900	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AGRICULTURAL,
90900	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND R
91000	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
91036	Heating, Air Conditioning, and Ventilation Maintenance and R
9105435	Painting Services
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR
91427	Carpentry
91430	Concrete
91450	Heating, Ventilating and Air Conditioning (HVAC)
91453	Insulation
91480	Stucco
94155	HVAC Systems Maintenance and Repair, Power Plant
98112	Air Conditioning Equipment and Accessories Rental or Lease
98147	Heating Units, Ventilating Equipment, and Accessories Rental
99247	HVAC System Testing, Balancing and/or Troubleshooting Servic



### Vendor Information

EBO Certification		
<b>Type:</b> SBE	<b>Certified:</b> 6/15/2023	<b>Expire:</b> 6/14/2026
<b>Business Owner(s):</b> Debra Chalhoub, Ibrahim Chalhoub		
<b>Race:</b> White	<b>Gender:</b> Male	<b>B Classes:</b> Construction

EBO Certified Commodity / Services	
91036	Heating, Air Conditioning, and Ventilation Maintenance and R
9105435	Painting Services
91427	Carpentry
91430	Concrete
91453	Insulation
91480	Stucco

**Note:** The Office of Equal Business Opportunity (OEBO) requires current licensure at the time of certification, but does not guarantee the continued existence of any license held by a certified small business. The users of this directory should investigate the continuance of such credentials. OEBO does not accept liability for any loss or damage caused by errors, changes or omissions.

**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: 2023-036499

SOLICITATION/PROJECT NAME: South County Civic Center-Chiller Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: Hill York

**(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):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	Controls Proposal				\$4,925.00

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: \$4,925.00

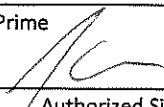
**If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.

Print Name of Prime

By: 

Authorized Signature

John Chalhoub

Print Name

Vice President

Title

Date: 6/6/2024

Hill York

Print Name of Subcontractor/subconsultant

By: *Christopher Grala*

Authorized Signature

Christopher Grala

Print Name

Project Manager

Title

Date: 5/17/24



## Vendor Information

**Vendor ID:** HILL0013

**Legal Business Name:** Hill York Service Company LLC

**Address(es):** 2125 South Andrews Avenue, Fort  
Lauderdale 33316  
2125 South Andrews Avenue, Fort  
Lauderdale 33316  
3927 Westgate Avenue, West Palm Beach  
33409  
3927 Westgate Avenue, West Palm Beach  
33409  
P O Box 22838, Fort Lauderdale 33335-2838  
PO BOX 350155, FT LAUDERDALE 33335-  
0155

**Email(s):** lmorello@hillyork.com,  
mstevens@hillyork.com,  
sphillips@hillyork.com

**Alias/DBA:** Hill York

**Contact(s):** LINDSEY MORELLO 866-525-  
4200  
LINDSEY MORELLO  
8665254200  
MARC STEVENS 315-783-9488  
SEAN PHILLIPS 8665254200

**WebSite:**





## Vendor Information

Commodity / Services	
03100	AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS
03102	Air Conditioning Units, Portable (For Computer Rooms, Hospit
03103	Air Conditioners: Commercial, and Parts and Accessories not
03104	Air Conditioners: Controlled Environment (For Computer Rooms
03105	Air Conditioners (Cooling and Cooling/Heating Types): Window
03106	Air Conditioning and Heating: Central Units, and Parts and A
03118	Coil and Fan Units, Air Conditioning
03120	Compressors, Air Conditioning: Hermetically Sealed, Window U
03121	Compressors, Air Conditioning: Industrial Type, and Parts
03123	Condensing Units (For Air Conditioners)
03145	Filters, Air Conditioning/Furnace (Disposable Types)
05504	Air Conditioners and Parts
15046	Louvers (See Class 031 for Air Conditioning)
29020	Solar Air Conditioning Systems and Accessories: Absorption T
55705	Air Conditioning, Heating and Ventilation
55905	Air Conditioning, Heating and Ventilation (Including Defrost
76502	Air Conditioners, Heaters and Ventilators for Heavy Equipmen
90644	Heating; Ventilating; Air Conditioning - Architectural Servi
92507	Air Conditioning, Heating and Ventilating Engineering
91036	Heating, Air Conditioning, and Ventilation Maintenance and R
91450	Heating, Ventilating and Air Conditioning (HVAC)
96702	Air Conditioning, Heating, and Ventilating Equipment (HVAC)
98112	Air Conditioning Equipment and Accessories Rental or Lease
99852	Heating, Air Conditioning, Ventilating & Refrigeration Equip

**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2023-036499  
 SOLICITATION/PROJECT NAME: South County Civic Center-Chiller Replacement

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

**(Check box(s) that apply)**  
 SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 5/1/23

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	1340	1	N/A	1340

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: \$1,340

**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 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Cedars Electro-Mechanical, Inc.  
 Print Name of Prime  
 By: [Signature]  
 Authorized Signature  
John Calhoun  
 Print Name  
Vice President  
 Title  
 Date: 6/6/2024

Universal Test and Balance, LLC  
 Print Name of Subcontractor/subconsultant  
 By: [Signature]  
 Authorized Signature  
Charleigh Heater  
 Print Name  
Operations Manager  
 Title  
 Date: 6/4/24



### Vendor Information

**Vendor ID:** VS0000023520

**Legal Business Name:** Universal Test and Balance, LLC

**Alias/DBA:** Universal Test and Balance, LLC

**Address(es):** 302 Springdale Cir, Palm Springs 33461-6330  
302 Springdale Cir, Palm Springs 33461-6330  
302 Springdale Cir, Palm Springs 33461-6330

**Contact(s):** CHARLEIGH HEATER  
8635326733

**Email(s):** office@universaltandb.com,  
zachary@universaltandb.com

**WebSite:**

Commodity / Services	
99247	HVAC System Testing, Balancing and/or Troubleshooting Servic

EBO Certification		
<b>Type:</b> SBE	<b>Certified:</b> 5/1/2023	<b>Expire:</b> 4/30/2026
<b>Business Owner(s):</b> Charleigh Heater, Zachary Shorr		
<b>Race:</b> White	<b>Gender:</b> Male	<b>B Classes:</b> Prof. Services (Non-CCNA)

EBO Certified Commodity / Services	
99247	HVAC System Testing, Balancing and/or Troubleshooting Servic

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**OEBO LETTER OF INTENT – SCHEDULE 2**

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SOLICITATION/PROJECT NUMBER: 2023-036499

SOLICITATION/PROJECT NAME: South County Civic Center-Chiller Replacement

Prime Contractor: Cedars Electro-Mechanical, Inc. Subcontractor: GODFREY ELECTRIC

**(Check box(s) that apply)**

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

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

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<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	DIV 26 ELECTRICAL				\$21,975.00

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.

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Cedars Electro-Mechanical, Inc.  
 Print Name of Prime  
 By: \_\_\_\_\_  
 Authorized Signature  
John Chalhoub  
 Print Name  
Vice President  
 Title  
 Date: 6/6/24

Godfrey Electric, Inc  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 Authorized Signature  
Albert A. Godfrey  
 Print Name  
President  
 Title  
 Date: 6/5/24



**Vendor Information**

**Vendor ID:** VC0000115055

**Legal Business Name:** Godfrey Electric Inc.

**Alias/DBA:**

**Address(es):** 1222 Omar Rd., West Palm Beach 33405  
1222 Omar Rd., West Palm Beach 33405  
1222 Omar Road, West Palm Beach 33405

**Contact(s):** BARB MOLINE 561-833-3753  
TAD GODFREY 561-833-3753  
TAD GODFREY 561-833-3753

**Email(s):** TGodfrey@godfreyelectric.com,  
barb@godfreyelectric.com,  
tgodfrey@godfreyelectric.com

**WebSite:** www.godfreyelectric.com

Commodity / Services	
91082	Wiring and Other Electrical Maintenance and Repair Services
91438	Electrical

EBO Certification		
<b>Type:</b> SBE	<b>Certified:</b> 4/15/2022	<b>Expire:</b> 4/14/2025
<b>Business Owner(s):</b> Albert A. Godfrey, Joseph C. Godfrey, Jr.		
<b>Race:</b> White	<b>Gender:</b> Male	<b>B Classes:</b> Construction

EBO Certified Commodity / Services	
91082	Wiring and Other Electrical Maintenance and Repair Services
91438	Electrical

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

Contact: Henry Madriz, Project Manager  
Phone: (561)-233-0165  
Project Title: South County Civic Center - Chiller Replacement  
Project #: 2023-036499  
Project Location: 16700 S Jog Rd, Delray Beach, FL 33446

**1. GENERAL**

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – HVAC for additional requirements.
- c. Work to be completed during the hours of 7:30 a.m. to 5:00 p.m., Monday through Friday. Work that requires an actual air-conditioning outage is to be done evenings and weekends. Hours must be approved by the Project Manager (PM) in advance. The Contractor is responsible to keep and maintain the Civic center indoor ambient temperature at 72-75 degrees Fahrenheit with a (temporary Chiller) at all time while the repairs are being done.
- d. The Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed (NTP) to establish scheduling, etc. required for project implementation.
- e. Work to be completed within two hundred ten (210) 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, from the completion date.
- 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. The Contractor is responsible for obtaining all measurements, equipment clearances, and maintenance access during the site inspection, to include, if required, any building heat load calculations.

**2. SCOPE OF WORK**

To replace one (1) 70 ton "like for like" chiller and pumps per the project requirements provided below:

- a. Furnish and install one (1) new 70-ton Trane Air Cooled Chiller with greater than  $\geq 14$  EER performance rating, high efficiency refrigerant with Global warming potential below 750, or better, upgrade and install isolation valves and flow switch.) See Exhibits "1" & "5".

- b. Reconnect existing Alerton Honeywell BAS system to integrate with new chiller per the project requirements provided below: See Exhibits "1" & "2".
- c. Properly decommission, remove, recover Freon, and dispose of existing chiller units and pumps according to local and state guidelines.
- d. Upgrade the existing Alerton Honeywell controls to integrate and control all mechanical equipment with cooling plant Building Automation Systems (BAS) or Palm Beach County (PBC) approved equal.
- e. Furnish and install new individual equipment surge protection, ground fault protection, circuit breakers, new pipe insulation, new electrical wiring and new breakers in disconnect which shall be Nema 4X stainless steel.
- f. Replace two (2) "like for like" water pumps isolated semi-hermitic. Armstrong Model # 4002525-083, 7.5 HP. See Exhibit "2".
- g. Re-attach the existing lightning protection system.
- h. Coat all condenser coils, which shall be "copper to copper" tube aluminum fin and tube, with anti-corrosion e-coated Luvata Insitu Coil, Heresite Protective Coating P-413. See Exhibit "3" & "4".
- i. Where Refrigerant insulation is exposed outside, it shall be insulated and painted with two coats of paint, containing UV inhibitors and in accordance with the insulation manufacturer's recommendations. Provide all necessary piping, electrical, control wiring and refrigerant lines to make the system fully operational per manufacture specifications.
- j. The contractor shall be required to upgrade the existing Alerton Honeywell BAS to correspond with the new chiller equipment, with back net wiring capability, and meet present monitoring standards of the County to be viewed remotely, reprogram and reset controls based on the new chiller equipment. The company's service representative is Christopher Grala and can be contacted at telephone number (561) 568-9891 or via email at Cgrala@hillyork.com. Use this price quote on information about programming and upgrading the BAS. Your price should be included in the Final Bid price (OEBO Schedule 1). Please see EXHIBITS "8".
- k. Install automatic isolation valves before chillers, so units can be isolated to accommodate tandem chiller operations. All penetrations, joints, taps, splices and re-connections shall be sealed and patched to meet code requirements.
- l. Ground-mounted units shall be installed on concrete pads with unit stands not less than 12 inches, if mounted to a pad make sure the unit is leveled on the slab. Slabs shall be leveled.
- m. System shall be started after installation is complete, and tested for proper operation with Capital Improvement Division Project Manager present. Document system pressure before running load amps. See Exhibit "6" & "7".
- n. The contractor will provide "As-Built" documents, drawing and specification for equipment.

- o. Contractor shall preserve and provide crane to lift and remove existing chiller as well as crane to lift and set new chiller. Remove and reinstall chain link fence with screening. Contractor will be required to replace any damaged fence, gate, screening or walls.

### **3. PRODUCT INFORMATION**

Design basis for all equipment specified in this contract is manufactured by Trane or PBC-approved equal; 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 the lead time.

### **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, 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 County 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 (latest edition) and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.
- c. Contractor is responsible for providing any required hangers, supports, tie-downs, etc. required to provide complete installation.

### **7. TEMPORARY PROTECTION**

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



## 8. PROJECT CONDITIONS

The 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 and protect the asphalt driveway.

## 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 for a period of twelve (12) months from substantial completion. Ten (10) year manufacturer warranty on chiller.

## 13. CLEAN UP

- a. Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.
- b. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.

## 14. SECURITY

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

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

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

---

PROJECT NAME: South County Civic Center Chiller Replacement

PROJECT NUMBER: 2023-036499

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**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 05/31/2024

**TO: Prospective Bidders**

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

This Addendum consists of two (2) pages and two (2) attachment: Exhibit "9" & attendance record.

**CHANGE TO BID/QUOTATION FORM:**

1. **EXHIBIT:** Insert Exhibit "9" Trane Spec - Chiller - PBC South County Civic Center
2. **RESPONSES TO REQUEST FOR INFORMATION:**

**D.A.C. Air Conditioning Corp.**

**Question 1.** Please provide copy of mandatory pre-bid meeting sign-in sheet.

**Response:** Please see attached attendance record.

**Question 2.** IFQ document lists warranty as (10) years for air cooled chiller. Please confirm this is 10 year parts labor and refrigerant warranty by the OEM manufacturer.

**Response:** Confirmed. Chiller to be provided with 10 year parts, labor, and refrigerant warranty by OEM manufacturer. Third party warranties shall not be acceptable.

**Question 3.** Provided specification requests chiller EER above 14. Air cooled water chiller industry standard for full load efficiency at AHRI conditions is between 10.1 and 10.9. Please confirm chiller efficiency should meet or exceed 10.9 EER at AHRI conditions.

**Response:** Confirmed. Chiller to be provided w/ EER rated at 10.9 or above at AHRI conditions.

**Question 4.** Project specifications requests refrigerant w/ GWP below 750. However EPA regulations require equipment manufactured after January 1st of 2025

to utilize refrigerant w/ GWP below 700. Industry standard is moving towards refrigerant below 600 to minimize environmental impact. Please confirm Air cooled chiller should be provided w/ refrigerant below 600 GWP.

**Response:** Confirmed. Chiller to utilize refrigerant with GWP of 600 or below.

**Question 5.** Please confirm chiller shall be supplied with copper tube aluminum fin. Microchannel not acceptable.

**Response:** Confirmed, microchannel is not acceptable.

**Question 6.** Existing equipment provided with compressor sound blanket. Please confirm new chiller to be provided w/ compressor sound blankets.

**Response:** Confirmed, sound blankets shall be provided by manufacturer.

**Question 7.** Specifications call for replacement of air cooled chiller and pumps. Pump package is integral to the chiller. Please confirm new air cooled chiller to be provided w/ factory mounted pump package including Dual redundant pumps, triple duty valve, suction diffuser air separator, 136 gallon buffer tank and factory insulation.

**Response:** Please see exhibit "9" for pump package specifications. Pump package to be factory insulated.

**Question 8.** Please confirm air cooled chiller to be supplied with variable speed drive on first condenser fan of each circuit to match existing.

**Response:** Confirmed.

**IT IS REQUIRED THAT THIS ADDENDUM NO. ONE, 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



**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

July 9, 2024

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

**RE: Cedars Electro-Mechanical, Inc.**  
**Project: South County Civic Center-Chiller Replacement, Project Number 2023-**  
**036499**  
**Bond No. S7A2SU0003327**

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](mailto: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

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER S7A2SU0003327

BOND AMOUNT \$299,332.00

CONTRACT AMOUNT \$299,332.00

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: South County Civic Center- Chiller Replacement

PROJECT NUMBER: 2023-036499

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Replace one (1) 70 ton "like for like" chiller and pumps

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 16700 S. Jog Rd, Delray Beach, FL

CG  
7.23.24

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 \$ 299,332.00

[Two Hundred Ninety-nine Thousand Three Hundred Thirty-two]

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: South County Civic Center- Chiller Replacement  
Project No.: 2023-036499  
Project Description: Replace one (1) 70 ton "like for like" chiller and pumps  
Project Location: 16700 S. Jog Rd, Delray Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corporation  
LOCATION OF FIRM: 7210 SW 39 Terrace, Miami, FL  
PHONE: (305) 266-8997

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 replacing one (1) 70 ton "like for like" chiller and pumps, 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. Chalhour  
Signature

Angela M. Dimer  
Attest as to the signature of Principal

Debra L. Chalhour  
(Print Name and Title)

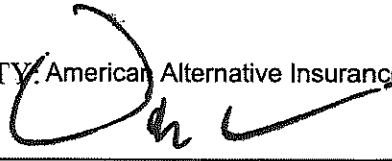
Office Manager  
Title

(SEAL)

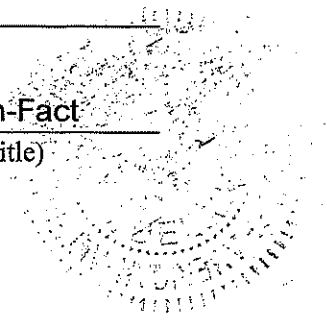
Address of Witness: \_\_\_\_\_  
956 Lantern Tree Lane  
Wellington, FL 33414

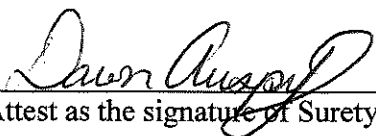
Address of Principal: 211 N. Federal Hwy  
Lake Worth Beach, FL 33460



SURETY: American Alternative Insurance Corporation  
By:   
Signature

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



  
Attest as the signature of Surety

Dawn Auspitz, Witness  
Title

Address of Witness: \_\_\_\_\_  
5979 NW 151st #202  
Miami Lakes, FL 33014

(SEAL)  
Address of Surety: \_\_\_\_\_

555 College Road East - P.O. Box 5421  
Princeton, NJ 08543

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

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

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

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 24<sup>th</sup> 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 24<sup>th</sup> 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, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this \_\_\_ day of \_\_\_\_\_, 20\_\_



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera  
Ignacio Rivera  
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 (South County Civic Center- Chiller Replacement, Project No. 2023-036499) 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. (Seal)  
(Contractor Name)

By: Debra L. Chalhoub  
(Contractor Signature)

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

American Alternative Insurance Corporation (Seal)  
(Surety Name)

By: [Signature]  
(Surety Signature)

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

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

CERTIFIED COPY

POWER OF ATTORNEY

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

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

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

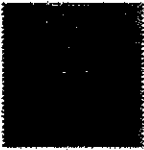
IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, 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.



Notary signature: Jillian Santilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

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

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

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

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

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

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

Witness the hand of the undersigned and the seal of said Corporation this \_\_\_ day of \_\_\_, 20\_\_



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, Deputy General Counsel & Secretary

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