

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

Meeting Date: May 7, 2024

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-001 to the annual electrical contract (2022-0694) with Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc. (Contractor) in the amount of \$2,198,176 for the Eagle Academy-Generator (Re-bid) project for a period of 450 calendar days from notice to proceed.

Summary: The project consists of the replacement of the existing generator with two (2) new generators. The existing generator has outlived its useful life and needs to be replaced. Additionally, the existing generator is unable to accommodate the future needs of the Eagle Academy Facility located at 38673 James Wheeler Way, Belle Glade, which currently support a secondary communications center for the Palm Beach County Sheriff's Office (PBSO). Work Order No. 24-001 authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to remove the existing 1250 Kilowatt (KW) generator and replace it with two (2) new 800 KW generators and associated above ground fuel tank for the Eagle Academy Facility. The new generators will better serve the users of the facility and will also facilitate the future expanding needs of the facility. 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 450 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 \$235 per day. This Work Order was solicited pursuant to the annual electrical contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The electrical annual contract was presented to the Goal Setting Committee on June 5, 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 if its bid is within 10% of the lowest non-small business bid for projects \$100,000 or greater. Since this project is greater than \$100,000, the SBE price preference API was applied. The SBE participation on this Work Order is 0.46%. Cumulative SBE participation on the annual electrical contract is 52.79%. Funding for this project is from the Public Building Improvement Fund and 47.315M NAV Pub Imp Rev Bonds, 23C, CP, Var Fac Proj Fund. **(Capital Improvements Division) District 6 (MWJ)**

Background & Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on January 4, 2024 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received. The new generators will better serve the users of the Eagle Academy Facility and will also facilitate the future expanding needs of the facility.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-001
4. Bid Summary
5. Annual Contract-Electrical #19563: Control Sheet

Recommended by:  4/5/24
 Department Director Date

Approved by:  4/17/24
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$2,223,176	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$2,223,176	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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


Budget Account No:

Fund 3804 Dept 411 Unit B705-01 Object 6401 \$600,000
Fund 3083 Dept 411 Unit B705-01 Object 6401 \$1,623,176

CONSTRUCTION	\$2,198,176.00
STAFF COSTS	\$ 25,000.00
CONTINGENCY	\$ 0.00
TOTAL	\$2,223,176.00

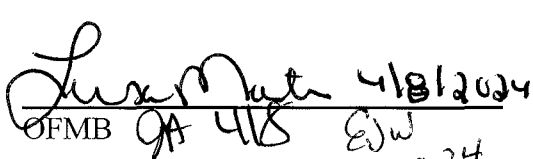

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Public Building Improvement Fund and 47.315M NAV Pub Imp Rev Bonds, 23C, CP, Var Fac Proj Fund.


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB GA 418 EJW 4-8-24	 Contract Development and Control Ted 4/10/24
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B. Legal Sufficiency:


 Assistant County Attorney 4/16/24

C. Other Department Review:

 Department Director

LOCATION MAP

Project No: 2022-031302
Project Name: Eagle Academy-Generator (Re-bid)
Location: 38673 James Wheeler Way, Belle Glade, Florida 33430



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 1/30/24 PHONE: 561-233-4408
PROJECT MANAGER: Terri Wolfe, Project Manager
PROJECT TITLE: Eagle Academy – generator (re-bid)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$2,198,176.00
eFDO # / PROJECT NUMBER: 2022-031302-R1
W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:
SERVICE LOCATION: 38673 James Wheeler Way, Belle Glade
BUILDING NUMBER: 2089

CONSULTANT/CONTRACTOR: Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc. (elect)

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 remove existing 1250 KW generator and replace with two (2) new 800 KW generators and above
ground fuel tank.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$2,198,176.00), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$ 25,000.00), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$2,223,176.00).

* 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: 3584 3083 DEPT: 411 411 UNIT: B705-01 B705-01 OBJ: 6401 - \$ 600,000 6401 - \$1,623,176.00

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

- Ad Valorem (Amount \$ 600,000.00)
Infrastructure Sales Tax (Amount \$)
State (source/type: Amount \$)
Federal (source/type: (Amount \$)
Grant (source/type: Amount \$)
Impact Fees: (Amount \$)
Other (source/type: BONI Amount \$ 1,623,176.00)

DEPARTMENT: FD&O

BAS APPROVED BY: [Signature]

DATE 2/22/2024

ENCUMBRANCE NUMBER:

**WORK ORDER 24-001 TO
ANNUAL CONTRACT R2022-0694
FOR ELECTRICAL
PROJECT NAME: EAGLE ACADEMY – GENERATOR (RE-BID)
PROJECT NO. 2022-031302-R1**

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 Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 59-1889271 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 7/12/22 (R2022-0694) (“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 Electrical between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$2,198,176.00** for the construction costs of removing existing 1250 KW generator and replacing with two (2) new 800 KW generators and above ground fuel tank 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 **450** calendar days from notice to proceed. Liquidated Damages are \$235/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 3.76% SBE subcontracting participation on this Contract. Contractor will provide 0.46% 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

Addenda 1-4
 Bid Bond/Security
 Project Requirements
 Public Construction Bond
 Form of Guarantee
 Insurance Certificate(s)

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

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

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

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

Worker’s Compensation and Employer’s Liability	
Coverage not less than	statutory
Employer’s Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 *Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and 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: EAGLE ACADEMY – GENERATOR (RE-BID)
Project Number: 2022-031302-R1

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 &
COMPTRROLLER

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

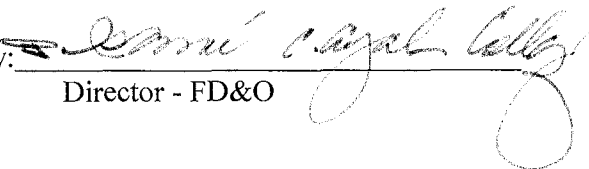
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

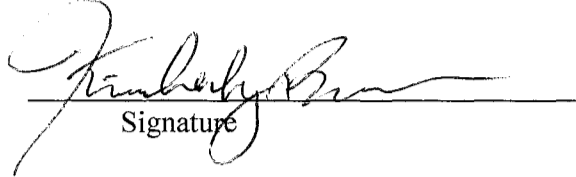
By:  _____
Director - FD&O

Project Name: EAGLE ACADEMY – GENERATOR (RE-BID)
Project Number: 2022-031302-R1

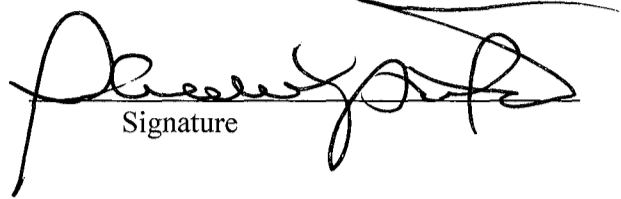
WITNESS: FOR CONTRACTOR

CONTRACTOR: Zabatt Engine Services,
Inc. dba Zabatt Power Systems, Inc.

SIGNATURE


Signature

Kimberly Brown
Name (type or print)


Signature

Sandra M. Sabater
Name (type or print)

Secretary
Title

(Corporate Seal)





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ZABATT ENGINE SERVICES, INC.

Filing Information

Document Number	616614
FEI/EIN Number	59-1889271
Date Filed	05/01/1979
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/13/2020
Event Effective Date	NONE

Principal Address

4612 HIGHWAY AVENUE
JACKSONVILLE, FL 32254

Changed: 04/22/2003

Mailing Address

4612 HIGHWAY AVENUE
JACKSONVILLE, FL 32254

Changed: 04/22/2003

Registered Agent Name & Address

SABATIER, J MICHAEL
4612 HIGHWAY AVE.
JACKSONVILLE, FL 32254

Name Changed: 06/21/2006

Address Changed: 06/21/2006

Officer/Director Detail

Name & Address

Title CEO

SABATIER, JOSE
4612 HIGHWAY AVE.
JACKSONVILLE, FL 32254

Title P

SABATIER, JOSEPH M
4612 HIGHWAY AVE.
JACKSONVILLE, FL 32254

Title V

SABATIER, XIOMARA
4612 HIGHWAY AVE.
JACKSONVILLE, FL 32254

Title ST

SABATIER, SANDRA
4612 HIGHWAY AVE
JACKSONVILLE, FL 32254

Title VP

Rodriguez, Xiomara
4612 HIGHWAY AVENUE
JACKSONVILLE, FL 32254

Annual Reports

Report Year	Filed Date
2022	01/28/2022
2023	01/31/2023
2024	01/29/2024

Document Images

01/29/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
01/13/2021 -- ANNUAL REPORT	View image in PDF format
05/13/2020 -- Amendment	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
03/22/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
02/23/2015 -- ANNUAL REPORT	View image in PDF format
03/17/2014 -- ANNUAL REPORT	View image in PDF format

BID FORM

PROJECT NUMBER: **2022-031302-R1**

PROJECT NAME: **Eagle Academy - Generator (RE-BID)**

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

NOTE: adder per dwg E-100, "Scope of Work" item 3,

1. TOTAL QUOTE/BID AMOUNT

\$2,198,176.00 "to re-use the existing feeder conductors ..": \$45,000

Written amount Two Million One Hundred Ninety-Eight Thousand One Hundred Seventy-Six Dollars

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 _____ 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 11/14/2023 Addendum # 3 dated 12/7/2023
Addendum # 2 dated 11/22/2023 Addendum # 4 dated 12/14/2023

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.

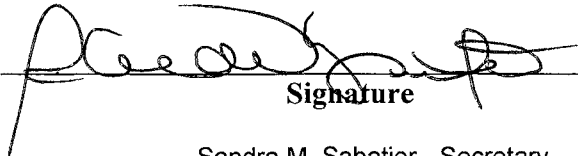
QUOTE/BID PROVIDED BY:

Zabatt Engine Services, Inc.

Contractor Firm Name

1/2/2024

Date



Signature

Sandra M. Sabatier - Secretary

Print Name and Title

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

Phyllis Lancaster

From: FDO-CID-Bids
Sent: Tuesday, January 23, 2024 10:30 AM
To: Dave Beglan; deanna@gr1d.com; chris@gr1d.com; bids@zabatt.com; Kimberly.brown@zabatt.com; abraham.torres@zabatt.com; jeremy.siegel@zabatt.com; tom.tietje@zabatt.com; sales@zabatt.com; Estimating; Chris Hughes; bidcoordinator@eg-electric.com
Cc: Terri Wolfe; Phyllis Lancaster
Subject: 2022-031302-R1 Eagle Academy - Generator
Attachments: 2022-031302-R1 Bid Summary Approved.pdf


Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on January 4, 2024.



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

Thanks,



Donna Lynch
Capital Improvements Division (CID)

 2633 Vista Parkway,
West Palm Beach, FL 33411

 (561) 233-0292
 DLynch@pbcgov.org

Need Forms? Click on the link below.

[Capital Improvements Forms](#)

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

PROJECT NUMBER: 2022-031302-R1
PROJECT NAME: Eagle Academy - Generator (RE-BID)
DATE: January 3, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Zabatt Engine Services, Inc.
(hereinafter called "Principal"), and Travelers Casualty and Surety Company of America
(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 5% of bid contract
Dollars, (\$ 5% of bid contract), (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: **Eagle Academy - Generator (RE-BID), Project Number 2022-031302-R1**, 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: 2022-031302-R1
PROJECT NAME: Eagle Academy - Generator (RE-BID)
DATE: January 3, 2024

IN WITNESS WHEREOF, the said Zabatt Engine Services, 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 Travelers Casualty and Surety Company of America 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 January, A.D., 2024.

ATTEST: (SEAL)

Kimberly Brown
(Signature)

Kimberly Brown
Print Name

TITLE: Inside Sales Quoter

Zabatt Engine Services, Inc.
(Contractor Firm Name)

By: Sandra M. Sabatier
(Signature)

Sandra M. Sabatier - Secretary
Print Name and Title:

ATTEST: (SEAL)

Faith Painter
(Signature)

Faith A. Painter
Print Name

TITLE: Sr. Broker Placement Specialist

Travelers Casualty and Surety Company of America
(Surety Name)

By: Kimberly L. Bass
(Signature)

Kimberly L. Bass, Attorney-In-Fact
Print Name and Title:



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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

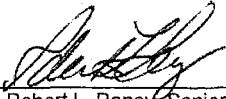
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

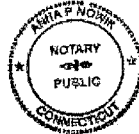
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

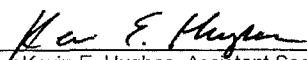
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **January**, **2024**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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.

 X **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: Eagle Academy - Generator (RE-BID) SOLICITATION/PROJECT/BID NO.: 2022-031302-R1

SOLICITATION OPENING/SUBMITTAL DATE: 1/4/2024 @ 2:00 pm COUNTY DEPARTMENT: _____

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

NAME OF PRIME RESPONDENT/BIDDER: Zabatt Engine Services, Inc. ADDRESS: 4612 Highway Avenue, Jacksonville, FL 32254

CONTACT PERSON: Sandra M. Sabatier PHONE NO.: 904-384-4505 E-MAIL: bids@zabatt.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$1,808,748.11 Non-SBE MBE WBE SBE

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

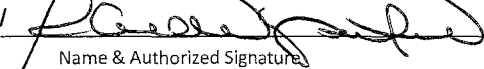
Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. TechGroup One	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$266,667.00				
2. Bonded Lightning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$29,000.00		
3. Sims Crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$31,428.57		
4. Gateway Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$52,278.57		
5. Wisch and Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$10,056.75			
Total						\$266,667.00	\$10,056.75	\$112,704.14		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 2,198,176.00

Total Certified S/M/WBE Participation \$ ~~329,002.32~~ 10,056.75

I hereby certify that the above information is accurate to the best of my knowledge: Sandra M. Sabatier /  Secretary

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: 2022-031302-R1
 SOLICITATION/PROJECT NAME: Eagle Academy - Generator (RE-BID)

Prime Contractor: Zabatt Engine Services, Inc. Subcontractor: TechGroup One

(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"/> 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
1	Project prep, demo concrete, new concrete	\$266,667.00			\$266,667.00

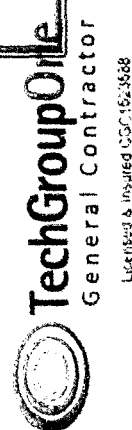
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$266,667.00

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.

N/A _____ Price or Percentage: N/A _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Zabatt Engine Services, Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Sandra M. Sabatier
 Print Name
Secretary
 Title
 Date: 11/14/2023

Techgroupone
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Juan C. Maggi
 Print Name
President
 Title
 Date: 1/03/2024





Vendor Information

Vendor ID: VS0000017188

Legal Business Name: TECHGROUPONE, Inc

Address(es): 8504 NW, Miami 33166
8504 NW, Miami 33166
8504 NW 66th St, Miami 33166-2635

Email(s): contractor@techgroupone.com

Alias/DBA: TECHGROUPONE, Inc

Contact(s): JUAN C MAGGI 3055173040
JUAN MAGGI 3055173040

WebSite: www.techgroupone.com



Vendor Information

Commodity / Services	
15512	Building (500 Sq.Ft. and Under)
33000	FENCING
33010	Fencing, Concrete or Rock
33013	Fencing, Chain Link (Including Fabric, Gates, Panels, Posts
33020	Fencing, Electrified
33032	Fencing, Wrought Iron (Including Components)
33037	Fencing, Metal Slat and Tubular (Including Components)
33038	Fencing, Plastic
33040	Fencing, Ornamental
33046	Fencing, Snow
33049	Fencing, Split Rail
33055	Fencing, Temporary (For Construction and Other Industrial or
33058	Fencing, Wire
33059	Fencing, Wood (Including Components)
55931	Doors and Windows
90900	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND R
90921	Building Construction, Industrial (Warehouse, etc.)
90922	Building Construction, Non-Residential (Office Bldg., etc.)
9092220	Building Construction Services, Non-Residential
90923	Building Construction, Residential (Apartments, etc.)
90924	Building Construction, Commercial and Institutional
90930	Building Construction (Not Otherwise Classified)
90937	Doors and Windows
90954	Home Construction, Single Family
90960	Maintenance and Repair, Industrial Building
90961	Maintenance and Repair, Non-Residential Building
90962	Maintenance and Repair, Residential Buildings (Incl. Single
91000	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
91079	Window Installation, Maintenance and Repair (Metal)
91080	Window Installation, Maintenance, and Repair (Wood)
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR
91347	Construction, Sidewalk and Driveway (Includes Pedestrian and
91400	CONSTRUCTION SERVICES, TRADE (NEW CONSTRUCTION)
9143030	Construction Services, Concrete (New Construction)



Vendor Information

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: 2022-031302-R1

SOLICITATION/PROJECT NAME: Eagle Academy - Generator (RE-BID)

Prime Contractor: Zabatt Engine Services, Inc.

Subcontractor: Bonded Lightning Protection

(Check box(s) that apply)

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

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

Column 1	Column 2	Column 3
<input 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	Generator Enclosure Lightning Protection	1			\$18,000.00
2	Generator Grounding	1			\$11,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$29,000.00

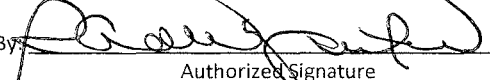
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Zabatt Engine Services, Inc.

Print Name of Prime

By: 
Authorized Signature

Sandra M. Sabatier

Print Name

Secretary

Title

Date: 11/14/2023

Bonded Lightning Protection

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Patrick Dillon

Print Name

President

Title

Date: 11/14/2023

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-031302-R1

SOLICITATION/PROJECT NAME: Eagle Academy - Generator (RE-BID)

Prime Contractor: Zabatt Engine Services, Inc. Subcontractor: Sims Crane

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Crane Rental	\$31,428.57			\$31,428.57

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: \$31,428.57


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.

N/A Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Zabatt Engine Services, Inc.

Print Name of Prime

By:  Authorized Signature

Sandra M. Sabatier

Print Name

Secretary

Title

Date: 11/14/2023

Sims Crane & Equipment Co.

Print Name of Subcontractor/subconsultant

By: Natalie Lowers Digitally signed by Natalie Lowers
Date: 2024.01.02 16:48:35 -05'00' Authorized Signature

Natalie Lowers

Print Name

Contract Administrator

Title

Date: 1-2-24

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: 2022-031302-R1

SOLICITATION/PROJECT NAME: Eagle Academy - Generator (RE-BID)

Prime Contractor: Zabatt Engine Services, Inc.

Subcontractor: Gateway Contracting

(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

Male Female

African-American/Black Asian American

Caucasian American

Supplier

Hispanic American Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Diesel fuel piping	\$52,278.57	1		\$52,278.57

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: \$52,278.57

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

Zabatt Engine Services, Inc.

Print Name of Prime

By: 

Authorized Signature

Sandra M. Sabatier

Print Name

Secretary

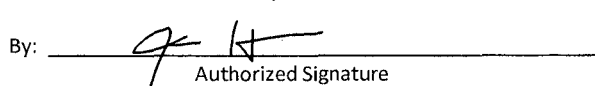
Title

Date: 11/14/2023

Gateway Contracting Inc

Gateway Contracting, Inc.

Print Name of Subcontractor/subconsultant

By: 

Authorized Signature

Jerry Harvin Jerry Harvin

Print Name

President

President

Title

Date: 1/2/2024 **01/02/2023**



Vendor Information

Vendor ID: VS0000025557

Legal Business Name: Gateway Contracting, Inc.

Address(es): 426 Edgewood Ave S, Jacksonville 32254-3728
426 Edgewood Ave S, Jacksonville 32254-3728
426 Edgewood Ave S, Jacksonville 32254-3728

Email(s): jharvin@gatewaycontractinginc.com

Alias/DBA:

Contact(s): JERRY HARVIN 904-388-4799

WebSite: www.gatewaycontractinginc.com

Commodity / Services

03100

AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS

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: 2022-031302-R1

SOLICITATION/PROJECT NAME: Eagle Academy - Generator (RE-BID)

Prime Contractor: Zabatt Engine Services, Inc. Subcontractor: Wisch & Jackson Co. of Florida, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/30/2023 to 11/29/2026

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

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

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
01	Building Automation Controls	\$10,056.75			\$10,056.75

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: \$10,056.75

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.

N/A Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Zabatt Engine Services, Inc.

Print Name of Prime

By: 
Authorized Signature

Sandra M. Sabatier

Print Name

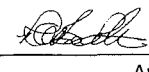
Secretary

Title

Date: 1/2/2024

Wisch & Jackson Co. of Florida, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Ross Buckalter

Print Name

President

Title

Date: 1/2/2024

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That


WISCH & JACKSON CO. OF FLORIDA, INC.

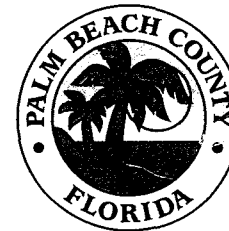
Vendor # **VC0000104747**

*is a Small/Women Business Enterprise (S/WBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
November 30, 2023 to November 29, 2026*

The following services and/or products are covered under this certification:

**Control Systems: Complete (For Automatic Temperature Control; Energy Computerized Control
Systems: HVAC , Lighting, Utilities, etc. Combination**


Allen Gray, Manager
11/30/2023



Palm Beach County Board of County Commissioners

Maria Sachs, Mayor
Maria G. Marino, Vice Mayor
Gregg K. Weiss
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

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

Contact: Terri Wolfe, Project Manager
Phone: (561)233-4408
Project Title: Eagle Academy - Generator (RE-BID)
Project #: 2022-031302-R1
Project Location: 38673 James Wheeler way, Belle Glade, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Electrical for additional requirements.
- c. Work is to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within four hundred fifty (450) 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 \$235 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection

2. SCOPE OF WORK

To remove the existing 1250 KW generator and replace with two (2) new 800 KW generators and above ground fuel tank per the project requirements provided below:

- a. Contractor is responsible for adhering to the project requirements as detailed in the attached specifications in Exhibit "1" and engineer's drawings in Exhibit "2".

- b. Contractor to provide a Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment. Certificate of Completion serves as notice of Substantial Completion. Contractor to notify the Project Manager in writing within twenty-four (24) hours of receipt of Certificate of Completion of Substantial Completion date.
- c. The site prep work includes a new concrete pad and protective concrete wall.

3. 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.

4. 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.

5. 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.

6. 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.

7. PREPARATION

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

8. 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.

9. INSTALLATION

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

10. 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.

11. CLEAN UP

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

12. 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: Eagle Academy - Generator (RE-BID)

PROJECT NUMBER: 2022-031302-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 11/14/2023

TO: Prospective Bidders

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

This Addendum consists of one (1) page and three (3) attachments.

1. CHANGE TO BID/QUOTATION FORM:

Change bid due date from "November 16, 2023 by 2:00 p.m." to read "December 7, 2023 by 2:00 p.m."

2. EXHIBITS:

- a. Insert into Exhibit "1", Exhibit "1B" – SECTION 264113 - LIGHTNING PROTECTION FOR STRUCTURES
- b. Replace the Cover Sheet and Sheet E-401 only in Exhibit "2" with "Exhibit 2 Revised Cover Sheet and Sheet E-401." The cover sheet includes a revised Index of Drawings.
- c. Revise E-901, New 800KW Emergency Generators G1 & G2, Basis of Design with the following:
 1. Strikethrough "hurricane rated" from "Weather/sound attenuated enclosure level I. Enclosure shall comply with South Florida Wind Load per FBC-Hurricane Rated."
 2. Insert Exhibit "3" - Extreme Performance Enclosure (EPE).

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

ADDENDUM - 1

Page 1 of 1

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

PROJECT NAME: Eagle Academy - Generator (RE-BID)

PROJECT NUMBER: 2022-031302-R1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 11/22/2023

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 five (5) pages and (3) attachments.

CHANGE TO BID/QUOTATION FORM:

Change bid due date from "December 7, 2023 by 2:00 p.m." to read "December 14, 2023 by 2:00 p.m."

Responses to Requests for Information

EAU GALLIE

Question #1: REF: Specification 231323 FACILITY ABOVEGROUND FUEL-OIL STORAGE TANKS 2.2 HORIZONTAL, STEEL, FUEL-OIL AST. (8,000 Gallons) A. General Industries. Is it acceptable to provide a CONVAULT concrete encased steel tank for the aboveground storage tank?

Response: The contractor must adhere to the basis of design as outlined in the contract documents.

- The ConVault tank meets UL 2085 protection standards, making it counterproductive to build an additional concrete wall around it as is the actual design.
- The ConVault tank weighs more than the proposed Metallic tank, necessitating a potential redesign of the concrete pad by a structural engineer.
- A ladder and fuel port cannot be attached to the ConVault tank to prevent disruption of its external concrete layer.
- The footprint of the ConVault tank differs from the design basis, which may require rearrangement of surrounding equipment.

Question #2: Who is responsible for removing fuel from existing tank to be demolished? If contractor what are estimated gallons of existing fuel in tank? Will it be disposed of or re-used?

Response: PBC Fleet Management Division will remove the fuel and supply new fuel. Contractor will provide the project manager a schedule in advance for coordination with Fleet.

Question #3: Who will take possession of the removed generator/fuel tank?

Response: Facilities has reviewed options for the old generator and do not have the means to use as a portable and it is too large to be set in place at other locations. The County would like to salvage any usable equipment and have the contractor scrap the unit. The County will need to report to fixed assets.

Question #4: REF: Specification 23 13 23.1.1.A.1. Insulated Steel Fuel-oil ASTs and 23 13 23- 1.6 A.1.b. 30 Year Warranty indicate UL-2085 Fireguard Tank. Specification 23 13 23.2.2.B -states UL 142, double-wall, horizontal, steel tank; with primary- and secondary-containment walls and with interstitial space. Which type tank is required UL 142 or UL-2085?

Response: UL 142 as shown on sheet P-100 and P-600.

Question #5: REF: Specification 23 13 23.2.2.A General Industries. Are equal tanks by manufacturers other than General Industries acceptable?

Response: General Industries is the basis of design product or PBC approved equal.

Question #6: Specification section for LIGHTNING PROTECTION has not been provided in the documents. Please provide.

Response: See attached revised Specs to include 264113 Lightning Protection for Structures.

Question #7: REF: Drawing E-100 SCOPE OF WORK, 13. CONTRACTOR SHALL SECURE THE SERVICES OF SCHNEIDER ELECTRIC SERVICES TO LOCATE TERMINALS INDICATED ON ITEM 12 ABOVE. IN ADDITION THE SERVICES SHALL INCLUDE INSTALL AND TEST AN ENERGY REDUCTION SWITCH TO EACH EXISTING 2000A FPL AND EMERGENCY BREAKERS ON SWBD "MSES". I assume the "MSES" should read "MSBE"?

Response: Use "MSBE" in lieu of "MSES" Refer to Exhibit 2.

Question #8: REF: Drawing E-901, CODED NOTES-NEW WORK, 12. "MODIFY LSI AND GROUND SENSOR SETTINGS OF EXISTING MICROLOGIC TRIP UNIT TO MATCH AND COORDINATE WITH THE NEW 800KW GENERATORS MAIN BREAKER "is only shown for the EMERGENCY BREAKER. Is ENERGY REDUCTION required at the existing FPL BREAKER?"

Response: Yes. Refer to Exhibit 2.As indicated in item 13 of the Scope of Work on drawing E-100. Approved Schneider Electric Services distributor ([Click Here To Locate Distributors](#)) shall provide UL relabel if required. The Schneider Electric electrical components are due to the standard building communications equipment in place is Square D/ Schneider and the new communications equipment must be compatible.

ZABATT POWER SYSTEMS, INC

Question #9: Please clarify the size of the new breaker in DP1E. E-901 note 11 vs E-902, DP1E legend note 6. Which is correct, the 70 or 100? If it is 100 can the spare be used?

Response: Shall be 3P-100A with LSI trip unit. Please replace one of the existing spare ones.

Question #10: Please add the prevailing wages by trade, so all are on the same page.

Response: Contact Wisch & Jackson (John Walker) 561-353-8109 or via email: john@wischandjackson.com

Question #11: Under specifications page 56, 015000, 1.3 through 1.10, 1.18, 1.19, 1.20, 1.22 and 1.23. Will each of these be required? Please advise.

Response: 1.3 - Temporary Electricity: The contractor should plan to provide a small tool generator/ power source in addition to limited exterior building where available.
1.10-Temporary Water Service: The contractor can utilize the exterior building water
1.11- Temporary Sanitary Facilities- The UNISEX restroom with exterior access can be used for GC crew use only. Other interior restroom are off limits.
1.18- Security Personnel: All GC crews will require PBC CJIS badges. The work area is behind a PBSO managed fence with lock/key. The GC will be required to supply gate security personnel to let the contractor in and out during working hours
1.19 Temporary Roads: Temporary road is not required
1.20 Parking: Some vehicles can park within site, others can park in East parking lot. No off-site parking should be needed.

Question #12: Specifications section 260543-5, 3.2 - A - Will any duct banks need to be encased in concrete?

Response: There are no duct banks to be encased in concrete. Just install conduits at the correct depth per NEC Code and provide the concrete slab as shown on architectural drawings.

Question #13: Who is responsible for the existing fuel removal and supply of the new fuel?

Response: PBC Fleet Management Division will remove the fuel and supply new fuel. Contractor will provide the project manager a schedule in advance for coordination with Fleet.

Question #14: Where is the Building Automation System located? Note 11, 11.7 on E-100

Response: Location is E-135

Question #15: Please advise the address or distance that the old generator and fuel tank need to be brought to and whether there are offloading capabilities on that end.

Response: Facilities has reviewed options for the old generator and do not have the means to use as a portable and it is too large to be set in place at other locations. The County would like to salvage any usable equipment and have the contractor scrap the unit. The County will need to report to fixed asset.

Question #16: Please clarify the type of conduit to be used outdoors under the concrete and the burial depth of the conduit under the concrete.

Response: PVC rigid schedule 40, see NEC table 300.5 for burial depth.

Question #17: Who is current on call BMS contractor? Please advise contact info.

Response: Contact Wisch & Jackson (John Walker) 561-353-8109 or via email:
john@wischandjackson.com

Question#18: Drawings state a temp mobile to be connected to the new Buss cabinet. Please realize that there will be a time lag from the demo of the old generator until the new Buss cabinet is installed. This lag could be weeks with no backup generator. Please advise if this is acceptable.

Response: The County will shift critical work to another location, which will allow disconnection to the generator.

GENSET SERVICES

Question #19: While reviewing the drawings, it looks like it is calling for a Hurricane Rated Enclosure. See page E-901 of the bid set under the generator specification section. The rest of the specs and drawings show a Generac Level 1 Wind Rated Enclosure that is not hurricane rated. Please advise which style enclosure is needed.

Response: Hurricane rated enclosure is not required. Refer to attached Exhibit 3, Extreme Performance Enclosure (EPE)

KIRBY CORPORATION

Question #20: Drawing E-701 states Generac Level 1 enclosure but does not indicate sound level. Can you specify the actual dB (A) noise level required?

Response: The average noise level for the Generac Level 1 enclosure (as basis of design) is 77.9 dB (A) at full load at 7 meters.

Question #21: Drawing E-702 states the Generac sizing report show a connected load of 732.37kW and a load factor 92% which seems very high. Can you verify what is the load factor required?

Response: Load Factor 92% includes 200KW safety reserve for peak standby demand.

Question #22: Drawing E-703 shows a skin-tight enclosure but specifications ask for walk-in. Can you confirm if enclosure has to be walk-in or skin-tight?

Response: Outdoor enclosure type shall be Skin-Tight/Reach-In. No walk-in enclosure is required.

Question #23: Drawing E-901 states the generator enclosure has to be level 1 but level 1 is subjective and different for all manufacturers. Can you specify the actual dB (A) noise level required?

Response: The average noise level for the Generac Level 1 enclosure (as basis of design) is 77.9 dB (A) at full load at 7 meters.

Question #24: Drawing E-901 states the generator enclosure has to be hurricane rated for wind but does the enclosure have to be rated for large missile impact?—(PBC) no
Specification section 263213 page 3, section 2.2.A, states all components are required to have seismic performance and testing. Florida is seismic zone 0 can you confirm if equipment needs to be seismic certified?

Response: No seismic required.

Question #25: Specification section 263213 page 3, section 2.2.M states noise emission requirement but not noise level. Can you specify the actual dB (A) noise level required?

Response: The average noise level for the Generac Level 1 enclosure (as basis of design) is 77.9 dB (A) at full load at 7 meters.

Question #26: Specification section 263213 page 7, section 2.5.E.1 states a fuel tank capacity of four plus 33% but later a day tank of 200 gallons. A fuel tank of four hours plus 33% may be bigger than 200 gallons. What size tank is required?

Response: 263213 page 7, section 2.5.E.1 refers to the 8000 gallons fuel storage tank. Day tanks shall be 200 gallons. See drawing P-100.

Question #27: Specification section 263213 page 14, section 2.9, states enclosure shall be level 2 and also level 1. Again level 2 is subjective and different for all manufacturers. Can you specify the actual dB (A) noise level required?

Response: The average noise level for the Generac Level 1 enclosure (as basis of design) is 77.9 dB (A) at full load at 7 meters.

Question #28: Specification section 263213 page 14, section 2.9, states enclosure shall be "walk-in" but drawings show an enclosure that is "reach-in" not "walk-in". Can you clarify if enclosure needs to be "walk-in" or "reach-in"?

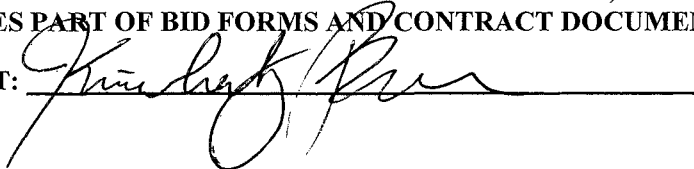
Response: Outdoor enclosure type shall be Skin-Tight/Reach-In. No walk-in enclosure is required.

Question #29: Specification section 263213 page 16, section 2.10.B. states generator requires seismic restrained spring isolators. Since generators are outdoors, if the manufacturer's design includes integral rubber isolators will these be acceptable?

Response: Either spring isolators or rubber isolators are acceptable.

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

ACKNOWLEDGMENT OF RECEIPT:



END OF ADDENDUM # 2

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

PROJECT NAME: Eagle Academy - Generator (RE-BID)
PROJECT NUMBER: 2022-031302-R1

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 12/7/2023

TO: Prospective Bidders

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

This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "December 14, 2023 by 2:00 p.m." to read "January 4, 2024 by 2:00 p.m."

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

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM

ADDENDUM - 3

Page 1 of 1

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

PROJECT NAME: Eagle Academy- Generator (RE-BID)

PROJECT NUMBER: 2022-031302-R1

ADDENDUM NUMBER: FOUR

DATE OF ISSUANCE: 12/14/2023

TO: Prospective Bidders

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

This Addendum consists of two (2) pages and two (2) attachments.

1. **EXHIBIT:** Insert Exhibit "4"
2. The question and answer period is now closed for this solicitation. All questions received as of this Addendum 4 have been addressed.
3. **Responses to Requests for Information:**

ZABATT POWER SYSTEMS, INC

Question #1: Can there be a force majeure clause added to the bid document or contract?

Response: The following is the County's current contract language:

"The Contractor shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the Work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable."

In addition, the awarded contractor must take precautions to protect the site during

construction from expected common weather conditions.

EAU GALLIE ELECTRIC

Question #2: It is not clear if prevailing wages apply to this bidding project. Please clarify the answer to question #10 (in Addendum 2).

Response: Prevailing wages do not apply to this solicitation. Refer to the attached Palm Beach County Living Wage.

4. PBC Clarifications:

Clarification #1:

See sheet E-100 of Exhibit “2” **NOTE TO CONTRACTOR:**

The image shows a technical drawing titled "NOTES TO CONTRACTOR". The notes state: "THE COUNTY WILL MAINTAIN OWNERSHIP OF THE DEMOED 1250KW GENERATOR. CONTRACTOR TO COORDINATE WITH PBSO/FMD THE REQUIREMENTS FOR THE DISPOSAL OF DEMOED GENERATOR. THE CONTRACTOR SHALL INCLUDE IN THE BID THE COST OF DEMOLITION AND DISPOSAL." Below the notes is a revision table with columns for "NO.", "DATE", and "DESCRIPTION". The table is currently empty. To the right of the drawing is a professional engineer's seal for Benjamin De Zayas, License No. 82325, State of Florida. Below the seal is a title block for project 3429-00, dated 09.01.2023, drawn by TA and checked by BOZ. The drawing also includes a vertical label "GENERAL ELECTRICAL NOTES, CONN. SYMBOL LEGEND AND A" and a horizontal label "BUD SET - 05/09/2023".

The contractor will transport the old generator to the following location: **Palm Beach County - Fixed Asset building, located at 2455 Vista Parkway, West Palm Beach, FL 33411.**

Clarification #2:

For Building Automation Systems (BAS), Wisch and Jackson is the approved provider. All bidders should include the dollar amount from attached “Exhibit 4” to their bid submission and include this subcontractor on OEBO Schedule 1 and 2.

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

ACKNOWLEDGMENT OF RECEIPT: *Kimberly B...*
END OF ADDENDUM 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 501 Riverside Ave Suite 1000 Jacksonville FL 32202	CONTACT NAME: Kim Bass PHONE (A/C, No, Ext): 19044215346 FAX (A/C, No): 904-634-1302 E-MAIL ADDRESS: Kimberly_Bass@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Zabatt Engine Services, Inc. dba Zabatt, Inc. 4612 Highway Avenue Jacksonville FL 32254	ZABAENG-01	INSURER A : BusinessFirst Insurance Company INSURER B : Continental Insurance Company INSURER C : National Fire Insurance Co of Hartford INSURER D : Travelers Casualty and Surety Company INSURER E : INSURER F :
		NAIC #
		11697
		35289
		20478
	19038	

COVERAGES

CERTIFICATE NUMBER: 2134580186

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

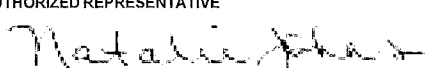
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		6080613017	5/1/2023	5/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6080613020	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
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B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			6080613048	5/1/2023	5/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52120264	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Client Fidelity			106321109	5/1/2023	5/1/2024	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Eagle Academy Generator, Project No. 2022-031302-R1, Remove existing 1250 KW Generator and replace with two (2) new 800 KW generators and above ground fuel tank, Project Location 3873 James Wheeler Way, Belle Glade Palm Beach County, a political subdivision of the State of Florida, Board of County Commissioners is an additional insured on the general liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of County Commissioners Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: ZABATT ENGINE SERVICES, INC.

Policy No: 6080613017

Endorsement No: 5

Effective Date: 05/01/2023

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4002001760806130170896



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: ZABATT ENGINE SERVICES, INC.

Policy No: 6080613017

Endorsement No: 5

Effective Date: 05/01/2023

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**Manufacturers' General Liability Extension Endorsement****20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Rebekah Tolbert

*Travelers -Commercial Surety
Bond & Specialty Insurance*
2420 Lakemont Ave , Suite 200
Orlando, FL 32814

(407) 388-3271

(888) 420-5786 (fax)

March 28, 2024

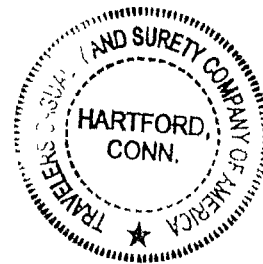
Re Letter of Authority – BOND 107893845
EAGLE ACADEMY – GENERATOR
PROJECT NO 2022-031302-R1

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date (as long as it is a future date) and date the form of guarantee upon substantial completion

If you have any questions or need any additional information, please do not hesitate to contact me

Sincerely,

Travelers Casualty and Surety
Company of America





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

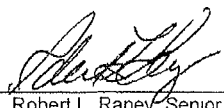
KNOW ALL MEN BY THESE PRESENTS That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rebekah Tolbert** of **Orlando**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021



State of Connecticut

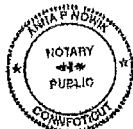
City of Hartford ss

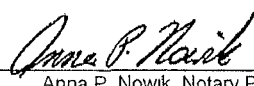
By 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

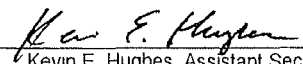
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect

Dated this **28** day of **March**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

PUBLIC CONSTRUCTION BOND

BOND NUMBER 107893845

BOND AMOUNT \$2,198,176.00

CONTRACT AMOUNT \$2,198,176.00

CONTRACTOR'S NAME: Zabatt Engine Services, Inc.

CONTRACTOR'S ADDRESS: 4612 Highway Avenue, Jacksonville, FL 32254

CONTRACTOR'S PHONE: 904-384-4505

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square, 8MS, Hartford, CT 06183-0001

SURETY'S PHONE: 800-842-5075

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: Eagle Academy – generator (re-bid)

PROJECT NUMBER: 2022-031302-R1

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

DESCRIPTION OF WORK: Remove existing 1250 KW generator and replace with two (2) new 800
KW generators and above ground fuel tank.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

38673 James Wheeler Way, Belle Glade

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 \$2,198,176.00

Two million one hundred ninety-eight thousand one hundred seventy-six and 00/100

Price]

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: Eagle Academy – generator (re-bid)

Project No.: 2022-031302-R1

Project Description: Remove existing 1250 KW generator and replace with two (2) new 800 KW generators and above ground fuel tank

Project Location: 38673 James Wheeler Way, Belle Glade

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:

LOCATION OF FIRM:

PHONE:

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

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

- a. Performs the contract between Principal and County for the construction of removing existing 1250 KW generator and replacing with two (2) new 800 KW generators and above ground fuel tank, 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.

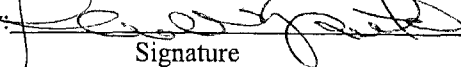
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

Dated on _____, 20__

PRINCIPAL:

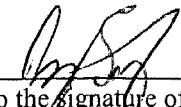
By: 
Signature

Staudra N. Sabatzer - Secretary
(Print Name and Title)

(SEAL)

Address of Principal: _____

4612 Highway Avenue, Jacksonville, FL 32254


Attest as to the signature of Principal

VP- SALES + MARKETING
Title

Address of Witness: 4612 Highway Ave
Jax FL 32254

SURETY:

By: Kimberly L. Bass

Signature

Kimberly L. Bass, Attorney-In-Fact

(Print Name and Title)



Faith Painter

Faith Painter (Apr 1, 2024 10:31 EDT)

Attest as the signature of Surety

Sr. Broker Placement Specialist

Title

(SEAL)

Address of Surety: _____

Address of Witness: _____
501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Faith A. Painter** of **JACKSONVILLE**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

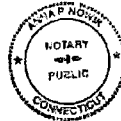
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

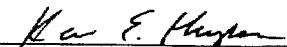
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

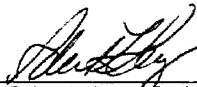
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE Florida** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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State of Connecticut

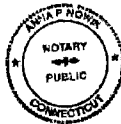
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

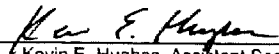
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____,




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Zabatt Engine Services, Inc. and Surety Name: Travelers Casualty and Surety Company of America.

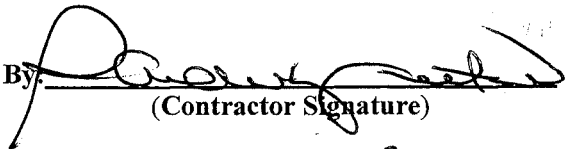
We the undersigned hereby guarantee that the (Eagle Academy – generator (re-bid); #2022-031302-R1) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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.

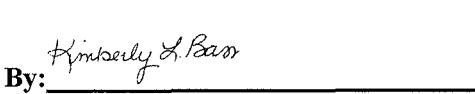
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Zabatt Engine Services, Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)
Sandra M. Sabatier - Secretary
(Print Name and Title)

Travelers Casualty and Surety Company of America
(Surety Name) (Seal)

By: 
(Surety Signature)
Kimberly L. Bass, Attorney-In-Fact
(Print Name and Title)



MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

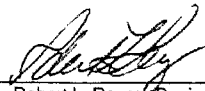
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

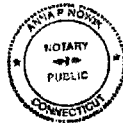
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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

API: Price Preference

ANNUAL/TRADE: Electrical

MANDATORY PRE-BID DATE: 10/26/2023

PROJECT NUMBER: 2022-031302-R1 PROJECT MANAGER: Terri Wolfe, Project Manager

BID OPENING DATE: 1/4/2024

PROJECT NAME: Eagle Academy - Generator (RE-BID)

FIRM NAME	Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc.	EAU Gallie Electric, Inc.	Grid-One Electrical Construction, Inc.		
PRIME LOCATION	NON-LOCAL	NON-LOCAL	LOCAL		
PRIME SBE STATUS	NON-SBE	NON-SBE	SBE		
BID BOND	Yes	Yes	Yes		
BID	\$2,198,176.00	\$2,388,000.00	\$2,675,000.00		
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 3	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
ADDENDUM 4	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed		
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory	Subcontractor(s) not listed on Schedule 1		
SBE PARTICIPATION	0.46%	0.42%	100%		
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory	Satisfactory		
NOTES:			Non-responsive as required subcontractor not included on Schedule 1 per Addendum 4 - Clarification #2		

COMMENTS:

Bid Documents Opened By (Print Name): Phyllis Lancaster Bid Documents Recorded By (Print Name): Donna Lynch

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

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

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

Note: Tabulation is not official until checked and certified by Capital Improvements Division.

RECOMMENDED FOR APPROVAL:

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

Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc.

Charlene La Mattina, Project Manager Date 1.12.2024

IAW
2/2/24

Gigi Jones, Contracts Manager Date 1/10/24



ATTACHMENT #5

ANNUAL CONTRACT - ELECTRICAL #19563: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 11/19/2019)							\$11,000,000.00					
ELECTRICAL CONTRACT Expires 11/18/24							\$1,000,000.00					
Board Item - Increase Capacity (12/08/2020) (Amendment #1)							\$2,000,000.00					
Board Item - Increase Capacity (10/04/2022) (Amendment #2)							\$3,000,000.00					
Board Item - Increase Capacity (1/23/2024) (Amendment #3)							\$5,000,000.00					
PROJECT INFORMATION							DOLLARS		SBE PARTICIPATION			
DATE APPROVED	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.
2022-031302-R		Eagle Academy - generator (re-bid)	Zabatt	\$2,198,176.00	24-001		\$5,962,496.14	\$5,037,503.86	\$10,056.75	0.00	0.46%	
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$5,024,455.24	3,154,400.48	1,390,297.12	52.79%	44.07%							
		ELECTRICAL CONSTRUCTION ANNUAL	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
	1	Albert Electric, Inc. - R2019-1752	Albert	\$0.00	\$ -		-					
	2	All Florida Contracting Services, LLC. - R2022-0699	All	\$88,900.00	\$ -	0.00%	-	0.00%				
	3	Clear Blue Energy Corp. - R2020-1351	Clear	\$0.00	\$ -		-					
	4	Davco Electrical Contractors, Corp. - R2019-1753	DAVCO	\$0.00	\$ -		-					
	5	EAU Gallie Electric, Inc. - R2022-0847	EAU	\$165,000.00	\$ -	0.00%	-	0.00%				
	6	Greenview Construction LLC - R2019-1754	Greenview	\$0.00	\$ -		-					
	7	Grid-One Electrical Construction, Inc. - R2019-1755	Grid-One	\$1,459,679.12	\$ 1,444,308.12	98.95%	-	0.00%				
	8	Imperial Electrical Inc. - R2020-0831	Imperial	\$117,065.20	\$ -	0.00%	-	0.00%				
	9	Langer Electrical Company - R2020-0080	Langer	\$0.00	\$ -		-					
	10	M. Gay Constructors, Inc. - R2020-1350	Gay	\$0.00	\$ -		-					
	11	Mills Electric Service, Inc. - R2022-0848	Mills	\$0.00	\$ -		-					
	12	Protect Video, Inc. - R2019-1756	Protect	\$1,596,777.80	\$ 1,390,490.10	87.08%	1,313,291.25	82.25%				
	13	Pyke Electric Inc.	Pyke	\$0.00	\$ -		-					
	14	Sullivan Electric & Pump, Inc. - R2019-1757	Sullivan	\$8,648.79	\$ 8,648.79	100.00%	-	0.00%				
	15	Triton Electrical Company - R2021-0326	Triton	\$223,910.85	\$ 223,890.85	99.99%	-	0.00%				
	16	Universal Electric of Florida, Inc. R2019-1758	Universal	\$0.00	\$ -		-					
	17	Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc. - R2022-0694	Zabatt	\$2,315,563.00	\$ 87,062.62	3.76%	77,005.87	3.33%				
	18	Gilmore Electric Company, Inc. - R2023-0413	Gilmore	\$0.00	\$ -		-					
		TOTAL		5,975,544.76	3,154,400.48	52.79%	1,390,297.12	23.27%				