

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

Meeting Date: August 20, 2024

Consent
 Workshop

Regular
 Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-002 (Work Order) to the annual electrical contract (R2022-0694) with Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc. (Contractor) in the amount of \$1,212,591.51 for the Vista, Information Systems Services (ISS) Data Center-Redundant Generator Installation project for a period of 240 calendar days from notice to proceed.

Summary: The project consists of the supply and installation of one (1) stand-by power generator. The ISS Data Center located at the Operations and Support Center (OSC, 2601 Vista Parkway) is a critical site which supports data equipment to various County agencies. It is essential that a secondary generator is installed to provide 24/7 uninterrupted emergency power for the ISS Data Center OSC Facility. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary to install a diesel powered, 600 Kilowatt (KW) stand-by power generator for the ISS Data Center OSC Facility. The new generator will provide 24/7 uninterrupted emergency power to 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 240 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$120 per day. This Work Order was solicited pursuant to the annual 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 a Small Business Enterprise (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 0.42%. To date, the Contractor's overall SBE participation is 1.94%. To date, the overall SBE participation on the annual electrical contract is 37.76%. Funding for this project is from the Information Technology Capital Improvements Fund. **(Capital Improvements Division) District 7 (MWJ)**

Background & Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on March 14, 2024 and the Contractor submitted the lowest responsive and responsible bid of the four (4) bids received.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-002
4. Bid Summary
5. Annual Contract-Electrical #19563: Control Sheet

bmt

Recommended by:  Department Director 7/14/24 Date

Approved by:  County Administrator 7/30/24 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$1,242,907	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,242,907	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account Nos.:

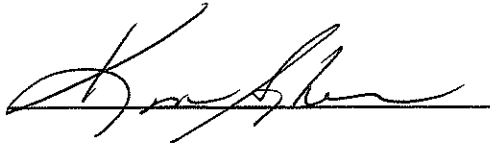
Fund 3901	Dept 491	Unit 1427	Object TBD	\$294,059
Fund 3901	Dept 491	Unit 1436	Object TBD	\$500,000
Fund 3901	Dept 491	Unit 1447	Object TBD	\$448,848

CONSTRUCTION	\$1,212,591.51
STAFF COSTS	\$ 30,314.79
CONTINGENCY	\$ 0.00
TOTAL	\$1,242,906.30

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

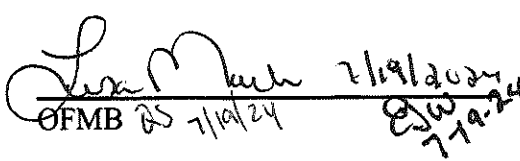
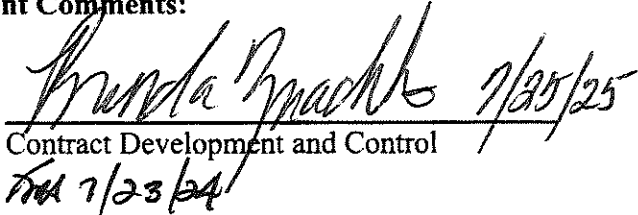
Funding for this project is from the Information Technology Capital Improvements Fund.

C. Departmental Fiscal Review:

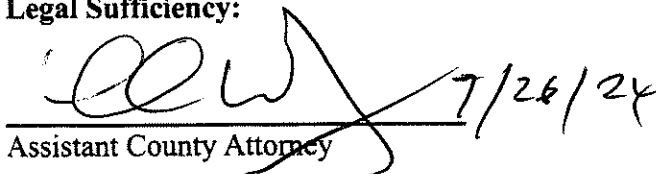


III. REVIEW COMMENTS

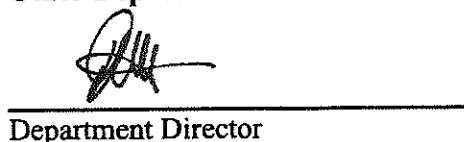
A. OFMB Fiscal and/or Contract Development Comments:

 7/19/2024
 OFMB AS 7/19/24
 7/25/25
 Contract Development and Control
 7/23/24

B. Legal Sufficiency:

 7/26/24
 Assistant County Attorney

C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 2021-047756
Project Name: Vista, Information Systems Services (ISS) Data Center-Redundant Generator Installation
Location: 2601 Vista Parkway, West Palm Beach, Florida 33411



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/13/2024/24 PHONE: 561-233-2050
 PROJECT MANAGER: Chris Vacca, Facilities Systems Project Manager
 PROJECT TITLE: Vista, ISS Data Center – redundant generator installation
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
 BCC RESOLUTION#:
 DATE:

REQUESTED AMOUNT: \$1,212,591.51
 eFDO # / PROJECT NUMBER: 2021-047756
 W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:
 SERVICE LOCATION: 2601 Vista Parkway, West Palm Beach, FL
 BUILDING NUMBER: 1449

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 provide and install one (1) diesel powered stand-by generator.

CONSTRUCTION	\$1,212,591.51
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 30,314.79
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$ _____
TOTAL	\$1,242,906.30

** 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: 3901-491-1427 = \$294,059	*All funds are Ad Valorem ** Need more specificity on items to determine object codes and what needs to be tagged
3901-491-1436 = \$500,000	
IDENT 3901-491-1447 = \$ 448,848	

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ (Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

DEPARTMENT: Information System Services

BAS APPROVED BY: Amy Karpf Digitally signed by Amy Karpf
DN: cn=Amy Karpf, o=State of Florida, ou=Department of Information Systems, email=Amy.Karpf@fldoe.org DATE _____

ENCUMBRANCE NUMBER: _____

**WORK ORDER 24-002 TO
ANNUAL CONTRACT R2022-0694
FOR ELECTRICAL
PROJECT NAME: VISTA, ISS DATA CENTER – REDUNDANT GENERATOR
INSTALLATION
PROJECT NO. 2021-047756**

THIS WORK ORDER is made as of August 20, 2024 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and 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 7/12/2022 (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 **\$1,212,591.51** for the construction costs of providing and installing one (1) diesel powered stand-by generator 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 **240** calendar days of notice to proceed. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 1.94% SBE subcontracting participation on this Contract. Contractor will provide 0.42% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

Addenda 1-3
 APIs
 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:

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a 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: Vista, ISS Data Center - Redundant Generator Installation
Project Number: 2021-047756

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

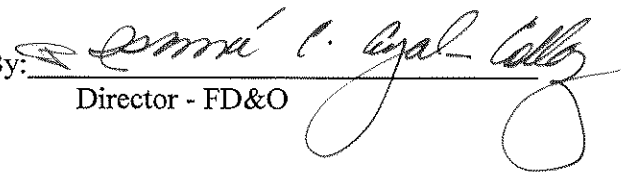
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

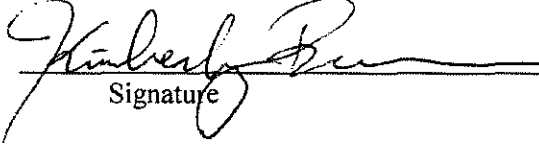
By:  _____
Director - FD&O

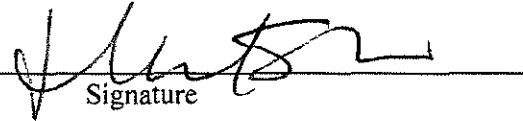
Project Name: Vista, ISS Data Center - Redundant Generator Installation
Project Number: 2021-047756

WITNESS: FOR CONTRACTOR

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

SIGNATURE

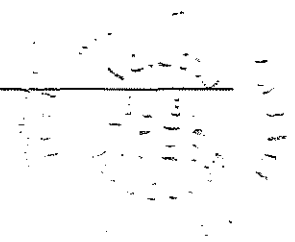

Signature


Signature

Kimberly Brown
Name (type or print)

J. Michael Sabatier
Name (type or print)

President
Title
(Corporate Seal)



BID FORM

PROJECT NUMBER: 2021-047756

PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 1,212,591.51

Written amount One Million Two Hundred Twelve Thousand Five Hundred Ninty-One Dollars and Fifty One Cents

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

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes _____ 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 2/6/2024 Addendum # 3 dated 3/5/2024
Addendum # 2 dated 2/27/2024 Addendum # _____ dated _____

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

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

QUOTE/BID PROVIDED BY:

3/13/2024
Date

Zabatt Engine Services, Inc.

Contractor Firm Name



Signature

Kimberly Brown - Bid Estimator

Print Name and Title

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

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

PROJECT NUMBER: 2021-047756
PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation
DATE: March 13, 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, (\$), (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 by 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: **Vista, ISS Data Center -
Redundant Generator Installation, Project Number 2021-047756**, 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: 2021-047756
PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation
DATE: March 13, 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 13th day of March, A.D., 2024.

ATTEST: (SEAL)

Wong E. Beglan
(Signature)

Korey Beglan
Print Name

TITLE: Sales Support

Zabatt Engine Services, Inc.
(Contractor Firm Name)

By: *Kimberly Brown*
(Signature)

Kimberly Brown | Bid Estimator
Print Name and Title:

ATTEST: (SEAL)

Mary Schneider
(Signature)

Mary Schneider
Print Name

TITLE: Client Service Manager

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, 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 13th 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.**

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

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

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

 SBE Sheltered Market for Small Construction Contracts

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

 X **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Vista, ISS Data Center - Redundant Generator Installation

SOLICITATION/PROJECT/BID NO.: 2021-047756

SOLICITATION OPENING/SUBMITTAL DATE: _____

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: \$1,148,824.36

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. Sims Crane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$7,142.86	_____	_____
2. Gateway Contracting, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$56,624.29	_____	_____
3. Wisch & Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$5,142.86	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

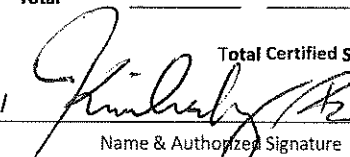
(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 1,212,591.51

Total _____ \$5,142.86 \$63,767.15

Total Certified S/M/WBE Participation \$ \$5,142.86

I hereby certify that the above information is accurate to the best of my knowledge: Kimberly Brown /



Name & Authorized Signature

Bid Estimator

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: 2021-047756

SOLICITATION/PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

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.

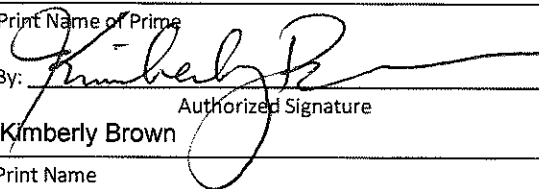
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Crane Rental	1			\$7,142.86

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

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

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
Kimberly Brown
 Print Name
 Bid Estimator
 Title
 Date: 3/13/2024

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: 3/11/2024

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: **2021-047756**

SOLICITATION/PROJECT NAME: **Vista, ISS Data Center - Redundant Generator Installation**

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
 Hispanic American Native American

Caucasian American

Supplier

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


Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Diesel fuel piping		1		\$56,624.29


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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Zabatt Engine Services, Inc.
Print Name of Prime
By: 
Authorized Signature
Kimberly Brown
Print Name
Bid Estimator
Title
Date: 3/13/2023

Gateway Contracting, Inc.
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Jerry Harvin **Jerry Harvin**
Print Name
President **President**
Title
Date: 3/12/2024 **01/02/2023**

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: 2021-047756

SOLICITATION/PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

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

(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
1	Building Automation Controls	1			\$5,142.86

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


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

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

Kimberly Brown

Print Name

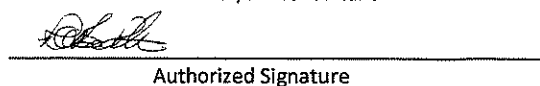
Bid Estimator

Title

Date: 3/13/2024

Wisch & Jackson Co. of Florida, Inc.

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Ross Buckalter

Print Name

President

Title

Date: 3/8/2024

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

Contact: Chris Vacca, Facilities Systems Project Manager
Phone: (561)233-2050
Project Title: Vista, ISS Data Center - Redundant Generator Installation
Project #: 2021-047756
Project Location: 2601 Vista Parkway, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting, and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – 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 two hundred forty (240) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

To provide and install one (1) diesel powered stand-by generator per the project requirements provided below:

- a. Stand-by generator to be 600KW, 480-volt, and 3 phase.

- b. New generator installation to be turnkey, per engineer's drawings and specifications included as Exhibits "1" and "2".

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 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.
- c. Contractor is responsible for providing any required hangers, supports, tie-downs, etc. required to provide complete installation.

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

The contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to the 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 FBC, NEC, and the Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State, and Local codes, and established standards.

10. WARRANTY

The 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 the job site daily. Thoroughly clean the entire job area prior to requesting the final inspection.

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

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 IMPROVEMENT DIVISION**

PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

PROJECT NUMBER: 2021-047756

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 2/6/2024

TO: Prospective Bidders

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

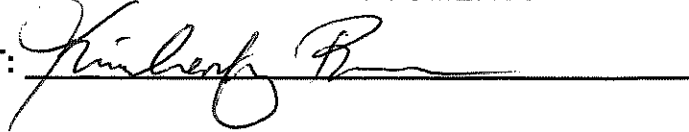
This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "February 15, 2024 by 2:00 PM" to read "February 29, 2024, by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT: _____



END OF ADDENDUM - 1

ADD 1 - 1

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

PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

PROJECT NUMBER: 2021-047756

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 2/27/2024

TO: Prospective Bidders

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

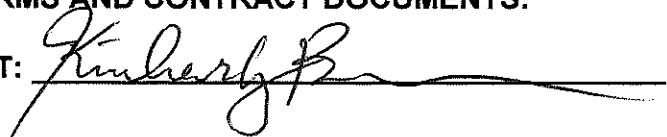
This Addendum consists of one (1) page.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "February 29, 2024 by 2:00 PM" to read "March 14, 2024, by 2:00 PM"

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

ACKNOWLEDGMENT OF RECEIPT:



END OF ADDENDUM - 2

ADD 1 - 1

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

PROJECT NAME: Vista, ISS Data Center - Redundant Generator Installation

PROJECT NUMBER: 2021-047756

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 3/5/2024

TO: Prospective Bidders

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

This Addendum consists of four (4) pages and two (2) attachments.

CHANGE TO BID/QUOTATION FORM:

1. EXHIBIT, delete Exhibit "2" in its entirety and replace with Exhibit "2" Revised
2. RESPONSES TO REQUESTS FOR INFORMATION:

EAU GALLIE

Question #1: There is alternate 1 described on the contract drawings. The bid form does not include a separate line to record alternate bid price. Is the scope described in alternate 1 to be included in or priced separately from the total quote/bid amount?

Response: Alternative 1 shall be part of the Bid. ASCO indicated that the existing ASCO Series 346 paralleling switchgear is obsolete, and some parts are not available. See "NOTE TO CONTRACTOR" on E4-0 (Exhibit "2" Revised).

Question #2: Paralleling switchboard and sheet E4-0 new 3P-1000A, MCB 100% rated square D draw-out LSI." Which size/type circuit breaker is to be installed in the existing ASCO generator paralleling switchboard?

Response: Square D breaker size, type, model are indicated on drawings E4-0 (Exhibit "2" Revised).

Question #3: What is the scope of work in this contract under DIVISION 03 CONCRETE?

Response: Concrete work is minimal, please see answer # 15 on page 3 for concrete work to install EPOs conduits.

Question #4: What is the scope of work in this contract under DIVISION 04 MASONRY?

Response: Masonry work is not anticipated

Question #5: What is the scope of work in this contract under DIVISION 09 FINISHES?

Response: Finish work such as paint touch-ups is anticipated where new annunciators will be installed.

PROTECT VIDEO, INC.

Question #6: Can you confirm that a 600KW will be required for the temporary generator? If not, what size is acceptable?

Response: Gartek recommends the contractor to provide a temporary generator the same size as the existing 600KW generator.

Question #7: Who is responsible for replacing any fuel used by the temporary generator, the contractor or the county?

Response: The Contractor

ZABATT POWER SYSTEMS, INC.

Question #8: Please advise what your full insurance requirements are. Looks like the bid only mentions WC.

Response: 31.15 Insurance Coverage & Limit Table. The Contractor shall maintain at a minimum the limits of liability indicated in the Insurance Coverage and Limit Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$500,000 per occurrence Yes	\$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
<u>WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$500,000/\$500,000/\$500,000	

Question #9: Do you have an estimated budget for this bid?

Response: Due to the volatility of today's market an estimate is not available at this time.

Question #10: Are we to include surveying in our bid?

Response: No

Question #11: Please advise what testing reports the contractor will be required to do?

Response: Testing reports are just for the new 600KW generator, refurbished existing, paralleling switchgear, and commissioning of the emergency power system as required by NFPA 110.

Question #12: Please advise what temp utilities/controls will be required for this project.

Response: At a minimum, ISS request the following:

- A 600kw generator to be running and providing power to the data center, when testing the functionality of the new parallel gear with new generator.
- An electrician onsite that is familiar with the ASCO, ATS gear when performing tasks that can potentially have the load to the room dropped.
- An electrician that is familiar with the ASCO, DGC-2020 HD DIGITAL GENSET CONTROLLER (Instruction Manual attached).
- Vendor to place the room on backup power, at any time in the project, when the current generator has to be placed offline.

Question #13: Please confirm that the contractor does not need to include any diesel fuel in their bid.

Response: Fuel for the temporary generator will be provided by the contractor. Fuel for the permanent Generator will be provided by the County.

Question #14: Please advise the EMS integrator with contact information and request that their quote become part of the bid documents in an addendum.

Response: Drawing E3-0 (Exhibit "2" Revised), coded note 6, indicates that the contractor shall secure the services of the PBC on-call EMS integrator to provide generators status in the EMS. See BAS quote attached as Exhibit "3".

Question #15: Please advise thoughts on the existing EPO relocation and how the new conduit should be run?

Response: Existing EPO on generator 1 is being removed (see E3-0 & E4-0 on (Exhibit 2 Revised). The new EPOs will be installed trenching existing concrete slab to the location indicated on the floor plan E3-0 (Revision 1) (coded notes 7, 10 & 11). Conduits shall be GRS.

Question #16: The following conduits stub up in the new Gen Pad 2: 3 - 4", 3 - 2" and 1 - 1". We noticed that 1 - 2" and 1 - 1" stub up to the right of the existing docking station. Do

these come from the Gen 2 pad? Are there any conduits that need to be added to the existing Gen 2 stub up area? If so, for what and describe how they should be run (under existing concrete or surface on existing concrete? Please detail where the other end of the existing conduits in Gen 2 stub up area are.

Response: 1 - Existing conduits in the new generator 2 slab are the same quantity and size used for the generator installation.
2 - Conduits in the docking station area are not in the as-built drawings.
3 - See comment 1 above on this item.

Question #17: Please advise the weights of the generator sub base tank and enclosure.

Response: Approximate dry weight: 22,000 lbs.

Question #18: Will the generator supplier be supplying the pressure relief valve, oil safety valves and emergency shut off valves, generator exhaust cap and exhaust bellows?

Response: 1- To be supplied by generator contractor:
- Generator exhaust cap and exhaust bellows.
- Generator check and solenoid valves.
2- To be provided by the fuel contractor:
- Connections from the fuel sump to the generator belly tank, pipes, supports and associated valves to be provided and installed by the fuel contractor.

Question #19: Are there any specs on the generator exhaust and what schedule steel piping does the exhaust need to be?

Response: Schedule 40. See P1-0 as shown in (Exhibit "2" Revised).

Question #20: Regarding the new 1 1/2" communication conduit shown to be run from the lobby to the ASCO gear: At the pre-bid, one of the janitors told us that the existing annunciator in the lobby was for a different generator on the opposite side of the Building. If there is an existing 1 1/2" conduit between the lobby and the ASCO gear, might we suggest running annunciator 2 wiring in the same conduit as the cost for running a new one exorbitant, with directional boring being the best way. Please advise.

Response: It is acceptable to use the same conduit if the existing conduit allows cables to run.

IT IS REQUIRED THAT THIS ADDENDUM NO. THREE (3), 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 - 3

ADDENDUM - 3

4 of 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/14/2024

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 32211	CONTACT NAME: Mary Schneider	
	PHONE (A/C, No, Ext): 904-421-4307 FAX (A/C, No): E-MAIL ADDRESS: mary_schneider@ajg.com	
INSURED Zabatt Power Systems Inc. dba Zabatt Inc. Zabatt Engine Services 4612 Highway Avenue Jacksonville FL 32254	ZABAENG-01	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : BusinessFirst Insurance Company	11697
	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co of Hartford	20478
	INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 627145748 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 ISBR INSD WVP	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6080613017	5/1/2024	5/1/2025	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	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation		6080613034	5/1/2024	5/1/2025	\$50,000 \$5,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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 Palm Beach County Board of County Commissioners Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5604	CANCELLATION 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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**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ZABATT ENGINE SERVICES, INC.</p> <p>Endorsement Effective Date: 05/01/2023</p>
--

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13	Endorsement Effective Date:	Endorsement Expiration Date:	Policy No: BUA 6080613020
Endorsement No: 7; Page: 1 of 1			Policy Effective Date: 05/01/2023
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606			Policy Page: 56 of 277



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of **Section II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

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 Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)	Endorsement Expiration Date:	Policy No: BUA 6080613020
Endorsement Effective Date:		Policy Effective Date: 05/01/2023
Endorsement No: 22; Page: 1 of 1		Policy Page: 98 of 277
Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606		



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; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

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

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, 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** 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.

- III. 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;

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**.

5002000176006130177753



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

IV. But if the **written contract** requires 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**.

V. 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**.

VI. 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**:

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.

VII. 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 endeavor to 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 other insurance under 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.



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

VIII. 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. 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; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

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.

50020001760806130177754





Rebekah Tolbert

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

(407) 388-3271

(888) 420-5786 (fax)

May 17, 2024

Re: Letter of Authority – BOND 107893846
Vista, ISS Data Center – redundant generator installation
PROJECT NO. 2021-047756

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,

Rebekah Tolbert

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

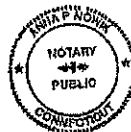
City of Hartford ss

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 107893846

BOND AMOUNT \$1,212,591.51

CONTRACT AMOUNT \$1,212,591.51

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: Vista ISS Data Center – redundant generator installation

PROJECT NUMBER: 2021-047756

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

DESCRIPTION OF WORK: Provide and install one (1) diesel powered stand-by generator.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

2601 Vista Parkway, West Palm Beach

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 \$1,212,591.51
One million two hundred twelve thousand five hundred ninety-one and 51/100

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Vista, ISS Data Center – redundant generator installation
Project No.: 2021-047756
Project Description: Provide and install one (1) diesel powered stand-by generator
Project Location: 2601 Vista Parkway, West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Gartek Engineering Corp.
LOCATION OF FIRM: 7210 SW 39th Terrace, Miami, FL 33155
PHONE: 305-266-8997

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

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

- a. Performs the contract between Principal and County for the construction of providing and installing one (1) diesel powered stand-by generator, 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.

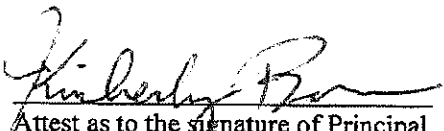
3. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under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


Attest as to the signature of Principal

Bid Specialist _____
Title

Address of Witness: _____
4612 Highway Avenue, Jacksonville, FL 32254

PRINCIPAL: Zabatt Engine Services, Inc.

By: 
Signature

J. Michael Sabatier - President
(Print Name and Title)

(SEAL)

Address of Principal: _____
4612 Highway Avenue, Jacksonville, FL 32254

SURETY: Travelers Casualty and Surety Company of America

By: Kimberly L. Bass
Signature

Kimberly L. Bass, Attorney in Fact
(Print Name and Title)



Faith Painter
Faith Painter (May 13, 2024 09:28 EDT)
Attest as the signature of Surety

Sr. Broker Placement Specialist
Title

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

(SEAL)
Address of Surety: 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

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (Vista, ISS Data Center – redundant generator installation; #2021-047756) 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

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

By: [Signature]
(Contractor Signature)

J. Michael Sabatier - President
(Print Name and Title)

Travelers Casualty and Surety Company of America, Inc.
(Surety Name) (Seal)

By: [Signature]
(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

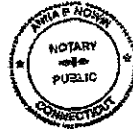
City of Hartford ss.

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 21st day of June, 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.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Zabatt Engine Services, Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**

[Signature]
(Signature of Officer or Representative)

Sandra M. Sabatier
(Printed Name of Officer or Representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 5th day of July, 2024, by Sandra M. Sabatier.

Personally known OR produced identification .

Type of identification produced _____.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12.20.2025
State of Florida at large



(Notary Seal)

ANNUAL CONTRACT - ELECTRICAL #19563: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 11/19/2019)							\$11,000,000.00					
ELECTRICAL CONTRACT Expires 11/19/24							\$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					
INSERT BOARD INCREASES ABOVE THIS LINE												
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.
	2021-047756	Vista, ISS Data Center redundant generator installation	Zabatt	\$1,212,591.51	24-002		\$8,441,510.80	\$2,558,489.20		5,142.86		0.42%
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$2,558,489.20	3,187,096.36	1,457,207.13	37.76%	17.26%							
	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	\$91,280.00	\$ -	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	\$1,483,616.12	\$ 1,468,245.12	98.96%	-	0.00%				
	8	Horsepower Electric Inc.	Horsepower	\$0.00	\$ -		-					
	9	Imperial Electrical Inc. - R2020-0831	Imperial	\$117,065.20	\$ -	0.00%	-	0.00%				
	10	Langer Electrical Company - R2020-0080	Langer	\$0.00	\$ -		-					
	11	M. Gay Constructors, Inc. - R2020-1350	Gay	\$0.00	\$ -		-					
	12	Mills Electric Service, Inc. - R2022-0848	Mills	\$0.00	\$ -		-					
	13	Protect Video, Inc. - R2019-1756	Protect	\$1,611,243.82	\$ 1,394,106.12	86.52%	1,313,291.25	81.51%				
	14	Pyke Electric Inc. - R2023-1766	Pyke	\$0.00	\$ -		-					
	15	Sullivan Electric & Pump, Inc. - R2019-1757	Sullivan	\$8,648.79	\$ 8,648.79	100.00%	-	0.00%				
	16	Triton Electrical Company - R2021-0326	Triton	\$223,910.85	\$ 223,890.85	99.99%	-	0.00%				
	17	Universal Electric of Florida, Inc. R2019-1758	Universal	\$0.00	\$ -		-					
	18	Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc. - R2022-0694	Zabatt	\$4,740,746.02	\$ 92,205.48	1.94%	143,915.88	3.04%				
	19	Gilmore Electric Company, Inc. - R2023-0413	Gilmore	\$0.00	\$ -		-					
			TOTAL	8,441,510.80	3,187,096.36	37.76%	1,457,207.13	17.26%				