

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

Meeting Date: **October 22, 2024**

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

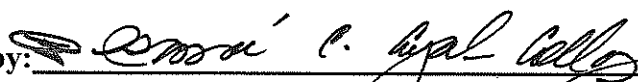
Motion and Title: Staff recommends motion to approve: Work Order No. 24-003 (Work Order) to the annual electrical contract (R2022-0699) with All Florida Contracting Services, LLC. (Contractor) in the amount of \$392,900 for the West Boynton Park Gym-New Generator Installation project for a period of 450 calendar days from notice to proceed.


Summary: The project consists of the supply and installation of one (1) new generator. 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 new diesel powered, 350 Kilowatt (KW) generator for the West Boynton Park Gym Facility, located at 6000 Northtree Boulevard, Lake Worth. The new generator will better serve the users of the facility during electrical outages. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 450 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$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 1.80%. To date, the Contractor's overall SBE participation is 1.46%. To date, the overall SBE participation on the annual electrical contract is 36.16%. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 2 (MWJ)**

Background & Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on June 27, 2024 and the Contractor submitted the lowest responsive and responsible bid of the seven (7) bids received.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-003
4. Bid Summary
5. Annual Contract-Electrical #19563: Control Sheet

Recommended by:  9/13/24
Date
Department Director

Approved by:  9/24/24
Date
County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$402,900	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$402,900	-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 No.:

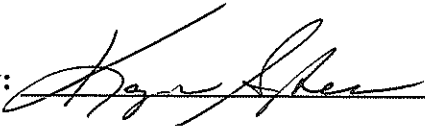
Fund 3804 **Dept** 411 **Unit** B705-04 **Object** 6401

CONSTRUCTION	\$392,900.00
STAFF COSTS	\$ 10,000.00
CONTINGENCY	\$ 0.00
TOTAL	\$402,900.00

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

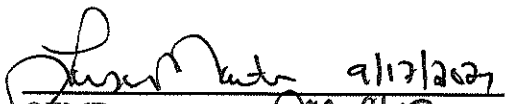
Funding for this project is from the Public Building Improvement Fund.

C. Departmental Fiscal Review:



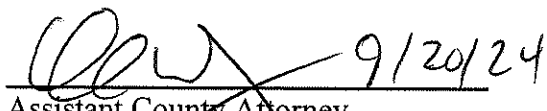
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 9/17/2024
QA 9/17
ESW 9-17-24


Contract Development and Control 9/17/24

B. Legal Sufficiency:


Assistant County Attorney 9/20/24

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2022-013611
Project Name: West Boynton Park Gym-New Generator Installation
Location: 6000 Northtree Boulevard, Lake Worth, FL 33467



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/22/2024

PHONE: (561)233-2050

PROJECT MANAGER: Chris Vacca, Facilities Systems Project Manager

PROJECT TITLE: West Boynton Park Gym – New Generator Installation
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT:

IST PLANNING NO.:
BCC RESOLUTION#: R2022-0699
DATE:

REQUESTED AMOUNT: \$ 402,900.00

eFDO # / PROJECT NUMBER: 2022-013611

W.O. NUMBER: 24-003

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 6000 Northtree Blvd, Lake Worth, FL

BUILDING NUMBER: 1417

CONSULTANT/CONTRACTOR: All Florida Contracting Services, LLC. (Electrical)

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 install a new generator per Attachment "C" and addendum 1 provided by Capital Improvements Division.

Handwritten: 7/24/24

CONSTRUCTION	\$ 392,900.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 10,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 402,900.00

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

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

FUND: 3804 DEPT: 411 UNIT: B705-04 OBJ: 6401

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

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

DEPARTMENT: FD+O

BAS APPROVED BY: [Signature]

DATE 7/23/2024

ENCUMBRANCE NUMBER: _____

**WORK ORDER 24-003 TO
ANNUAL CONTRACT R2022-0699
FOR ELECTRICAL
PROJECT NAME: WEST BOYNTON PARK GYM – NEW GENERATOR
INSTALLATION
PROJECT NO. 2022-013611**

THIS WORK ORDER is made as of October 22, 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 All Florida Contracting Services, LLC., a Florida Limited Liability Company, authorized to do business in the State of Florida, whose Federal ID# is 26-3789060 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 7/12/2022 (R2022-0699) ("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 **\$392,900.00** for the construction costs of To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to install a new generator per Attachment "C" and addenda 1, 2, 3 provided by Capital Improvements Division.as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **450** calendar days from 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 1.46% SBE subcontracting participation on this Contract. Contractor will provide 1.80% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form

EBO Schedules 1 and 2
 APIs
 Addenda 1, 2, 3
 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:

Pursuant to section 255.0992, Florida Statutes, the County's Living Wage Ordinance shall not apply to this Invitation for Quote/Bid and any resulting Work Order(s), notwithstanding any provision of an existing Annual Contract to the contrary, including, but not limited to, the Instructions to Bidders, the General Conditions to the Annual Contract and the Certification of Compliance with the Living Wage Ordinance.

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: West Boynton Park Gym – New Generator Installation
Project Number: 2022-013611

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

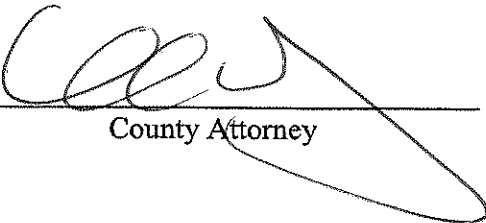
PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

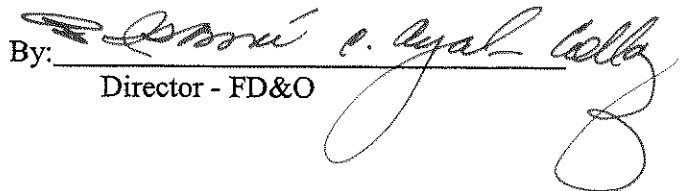
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: West Boynton Park Gym – New Generator Installation
Project Number: 2022-013611

WITNESS: FOR CONTRACTOR

CONTRACTOR: ALL FLORIDA
CONTRACTING SERVICES, LLC.

SIGNATURE

Janae Horn
Signature

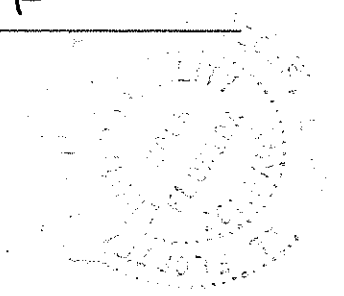
Michael Cox
Signature

Tara Horn
Name (type or print)

Michael Cox
Name (type or print)

President
Title

(Corporate Seal)



ORIGINAL

QUOTE/BID FORM

PROJECT NUMBER: 2022-013611

PROJECT NAME: West Boynton Park Gym -- New 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 \$ 392,900.00

Written amount Three Hundred Ninety Two Thousand Nine Hundred Dollars

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

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

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 04/23/2024 Addendum # 3 dated 06/18/24
Addendum # 2 dated 05/30/2024 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.

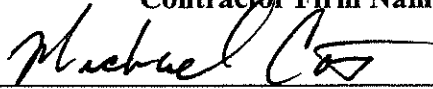
QUOTE/BID PROVIDED BY:

All Florida Contracting Services, LLC

06/05/2024

Date

Contractor Firm Name



Signature

Michael Cox President

Print Name and Title

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

Diana Delrio Cabrera D.

From: FDO-CID-Bids
Sent: Monday, July 8, 2024 2:12 PM
To: All Florida Contracting Services, LLC. (mcox@afcs-co.com); 360 Electrical Sales; EAU Gallie Electric, Inc. (chughes@eg-electric.com); Protect Video, Inc. (shad@protectvideo.com); Zabatt (bids@zabatt.com); Grid-One Electrical Construction Inc. (chris@gr1d.com); Grid One - Deanna Young (deanna@gr1d.com); 'Canseco Electrical Contractors'; Zabatt (sales@zabatt.com)
Cc: Chris Vacca; Gigi Jones
Subject: PREX 2022-013611 West Boynton Park Gym – New Generator Installation BID SUMMARY
Attachments: 2022-013611 Approved Bid Summary.pdf
Importance: High

Good afternoon,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on June 27, 2024.

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



Kind regards,

Diana Del Rio Cabrera
Procurements Specialist | Capital Improvements Division
Palm Beach County Facilities Development & Operations
2633 Vista Parkway | West Palm Beach, FL 33411
Phone: (561) 233-0114 | DDelrioCabrera@pbc.gov

Need Forms? Click on the link below.
[Capital Improvements Forms](#)

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

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

PROJECT NUMBER: 2022-013611

PROJECT NAME: West Boynton Park Gym – New Generator Installation

DATE: June 20, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, All Florida Contracting Services, LLC
(hereinafter called "Principal"), and The Gray Casualty & Surety Company
(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 Three hundred ninety two thousand nine hundred Dollars, (\$ 392,900.00), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **(Project Name: West Boynton Park Gym – New Generator Installation and Number: 2022-013611)**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 2022-013611

PROJECT NAME: West Boynton Park Gym – New Generator Installation

DATE: June 20, 2024

IN WITNESS WHEREOF, the said All Florida Contracting Services, LLC
as "Principal" herein, has caused these presents to be signed in its name, by its President
Secretary, and attested by its Secretary under
the corporate seal, and the said The Gray Casualty & Surety Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-In-Fact
Attorney-In-Fact, and attested by its corporate Seal, this 20th day of June, A.D., 2024.

ATTEST:

(SEAL)

Terry Daugherty
(Witness Signature)

Terry Daugherty
Print Name

TITLE: Secretary

All Florida Contracting Services, LLC
(Contractor Firm Name)

By: Michael Cox
(Signature)

Michael Cox President
Print Name and Title:

ATTEST:

(SEAL)

Steve Engelhart
(Witness Signature)

Steve Engelhart
Print Name

TITLE: Witness

The Gray Casualty & Surety Company
(Surety Name)

By: Jeffrey W. Reich
(Signature)

Jeffrey W. Reich, Attorney-In-Fact & FL Licensed
Print Name and Title: Resident agent
Inquiries: 407-786-7770

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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: All Florida Contracting Services, LLC
Obligee: Palm Beach County Board of County Commissioners

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeffrey W. Reich

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of June, 2024.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 20th day of June, 2024.



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: West Boynton Park Gym – New Generator Installation

SOLICITATION/PROJECT/BID NO.: 2022-013611

SOLICITATION OPENING/SUBMITTAL DATE: 06/27/2024

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: All Florida Contracting Services

ADDRESS: 3814 NW 126th Avenue, Coral Springs, FL 33065

CONTACT PERSON: Michael Cox

PHONE NO.: 954-775-7767

E-MAIL: mcox@afcs-co.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$385,811.00

Non-SBE MBE WBE SBE

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

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

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. WISCH & JACKSON CO. OF FLORIDA, INC. 1. 861 Jupiter Park Dr. Suite A, Jupiter 33458 Vendor ID:VC0000104747	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			7,089.00			
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
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 7,089.00

Total Bid/Offer Price \$ 392,900

Total Certified S/M/WBE Participation \$ 7,089.00

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

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: **2022-013611**
 SOLICITATION/PROJECT NAME: **West Boynton Park Gym – New Generator Installation**

Prime Contractor: All Florida Contracting Services, LLC Subcontractor: _____

(Check box(s) that apply)

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

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

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

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


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Install New Generator and Replace ATS				\$385,811.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: ~~-\$348,104~~ _____

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

All Florida Contracting Services LLC
 Print Name of Prime
 By: 
 Authorized Signature
 Michael Cox
 Print Name
President
 Title
 Date: 06/05/2024

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print Name

 Title
 Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2022-013611

SOLICITATION/PROJECT NAME: West Boynton Park Gym – New Generator Installation

Prime Contractor: All Florida Contracting Services, LLC Subcontractor: Wisch & Jackson Co. of Florida, Inc.

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
01	Building Automation Controls	\$7,089.00			\$7,089.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$7,089.00

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

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: N/A

All Florida Contracting Services, LLC

Print Name of Prime
By: 
Authorized Signature

Michael Cox

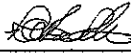
Print Name

President

Title

Date: 06/26/2024

Wisch & Jackson Co. of Florida, Inc.

Print Name of Subcontractor/subconsultant
By: 
Authorized Signature

Ross Buckalter

Print Name

President

Title

Date: 6/2/2024



Vendor Information

Vendor ID: VC0000104747

Legal Business Name: WISCH & JACKSON CO. OF FLORIDA, INC.

Alias/DBA:

Address(es): 861 Jupiter Park Dr, Jupiter 33458-8954
861 Jupiter Park Dr. Suite A, Jupiter 33458
861 Jupiter Park Dr. Suite A, Jupiter 33458

Contact(s): JOHN WALZ 561-875-0243
ROSS BUCKALTER 561-685-5392
ROSS BUCKALTER 561-747-0484
TRACY ANDREASSI 561-747-0484
TRACY ANDREASSI 561-747-0484

Email(s): jwalz@wischandjackson.com,
ross@wischandjackson.com,
tracy@wischandjackson.com

WebSite:

Commodity / Services	
03126	Control Systems: Complete (For Automatic Temperature Control
20880	Software, Microcomputer (Not Otherwise Classified)
20913	Application Software, Minicomputer
22014	Energy Computerized Control Systems for HVAC, Lighting, Util
22015	Flow Controllers, Indicators, Calibrators, and Recorders (Fo
22016	Flow Controllers and Recorders (For Liquids)
22018	Gauges: Altitude, Pressure, Profile, Temperature, Liquid Lev
22030	Indicating and Recording Instruments, Equipment and Accessor
22045	Pressure Controllers, Indicators, and Recorders
22072	Temperature Controllers, Indicators, and Recorders (Digital
22075	Transducers and Couplers
81575	Valves, Mixing
81584	Valves, Temperature and Pressure Regulating
82086	Steam Flow Transmitters
96702	Air Conditioning, Heating, and Ventilating Equipment (HVAC)



Vendor Information

EBO Certification

Type: S/WBE	Certified: 11/30/2023	Expire: 11/29/2026
Business Owner(s): Eric Felt, Sarah Watts		
Race: White	Gender: Female	B Classes: Construction

EBO Certified Commodity / Services

03126	Control Systems: Complete (For Automatic Temperature Control
22014	Energy Computerized Control Systems for HVAC, Lighting, Util

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

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

Contact: Chris Vacca, Facilities Systems Project Manager
Phone: (561)233-0280
Project Title: West Boynton Park Gym – New Generator Installation
Project #: 2022-013611
Project Location: 6000 Northtree Blvd, Lake Worth, 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 to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- d. Contractor shall contact the Project Manager within seventy-two (72) hours of notice to proceed to establish scheduling, etc. required for project implementation.
- e. Work to be completed within four hundred fifty (450) calendar days from Notice to Proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of "Notice to Proceed" and due diligence exercised to address all Building Department comments. Work to be completed within ninety (90) days of permit issuance
- 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 install a new generator per the project requirements provided below:

- a. Contractor to provide and install a new diesel GENERAC 350kw Generator, or Palm Beach County approved equal as detailed in the engineer's drawings and specifications per attached Exhibit "1".
- b. Installation of equipment and materials shall be turnkey and in accordance with

all design requirements. If an equal substitution is proposed, it must be approved to be maintained under Palm Beach County FMD current service contract.

- c. Contractor shall connect new generator to new automatic transfer switches, alarm and monitoring systems. Provide all required wiring control and associated interface devices needed to properly deliver alarm signals in reference to the correct operation of the new equipment installed. Including all interface boards needed to inter-connect dry contacts for alarms.
- d. Test new equipment in the presence of the designated Palm Beach County representative to ascertain it is operational.
- e. Test new equipment with a (2) two hour load test at a minimum of 80% for two (2) hours.
- f. Provide owner with operation and maintenance manuals, as well as record drawings within 30 days of date of system acceptance.

3. SUBMITTALS

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

4. MATERIALS

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

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project

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

7. PREPARATION

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

8. EXAMINATION

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

9. INSTALLATION

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

10. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion. Generator itself shall provide five (5) year warranty.

11. CLEAN UP

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

12. SECURITY

All bidders must have "Critical Facilities" badged employees prior to commencement of work.

This project is subject to:

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check

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

PROJECT NAME: West Boynton Park Gym – New Generator Installation
PROJECT NUMBER: 2022-013611

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 04/23/2024

TO: Prospective Bidders

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

This Addendum consists of two (2) pages and one (1) attachment.

CHANGE TO IFQ/B ATTACHMENT C

1. **2. SCOPE OF WORK**, insert item "g" as follows:
 - g. The new generator will not be tied to the Fire Alarm System (FAS) but will be monitored by a Honeywell Vista 50P to be installed by the contractor. See attached Exhibit "1A" - Sheet E200 Revised: KEYED NOTE – 8. and KEYED NOTE – 3.
2. **EXHIBIT:** Remove "Exhibit 1 - Sheet E200" and replace with the following:
 - a. "Exhibit 1A - Sheet E200 Revised" (revision date 4/19/2024)
3. **Responses to Requests for Information:**

LANGER ELECTRIC SERVICE COMPANY

Question #1: Please provide the contact information for fire alarm vender who currently maintains the building.

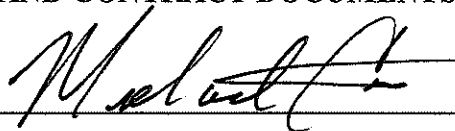
Response: Palm Beach County (PBC) Electronic Services and Security (ESS) maintains the building.

Question #2: Please identify the existing fire alarm system manufacturer.

Response: Notifier Analog Fire Panel (AFP) – 200. The new generator will not be tied to the Fire Alarm Control Panel (FACP) see revised **KEYED NOTE – 3**, and the generator monitoring will be through Honeywell Vista 50P. See **KEYED NOTE – 8** (See attached Exhibit 1A - Sheet E200 Revised).

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: _____

A handwritten signature in black ink, appearing to be "Michael A.", written over a horizontal line.

END OF ADDENDUM - 1

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

PROJECT NAME: West Boynton Gym Generator Replacement
PROJECT NUMBER: 2022-013611

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 05/30/2024

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 "June 6, 2024 by 2:00 PM" to read "June 20, 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

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

PROJECT NAME: West Boynton Park Gym – New Generator Installation
PROJECT NUMBER: 2022-013611

ADDENDUM NUMBER: THREE

DATE OF ISSUANCE: 06/18/2024

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 five (5) pages and five (5) attachments.

CHANGE TO BID/QUOTATION FORM:

1. Change bid due date from "June 20, 2024 by 2:00 PM" to read "June 27, 2024 by 2:00 PM"

CHANGE TO IFQ/B ATTACHMENT C

2. **SCOPE OF WORK**, remove item "g" from Addendum Number One and replace with the following:
 - g. Generator monitoring will be as follows:
 1. New Generator will be monitored by a new panel provided and installed by Wisch and Jackson located in main electric room 121. Include the attached BAS quote from Wisch & Jackson in your final bid price. Additionally, include the attached updated OEBO Schedules 1 & 2 with your bid packet.
 2. Contractor to provide ¾ inch conduit from the Generator to the ATS and from the ATS to the main electric room 121 for generator monitoring.
 3. Provide the proper hardware to have the generator monitored by the Wisch and Jackson panel.
 4. Test all signals for proper monitoring.

3. **EXHIBIT**, Delete Exhibit "1" and "Exhibit 1A - Sheet E200 Revised" (revision date 4/19/2024) from addendum one and replace with the attached Exhibit "1B" REVISED

4. RESPONSES TO REQUESTS FOR INFORMATION:

AFCS, LLC

Question #1: What is the budget for this project?

Response: No budget is available for this project

Question #2: The conduit trench from the generator to the ATS runs parallel to the walking trail on the west side of the building. Can the trail be closed off with construction fence & danger (red) tape while working on this segment? Will you accept direct bore conduits?

Response: Yes, please close off the trail with construction fence & danger (red) tape while working on this segment. Direct bore conduits are acceptable.

Question #3: What are the outage time and day requirements? Will there be exceptions?

Response: All outages must be scheduled and coordinated through the Parks Department and the Project Manager.

Question #4: Can the conduit work inside the gym be done during normal working hours?

Response: Yes, it can be done during normal hours.

Question #5: Is it possible to close down the pickle ball court adjacent to the North wall while work is being done?

Response: Yes, all safety protocol must be observed.

Question # 6: E701/one-line modified shows a ground rod at the ATS and another at the generator connected with 2/0 cable in a conduit. Are these ground rods to be 10 feet?

Response: Yes - 3/4"x10'.

Question # 7: Does the MTS to be removed already have a ground rod?

Response: Existing condition is not clear whether a ground rod was installed at the MTS. Provide new ground rod as indicated on the drawings. The new ground rod will establish the grounding electrode system as required by NEC Article 250 for service entrance conductors. Test the grounding system for continuity.

Question # 8: Is the conduit allowed to be routed with the other conduits through the building?

Response: Yes.

Question #9: E601 (5) conduit support detail-wall indicates conduits to be covered with a sheet metal shroud. Is this correct?

Response: Yes, this is the conduit section running inside the gym – both for aesthetic and protection from flying ball/any other object.

Question #9a: Is there a preferred gauge of sheet metal?

Response 9a: #16 gauge.

Question #9b: Can it be made of aluminum?

Response 9b: Sheet metal is preferred.

360 ELECTRICAL & ENGINEERING SERVICES, LLC

Question #10: Please provide the Palm Beach County's Approved Generator OEM list.

Response: Please see Exhibit "1B" Revised for generator drawings and specs.

Question #11: Would you like to add a temporary connection point for load bank or portable generator?

Response: Yes, please add a temporary connection point to the bids.

Question #12: Does the extended 5-Year Warranty option need to be added for the ATS also?

Response: No, manufacturer's standard warranty will suffice for the ATS.

Question #13: Does a Portable Generator need to be provided by the contractor for the

Outage scope?

Response: Yes, Contractor is to provide the temporary generator and its fuel.

Question # 14: In regards (to) scheduling, can the installation activities be scheduled during business hours? Or do the activities need to be coordinated after hours and weekends?

Response: Work to be completed during the hours of 7:00 am and 5:00 pm, Monday thru Friday.

Question # 15: Please provide the Vista-50P Control Panels specification, mounting, installation, and programming manual.

Response: No, Vista-50P will be used. Monitoring will be accomplished through Wisch & Jackson. See quote referred to as attached Exhibit "3".

Question # 16: Are the proposed LA-15, LA17-19 circuits breakers available or the contractor need to provide them? Please provide LA Panel Catalog Number and Breaker sizes.

Response: Due to the lack of space and spare in the existing panel LA, we need to add a 15kVA step down transformer and a new 120/208V panel-board. See Exhibit "3" updated prints E001, E200, E603, E701 & E801.

Question # 17: Do you need a Series 7000 ATS as you have it installed right now?

Response: New ATS model/basis of design is called out on E701 – Modified One Line Diagram Keyed note #2 - TX301NS0600K3CH.

Question # 18: Do you need the ATS switched Neutral or solid neutral configuration?

Response: Solid Neutral - see E001 – General note #42 (F) "3-pole" ATS.

ZABATT POWER SYSTEMS, INC.

Question # 19: Will a Coordination/Arc Flash study be required for this project?

Response: No – However, any warning signs required by Code shall be provided.

Question # 20: Are there any generator start up requirements?

Response: Yes, startup and Commissioning w/4hr Load Bank.

Question # 21: Will the new emergency feeders from the generator breaker be allowed to enter into the side of the new SER ATS due to the existing concrete pad?

Response: No, feeder to enter from below to prevent water leak on side penetration.

Question # 22: The 72 hour run time request means a 1928 gallon fuel tank with 1735 gallons of fuel. This tank will be large and require stairs/platforms to meet code. The total needed width will approach 15'. Please confirm this understanding.

Response: See cut sheet. Refer to attached Exhibit "2".

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

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 2405 Satellite Boulevard Duluth, GA 30096 770 232-0202	CONTACT NAME: Danielle Joseph
	PHONE (A/C, No, Ext): 770 232-0202 FAX (A/C, No):
	E-MAIL ADDRESS: danielle.joseph@epicbrokers.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Indemnity insurance Co 18058
	INSURER B : StarStone Specialty Insurance Company 44776
	INSURER C : Insurance Company of the West 27847
	INSURER D : Vantapro Specialty Insurance Company 44768
	INSURER E :
	INSURER F :


INSURED
All Florida Contracting Services, LLC
3814 NW 126th Avenue
Coral Springs, FL 33065

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PPK2669091	03/19/2024	03/19/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5087096201	03/19/2024	03/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		80157Y240ALI	03/19/2024	03/19/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	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	WFL504028206	03/19/2024	03/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution			PPK266905000	03/19/2024	03/19/2025	\$1,000,000 Per occur \$2,000,000 Aggregate

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, its officers, agents and employees as
 Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.

CERTIFICATE HOLDER Palm Beach County, Board of County Commissioners, C/O Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411	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 
--	---



FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

August 13, 2024

Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY

Principal: All Florida Contracting Services, LLC

Bond No: GS5600815

Project: Work Order 24-003, Annual Contract R2022-0699, Project No.
2022-013611, West Boynton Park Gym - New Generator Installation
(Electrical)

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to lisa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
The Gray Casualty & Surety Company

Jeffrey W. Reink, Attorney-in-Fact
& Florida Licensed Resident Agent

Executed in 4 Counterparts **PUBLIC CONSTRUCTION BOND**

BOND NUMBER GS56000815

BOND AMOUNT \$392,900.00

CONTRACT AMOUNT \$392,900.00

CONTRACTOR'S NAME: All Florida Contracting Services, LLC

CONTRACTOR'S ADDRESS: 3814 NW 126 Avenue, Coral Springs, FL 33065

CONTRACTOR'S PHONE: (954) 775-7767

SURETY COMPANY: The Gray Casualty & Surety Company

SURETY'S ADDRESS: PO Box 6202, Metairie, LA 70009-6202

SURETY'S PHONE: 504-888-7790

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: West Boynton Park Gym – New Generator Installation

PROJECT NUMBER: 2022-013611

CONTRACT NUMBER (to be provided after Contract award): R2022-0699; Work Order 24-003

DESCRIPTION OF WORK: To install a new generator (electrical)

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 6000 Northtree Blvd, Lake Worth, FL 33467

EO
9.3.24

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

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

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

Dollars \$ \$392,900.00

[Three Hundred Ninety-two Thousand Nine Hundred]

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: West Boynton Park Gym – New Generator Installation
Project No.: 2022-013611
Project Description: To install a new generator (Electrical)
Project Location: 6000 Northtree Blvd, Lake Worth, FL 33467

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Florida International Consulting Engineers
Design, Inc.
LOCATION OF FIRM: 488 N Federal Hwy, Boynton Beach 33435
PHONE: 561-278-9969

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 installing a new generator (Electrical), 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 August 14, 2024

PRINCIPAL: ALL FLORIDA
CONTRACTING SERVICES, LLC.

By: [Signature]
Signature

Jana Horn
Attest as to the signature of Principal

Michael Cox President
(Print Name and Title)

Jana Horn witness
Title

(SEAL)

Address of Witness: 3814 NW 126 Ave
Coral Springs FL 33065

Address of Principal: 3814 NW 126 Avenue
Coral Springs, FL 33065

SURETY: The Gray Casualty & Surety Company

By: Jeffrey W. Reich
Signature

Jeffrey W. Reich*,
Attorney-In-Fact & FL Licensed Resident Agent
(Print Name and Title)

Sophia Golecki
Attest as the signature of Surety

Sophia Golecki, Witness
Title

Address of Witness: *620 N. Wymore
Rd., #200, Maitland, FL 32751
Inquiries: 407-786-7770

(SEAL)

Address of Surety: PO Box 6202,
Metairie, LA 70009-6202

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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS56000815

Principal: All Florida Contracting Services, LLC

Obligee: Palm Beach County

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeffrey W. Reich

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican





FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www.FloridaSuretyBonds.com

August 13, 2024

Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

RE: AUTHORITY TO DATE GUARANTEE AND POWERS OF ATTORNEY

Principal: All Florida Contracting Services, LLC

Bond No: GS56000815

Project: Work Order 24-003, Annual Contract R2022-0699, Project No. 2022-013611, West Boynton Park
Gym - New Generator Installation (Electrical)

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the date of Substantial Completion onto the Guarantee and powers of attorney.

Once dated, please email to lisa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
The Gray Casualty & Surety Company

Jeffrey W. Reish
Attorney-In-Fact
& Florida Licensed Resident Agent

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: All Florida Contracting Services, LLC and Surety Name: The Gray Casualty & Surety Company

We the undersigned hereby guarantee that the (West Boynton Park Gym – New Generator Installation, Project No. 2022-013611) 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

ALL FLORIDA CONTRACTING SERVICES, LLC
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Michael Cox President
(Print Name and Title)

The Gray Casualty & Surety Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Jeffrey W. Reich, Attorney-In-Fact & FL Licensed
(Print Name and Title) Resident Agent*
*Inquiries (407) 786-7770

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS56000815

Principal: All Florida Contracting Services, LLC

Obligee: Palm Beach County

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeffrey W. Reich

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92853
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of

Leigh Anne Henican



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

API: Price Preference ANNUAL/TRADE: ELECTRICAL MANDATORY PRE-BID DATE: 5/10/2024
PROJECT NUMBER: 2022-013611 PROJECT MANAGER: Chriss Vacca, FSPM BID OPENING DATE: 6/27/2024
PROJECT NAME: West Boynton Park Gym – New Generator Installation

Table with 8 columns: FIRM NAME, All Florida Contracting Services, LLC, 360 Electrical & Engineering Services LLC, EAU Gallie Electric, Inc., Protect Video, Inc., Zabatt Engine Services, Inc. dba Zabatt Power Systems, Inc., Grid-One Electrical Construction, Inc., Canseco Electrical Contractors, Inc. Rows include PRIME LOCATION, PRIME SBE STATUS, BID BOND, BID, ADDENDUM 1-3, SBE SCHEDULE 1-2, and NOTES.

COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (392,900 + 10% = \$432,190) pursuant to Sec. 2-80.27. of the Equal Business Opportunity Ordinance re-ranking provision. The Bid amount is not changed as the 10% calculation is only utilized for the purpose of determining the SBE Price Preference. The SBE's bid amount is higher than the 10% threshold. Therefore, award is recommended to All Florida Contracting Services, LLC.

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

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

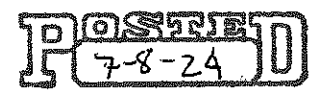
RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:
All Florida Contracting Services, LLC.

Signature of Charlene La Mattina, Project Manager, Date 7.5.24

Signature of Gigi Jones, Contract Manager, Date 7/3/24

Handwritten note: Don Mo H/2/24 July 5, 24



ANNUAL CONTRACT - ELECTRICAL #19563: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 11/19/2019)							\$11,000,000.00					
ELECTRICAL CONTRACT Expires 11/18/24							\$1,000,000.00					
Board Item - Increase Capacity (12/08/2020) (Amendment #1)							\$2,000,000.00					
Board Item - Increase Capacity (10/04/2022) (Amendment #2)							\$3,000,000.00					
Board Item - Increase Capacity (1/23/2024) (Amendment #3)							\$5,000,000.00					
UNHIDE 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.
	2022-013611	West Boynton Park Gym – New Generator Installation	All	\$392,900.00	24-003		\$8,834,410.80	\$2,165,589.20	\$7,089.00	7,089.00	1.80%	1.80%
UNHIDE ROWS												
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	\$2,165,589.20	3,194,185.36	1,464,296.13	36.16%	16.57%							
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	\$484,180.00	\$ 7,089.00	1.46%	7,089.00	1.46%				
	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	8,834,410.80	3,194,185.36	36.16%	1,464,296.13	16.57%				