

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

**Meeting Date: May 7, 2019**

**[X] Consent**  
**[ ] Workshop**

☐ Regular  
☐ Public Hearing

**Department: Facilities Development and Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Work Order No. 19-038 to the contract with Anzco, Inc. (R2015-0158) in the amount of \$377,667 for the replacement of the existing boardwalk at Daggerwing Nature Center with a duration of 240 days from permit issuance.

**Summary:** The work consists of the replacement of the existing boardwalk decking, railing, rail posts and associated hardware at the Daggerwing Nature Center. The existing boardwalk is more than twenty (20) years old, requires replacement of the railing sections of the deck and realignment of support pilings to ensure many years of continued use. This Work Order under the Annual Minor Construction Contract was solicited pursuant to the requirements of the Office of Equal Business Opportunity (OEBO) ordinance. The prime contractor is an SBE. The annual contract was presented to the Goal Setting Committee on January 2, 2019. An API of sheltered market was applied to all work orders under \$100,000 under this Contract. There is no API applicable to this work order. The bidder on this Work Order achieved 100% SBE participation and has no subcontractors. The overall participation on the Annual Minor Construction contract is 56.96%. **The funding source for this work is a combination of FY 18 Infrastructure Sales Tax, 2002 \$50 Million General Obligation Recreation and Cultural Facilities Bond and Park Improvement Fund.** The total construction duration is 240 days from permit issuance. **(Capital Improvements Division) District 5 (LDC)**

**Background and Justification:** Bids for this project were opened on March 14, 2019. The lowest responsible bidder was Anzco, Inc. which submitted 100% SBE participation.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Bid Summary
4. Work Order No. 19-038

**Recommended by:**

y: 2.20

**Department Director**

AUDREY  
FOR WOLF 5.03.19

Date \_\_\_\_\_

**Approved by:**

Uchaka

## County Administrator

5/6/19

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$415,433				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$415,433				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes   x   No         
Does this item include use of federal funds? Yes        No   x  

Budget Account No:	Fund <u>3950</u>	Dept <u>581</u>	Unit <u>T039</u>	Object <u>6504</u>	\$222,663.56
Budget Account No:	Fund <u>3020</u>	Dept <u>581</u>	Unit <u>P717</u>	Object <u>6504</u>	\$ 20,636.00
Budget Account No:	Fund <u>3600</u>	Dept <u>581</u>	Unit <u>P855-ST</u>	Object <u>6504</u>	\$172,134.14

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


Funding for this project is a combination of **FY 18 Infrastructure Sales Tax**, 2002 \$50 Million General Obligation Recreation and Cultural Facilities Bond and Park Improvement Fund.

Construction Costs	\$ 377,667.00
Contingency	<u>\$ 37,766.70</u>
Total	\$ 415,433.70


C. Departmental Fiscal Review: \_\_\_\_\_

### III. REVIEW COMMENTS:


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

 5/1/19  
 OFMB <sup>MD</sup> 4/30 <sup>LT</sup> 4/30 5/4/19

B. Legal Sufficiency:

 5/2/19  
 Contract Administrator  
 5/2/19 *Ru*

B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

  
Department Director

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

Attachment 1



LOCATION MAP



# Attachment 2

## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/25/19 REQUESTED BY: Gus Arnold

PHONE: 233-0275

PROJECT TITLE: Daggerwing Nature Center - boardwalk repairs (RE-BID)  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$377,667.00

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 11435 Park Access Rd., Boca Raton

BUILDING NUMBER: 648

DESCRIPTION OF WORK/SERVICE LOCATION: Daggerwing Nature Center

PROJECT/W.O. NUMBER: 18526A

CONSULTANT/CONTRACTOR: Anzco, Inc.

(minor)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental for boardwalk repairs per the specifications provided by Capital Improvements Division.

CONSTRUCTION	\$377,667.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 37,766.70
TOTAL	\$415,433.70

### BAS APPROVAL

☒ FULLY FUNDED WITHIN CURRENT BUDGET

☐ FULLY FUNDED PENDING BUDGET TRANSFER

\* 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: 3950	DEPT: 581	UNIT: T039	OBJ: 6504 - 222,663.56
3020	581	P717	6504 - 20,636.00
3600	581	P855-ST	6504 - 172,134.14

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

☒ Ad Valorem (Amount \$ 172,134.14 ) ☐ Infrastructure Sales Tax (Amount \$ 222,663.56 )  
☐ State (source/type: Amount \$ ) ☐ Federal (source/type: Amount \$ )  
☐ Grant (source/type: Amount \$ ) ☐ Impact Fees: (Amount \$ )  
☐ Other (source/type: Go Bond Amount \$ 29,636.00)

Department: PARKS & RECREATION

BAS APPROVED BY: Esi Cole

DATE 4-3-19

ENCUMBRANCE NUMBER:



# BID SUMMARY

Project Name: DAGGERWING NATURE CENTER RE-BID (MAN)							
Project No. 18526A							
* Bid Opening Date: Thursday, March 14, 2019							
CONTRACTOR	ANZCO INC	ANDREA CONSTRUCTION INC.					
BID	\$377,667.00	\$386,600.00					
BID BOND REQUIRED ONLY IF BID IS OVER \$200K	✓	✓					
ADDENDUMs 1 - ** ACKNOWLEDGED	✓	✓					
ADDENDUMs 2 ACKNOWLEDGED	✓	✓					
ADDENDUMs 3 ACKNOWLEDGED	✓	✓					
ADDENDUMs 4 ACKNOWLEDGED	✓	✓					
ATTACHMENT 2 (OEBO SCHEDULE 1)	✓	✓					
OEBO PARTICIPATION	100% / \$377,667.00	100% / \$386,600.00					
ATTACHMENT 2 (OEBO SCHEDULE 2)	✓	✓					

Bid Documents opened by:

*pl*

Bids Documents recorded by:

*M.*

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

*A*

**WORK ORDER 19-038 TO CONTRACT FOR  
ANNUAL MINOR CONSTRUCTION  
FOR  
DAGGERWING NATURE CENTER – BOARDWALK REPAIRS (RE-BID)  
PROJECT NO. 18526A**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Anzco, Inc., a Florida corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated February 3, 2015 (R2015-0158) (“Contract”) is in full force and effect and that this Work Order merely supplements said Contract:

**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) TOTAL QUOTE AMOUNT**

Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$377,667** for the construction costs of replacing and realigning sections of the boardwalk and perimeter deck of the Nature Center as defined in project requirements and incorporated herein by reference. (Original scope)

**(2) 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 **60** calendar days for each phase as outlined in Exhibit “A”, Project Requirements.

**(3) ATTACHMENTS:**      Bid Form  
                                 Public Construction Bond  
                                 Insurance Certificate(s)

**(4) Except as specially 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.*

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:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

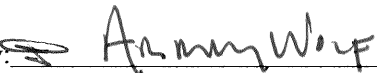
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

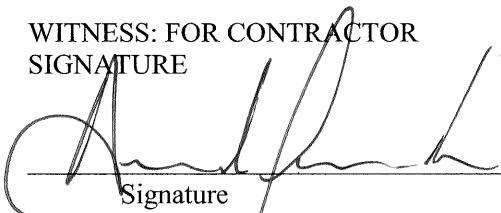
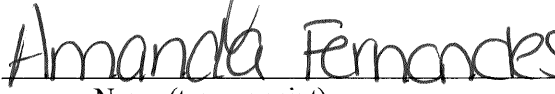
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By:  \_\_\_\_\_  
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR  
SIGNATURE

 \_\_\_\_\_  
Signature  
  
Name (type or print)

CONTRACTOR:  
ANZCO, INC.

 \_\_\_\_\_  
Signature  
  
Name (type or print)  
  
Title  
(Corporate Seal)

BID FORM

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

- a) This Quote/Bid Form completed and executed.
- b) Schedules 1 and 2.
- c) Bid Security. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

BID/QUOTE TOTAL AMOUNT  
(PER ORIGINAL SCOPE)

\$ 377,667.00

Written amount THREE HUNDRED SEVENTY SEVEN THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS AND 00/100

ALTERNATE BID/QUOTE TOTAL AMOUNT  
(TOP CAP PRESSURE TREATED WOOD)

\$ 357,667.00

Written amount THREE HUNDRED FIFTY SEVEN THOUSAND AND SIX HUNDRED SIXTY SEVEN DOLLARS AND 00/100

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

3. Is the Bidder a Palm Beach County Registered 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.

BID/QUOTE PROVIDED BY: AUZCO INC

Contractor Name

3/14/19

Date

Signature

Title

*Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted*

**1. SCOPE OF WORK:** This quotation is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to boardwalk repairs per the specifications provided by Capital Improvements Division in the Invitation for Quote/Bid at Attachment "D" and/or available at the pre-bid meeting held on February 20, 2019, unless attended previously scheduled pre-bid meeting on January 3, 2019. Work is to be done under the terms and conditions of Palm Beach County's Annual Contract – Minor Construction, and pursuant to the special conditions of the Work Order, both of which are incorporated into the Contract Documents by reference.

**2. SCHEDULE OF TIME FOR COMPLETION.** The time of completion for this Project will be as follows: The Contractor shall substantially complete the work within sixty (60) calendar days (each phase) of permit issuance.

**3. BID SECURITY AND PUBLIC CONSTRUCTION BOND.** Bid Security and Public Construction Bond are required for this Project in accordance with Section 5.2 of the Instructions to Bidders of the Annual Contract as follows:

**Bid Security.** If Bid is \$200,000 or over, this Bid/Quote shall be accompanied by a Bid Security (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price, see Section 5.2.2 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding Bid Security.

**Public Construction Bond.** If Bid is \$200,000 or over (or if cumulative open work orders are \$200,000 or over), then prior to execution of a Work Order, and not later than fourteen (14) calendar days after notification from Owner, the successful Bidder shall furnish a Public Construction Bond in the amount of 100% of the Work Order and Guarantee, see Section 5.2.3 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding the Public Construction Bond and Guarantee.

**4. LIQUIDATED DAMAGES.** Liquidated Damages are \$80/day for failure to achieve certification of Substantial Completion within the Work Order time or approved extension thereof.

#### **5. SPECIAL CONDITIONS OF WORK ORDER**

**A Bidder must comply with the requirements contained in these Special Conditions to be deemed responsive to this Invitation for Quote/Bid. Failure to comply will result in the bid/quote not being considered.**

**Special Condition No. 1.** Attachment "A" incorporates the provisions of the EBO Program that are applicable to this Work Order and shall supersede and replace all of Section 5.3 in the Instructions to Bidders and any conflicting provisions of the remainder of the Contract Documents. All Bidders are required to submit with their bid the appropriate EBO Program schedules **in order to be deemed responsive to this Invitation for Quote/Bid.** EBO Schedules to be submitted with the bid/quote are as follows:

- a) **Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

- b) **Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

**Special Condition No. 2.** Attachment "B" identifies the affirmative procurement initiatives (APIs) applicable to this Invitation for Quote/Bid.

**If Bidder is unable to comply with the API requirements as set forth in Special Condition No. 2 (Attachment "B" hereto), such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid/quote due date as explained in Attachments "A" and "B". If Bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid/quote due date, then the bid/quote due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: DAGGERWING NATURE CENTER  
NAME OF PRIME RESPONDENT/BIDDER: ANZCO INC  
CONTACT PERSON: JOHN ZAK  
SOLICITATION OPENING/SUBMITTAL DATE: 3/7/19

SOLICITATION/PROJECT/BID No.: 18526A  
ADDRESS: 9671 CAROUSEL CIRCLE SOUTH BOCA RATON, FL. 33430  
PHONE NO.: 561-699-3602 E-MAIL: \_\_\_\_\_  
DEPARTMENT: \_\_\_\_\_

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.  
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS /SUBCONSULTANTS  
ON THE PROJECT.

Name, Address and Phone Number	( Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. <u>ANZCO INC</u> <u>9671 CAROUSEL CIRCLE SOUTH</u> <u>BOCA RATON, FL. 33430</u> <u>561-699-3602</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>377,667.00</u> <u>100%</u>	_____	
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)									
Total				<u>377,667.00</u> <u>100%</u>					
Total Bid Price \$ <u>377,667.00</u>				Total SBE - M/WBE Participation <u>377,667.00</u> <u>100%</u>					

- Note:
- 1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  - 3. 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: 18526A

SOLICITATION/PROJECT NAME: DAGGERWING NATURE CENTER - BOARDWALK REPAIRS (RE-BID)

Name of Prime: Auzco Inc

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): 11/4/2018

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

Column 1

Column 2

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
1	DEMOLITION & INSTALLATION OF DECK & RAILINGS	LS	1		377,467.00

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

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

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

Price or Percentage:

Auzco Inc  
Print name of Prime

By: [Signature]  
Authorized Signature

John B. Zai  
Print name

President  
Title

Date: 3/7/19

A  
Print name of Subcontractor/subconsultant

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

Print name

Title

Date:

**ATTACHMENT "A"**  
**EBO Program**

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate 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 in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**2. VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. If Bidder intends to use subcontractors, Bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**3.** Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**4.** Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:

**5.3 Equal Business Opportunity Program.**

**5.3.1 Policy.** It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE or M/WBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors). Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as

well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the Office of EBO.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for each subcontractor, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the

Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Prime Contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the Office of EBO.

**5.3.11 Change Orders and Modifications.** If the County's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

**5.3.12 EBO Program Compliance, Enforcement, Penalties.** Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the APIs applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Work Order.

The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the Director of the Office of EBO or designee may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and

- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

4. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.



**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. 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.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **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.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that

segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

(Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

(Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

**ATTACHMENT C**  
**Include Attachment C if bid is \$200,000 or more**

PROJECT NUMBER: 18526A

PROJECT NAME: Daggerwing Nature Center – Boardwalk Repairs (RE-BID)

DATE: March 7, 2019

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, ANZCO, Inc.


FCCI Insurance Company (hereinafter called "Principal"), and \_\_\_\_\_  
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of the Amount Bid  
Dollars, (\$ ---5%---), (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;

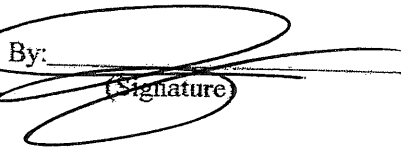
WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: Daggerwing Nature Center – Boardwalk Repairs, 18526A), in the County of Palm Beach, State of Florida; and

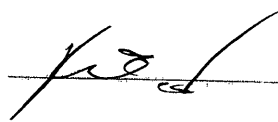
WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written 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.

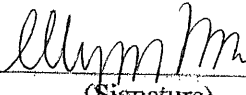
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes 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".

IN WITNESS WHEREOF, the said ANZCO, 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 FCCI Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-In-Fact & Florida Licensed Resident Agent  
\_\_\_\_\_, and attested by its corporate Seal, this 7th day of March, A.D., 20 19.

ATTEST:  
  
Amanda Fernandes  
Print Name  
TITLE: Office Manager

(SEAL)  
ANZCO, Inc.  
(Contractor Name)  
By:   
(Signature)  
Print Name: John B. 271  
PRESIDENT

ATTEST:  
  
Robert A. Wing, Jr.  
Print Name  
TITLE: Witness

(SEAL)  
FCCI Insurance Company  
(Surety Name)  
By:   
(Signature)  
Print Name: Allyson Foss, Attorney-In-Fact & Florida Licensed Resident Agent  
Inquiries: (321) 800-6594



More than a policy. A promise.

## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:  
Allyson Foss; Jorge L Bracamonte

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$7,500,000): \$7,500,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25<sup>TH</sup> day of September, 2016.

Attest:

Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Thomas A. Koval Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

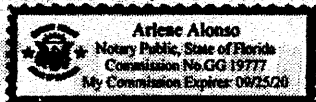


Arlene Alonso  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Thomas A. Koval, Esq., who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7<sup>th</sup> day of March, 2019

Thomas A. Koval, Esq., EVP, Chief Legal Officer,  
Government Affairs and Corporate Secretary

1-ONA-3592-NA-04, 8/16

DocuGuard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

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PROJECT NAME: 18526A

PROJECT NUMBER: DAGGERWING NATURE CENTER - RE-BID

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: January 16, 2019

**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 Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

**CHANGE TO QUOTATION FORM:**

Change bid due date from "Thursday, January 17, 2019" to read "Thursday, February 21, 2019 at 2:00PM."

**IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) 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

ADD1-1

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**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

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PROJECT NAME: 18526A

PROJECT NUMBER: DAGGERWING NATURE CENTER – BOARDWALK REPAIRS (RE-BID)

---

**ADDENDUM NUMBER: TWO**

DATE OF ISSUANCE: January 29, 2019

**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 Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page and an attachment of twenty-six (26) pages.

**CHANGE TO INVITATION TO QUOTE / BID PACKAGE:**

1. Delete the entire Invitation to Quote / Bid package and replace with the attached twenty-six (26) pages. Please note that this contains a date change.

**CHANGE TO ADDENDUM ONE:**

Delete in its entirety

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

**ACKNOWLEDGMENT OF RECEIPT:** 

---

END OF ADDENDUM

ADD2-1

---



**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

---

PROJECT NAME: 18526A

PROJECT NUMBER: DAGGERWING NATURE CENTER – BOARDWALK REPAIRS  
(RE-BID)

---

**ADDENDUM NUMBER: THREE**

DATE OF ISSUANCE: March 5, 2019

**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 Form". Failure to do so may subject the Bidder to disqualification.

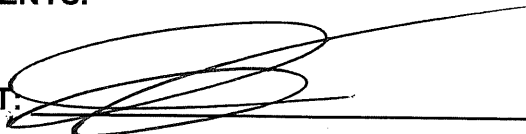
This Addendum consists of one (1) page and an attachment of one (1) page.

**CHANGE TO ATTACHMENT D – PROJECT REQUIREMENTS:**

1. Delete Exhibit 3 and replace with the attached revised Exhibit 3R.

**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.**

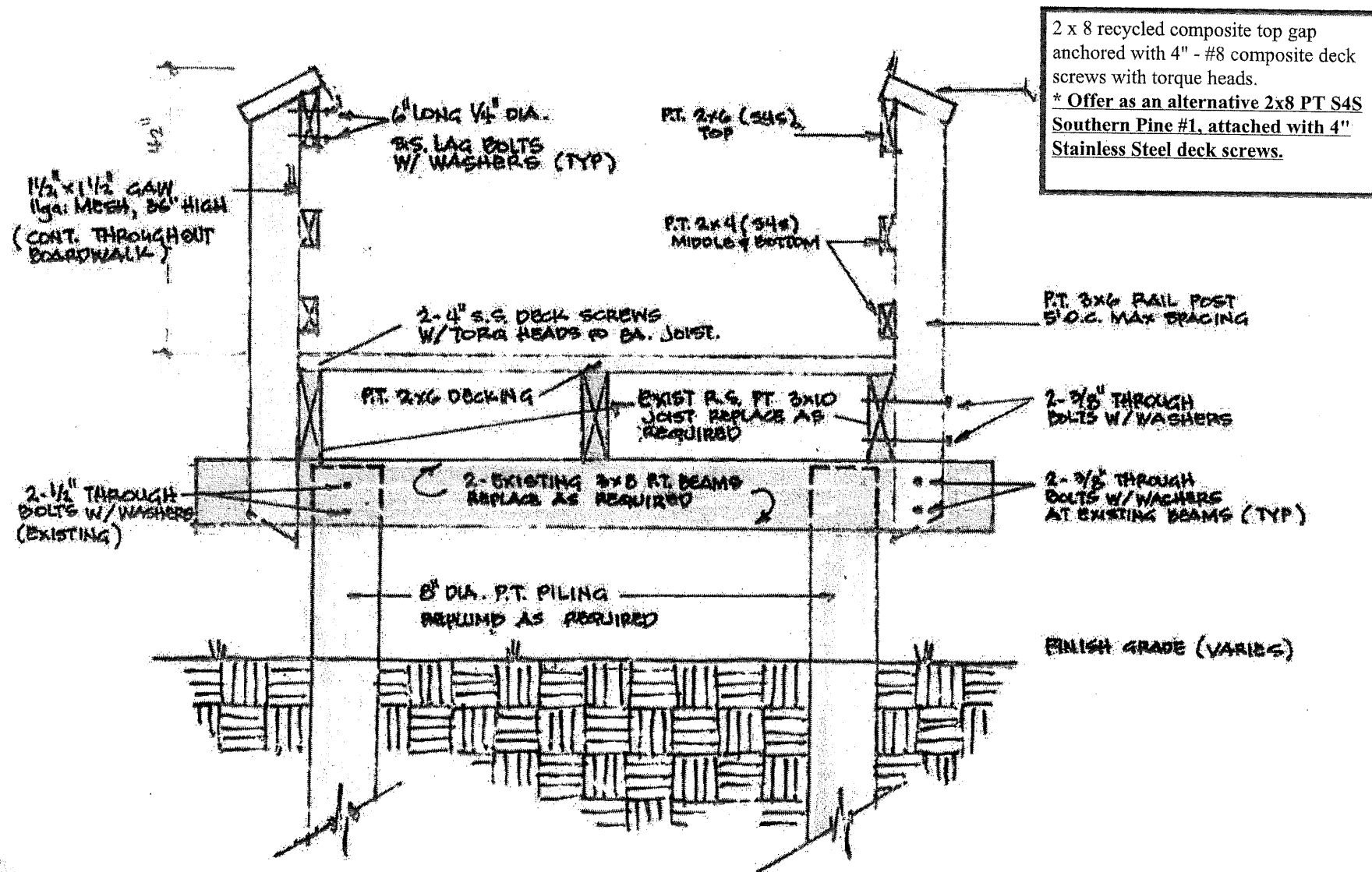
**ACKNOWLEDGMENT OF RECEIPT:**

  
\_\_\_\_\_

END OF ADDENDUM

ADD3-1

---



[Hatched Pattern] = Substructure  
 [Solid Pattern] = Deck, rails, posts, top cap, etc.

TYPICAL BOARDWALK  
 SECTION SCALE: 1/2" = 1'-0"

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT  
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

---

PROJECT NAME: 18526A

PROJECT NUMBER: DAGGERWING NATURE CENTER – BOARDWALK REPAIRS  
(RE-BID)

---

**ADDENDUM NUMBER: FOUR**

DATE OF ISSUANCE: March 5, 2019

**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 Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page and an attachment of one (1) page.

**1. CHANGE TO BID/QUOTATION FORM:**

Change bid due date from "March 7, 2019 at 2:00PM" to read "March 14, 2019 at 2:00 pm".

**2. CHANGE TO BID FORM:**

Delete Bid Form and replace with the revised attached Bid Form to include Alternate Bid Quote.

**IT IS REQUIRED THAT THIS ADDENDUM NO. FOUR (4) 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



"ENGINEERED HYDRAULIC SOLUTIONS TO CONTROL SOIL EROSION"  
www.hydrograsstech.com

53,000.00 X .11 = ~~5830.00~~

**Anzco, Inc.**

9671 Carousel Circle South  
Boca Raton, FL 33424  
754-222-6697

Attn: John Zak 561-699-3602 jzak@anzcoinc.com

5830.00

450.00

6280.00

**Project: Coral Springs Canal Clearing Phase II & III**

Description	Est. Qty	Unit Price	Est. Total
<b>HYDROSEED, FDOT SEED MIX</b>			
Includes Supply and Application of the Following Materials :			
• GeoMatrix Virgin Wood Mulch with Tackifier			
• Pensacola Bahiagrass Seed	40,000 SF	\$ 0.11/SF	\$ 4,400.00
• Bermudagrass Seed			
• Annual Ryegrass Seed			
• Slow Release Fertilizer			
<b>MOBILIZATION FEE</b>	1	\$ 450.00/EA	\$ 450.00
<b>ESTIMATED TOTAL</b>			<b>\$ 4,850.00</b>

**The Following ASSUMPTIONS AND EXCLUSIONS Apply:**

- The total price above is an estimate only. The final total will be based on the actual area sprayed.
- There is a minimum of 1 acre per mobilization (3 acres for dust control or temporary seeding). A mobilization fee of \$450.00 will be applied to areas under these minimums.
- Does not include any site preparation or maintenance (grading, weeding, watering, mowing, etc.).
- Hydrograss must have a water source nearby to use at no additional cost (pond, fire hydrant, etc.).
- Areas seeded by Hydrograss that do not show growth will be re-sprayed at no additional fee, as long as it is brought to our attention within 30 days and the damage was not caused by anything beyond Hydrograss' control (i.e. lack of water, named storm, wildlife, traffic, etc.). No guarantee is made on areas that are not irrigated and watered. No other warranty, expressed or implied, is made or intended.

**CONDITIONS:** This proposal will remain valid for 30 days beyond the submittal date of **January 14, 2019**. If not accepted within this time, Hydrograss Technologies reserves the right to modify any portion thereof, or withdraw the quotation in its entirety. **By signing below, you are verifying that you are an authorized representative of the Project Owner and accept the terms and conditions of this service agreement as stated above.**

Authorized Representative Name (Print): \_\_\_\_\_

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

**HYDROGRASS TECHNOLOGIES, INC.**

Brad Ward, Vice President of Operations Ofc: 941-377-3114 Cell: 941-650-5503 [bradw@hydrograsstech.com](mailto:bradw@hydrograsstech.com)

**ATTACHMENT D**  
**PROJECT REQUIREMENTS**  
**Annual Contract – Minor Construction**

Date: January 29, 2019

Contact: Gus Arnold, Capital Improvements Division

Phone: (561) 233-0275

Project Title: Daggerwing Nature Center – Boardwalk Repairs (RE-BID)

Project #: 18526A (RE-BID)

Project Location: 11435 Park Access Road, Boca Raton, FL 33498

**1. GENERAL**

- a. The work covered by this Request for Quote consists of, but is not limited to, 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 – Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 5:00 pm, 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 sixty (60) days (each phase) of permit issuance. 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 \$80 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**

Remove and replace boardwalk decking, railing, rail posts and associated hardware, with new material to include top cap, as highlighted on Exhibit 3 & 5. Be careful to not remove more of the existing supporting structure than is necessary. Do not damage, mar or deface the portion of the remaining structure or material to be reused.

This project will be completed in four (4) phases (Exhibit 1). The bids are to be prepared with individual pricing for Phase 1, 2, 3 & 4 and an overall cost of the work to be completed. The contract will not be given to multiple vendors, but will be awarded to the lowest overall responsive bidder. Work selected to be completed will be based on Owner's budget.

The substructure, as highlighted on Exhibit 3 & 5, is to be realigned and leveled to include skewed pilings while reusing as much of the original beams, joints and stringers as possible, reference "As Built" drawings, Exhibit 2.

Reconstruct top portion of boardwalk based on typical sketch (Exhibit 3 & 5).

- a. Remove and properly dispose of all wood deck, handrails, mid rails, top rails, rail posts, fascia, and rotted or damaged structural components.
- b. Realign and plumb skewed pilings.
- c. Replace all broken, cracked/split or rotted beams and joists.
- d. Replace damaged joist straps with new joist straps to match existing.
- e. PT 2x12 fascia will not be replaced.

### Summary of Phases

Below is a list of components that either need to be realigned or replaced. All bids should be based on this quantity. Also included in the bids should be individual costs for each realigned/installed item, should additional items be needed.

#### Phase 1

<u>Item</u>	<u>Qty.</u>
Skewed Pilings	13
Replace Piling	1
Beams to be replaced	5
Stringers to be replaced	2
Straps to be replaced	16

#### Phase 3

<u>Item</u>	<u>Qty.</u>
Skewed Pilings	3
Beams to be replaced	2
Stringers to be replaced	1
Straps to be replaced	8

#### Phase 2

<u>Item</u>	<u>Qty.</u>
Skewed Pilings	4
Replace Piling	1
Beams to be replaced	5
Stringers to be replaced	1
Straps to be replaced	15

#### Phase 4

<u>Item</u>	<u>Qty.</u>
Skewed Pilings	0
Replace Piling	0
Beams to be replaced	0
Stringers to be replaced	0
Straps to be replaced	0

### **3. PRODUCT INFORMATION**

- a. All lumber shall be visually graded in accordance with current W.W.P.A. grading rules. All dimensional lumber shall be S4S seasoned Southern Pine #1.
- b. Treat all dimensional lumber with CA. Use 0.21 pounds of preservative retention per cubic foot.
- c. All structural fasteners shall be hot dipped galvanized including the handrails, side rails, rail posts unless otherwise noted. Note - all machine threaded bolts should pass lumber face on opposite side at least 2.0" past nut end with flat and lock washers.
- d. Deck screws to be 305 stainless, type 17, torx drive x 4.0" long for deck, two (2) screws per board per each joist connection and 3.0" long for recycled plastic handrail top cap 24.0" O.C.
- e. All deck screws shall be countersunk approximately 3/16" below surface of deck board.
- f. Welded Wire Mesh GAW - Galvanized after Weld, 12.5 Gauge, Mesh size 1.5" x 1.5", 36" in height.

### **4. SUBMITTALS**

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

### **5. 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.

### **6. 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.



## **7. PROJECT CONDITIONS**

Daggerwing Wetlands are regulated by the SFWM so there is the potential that permitting/guidelines will be required if any machinery is to be used on the hammock floor.

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.

## **8. PREPARATION**

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

## **9. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. If approved, this shall result in a change order.

## **10. 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.

## **11. 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.

## **12. CLEAN UP**

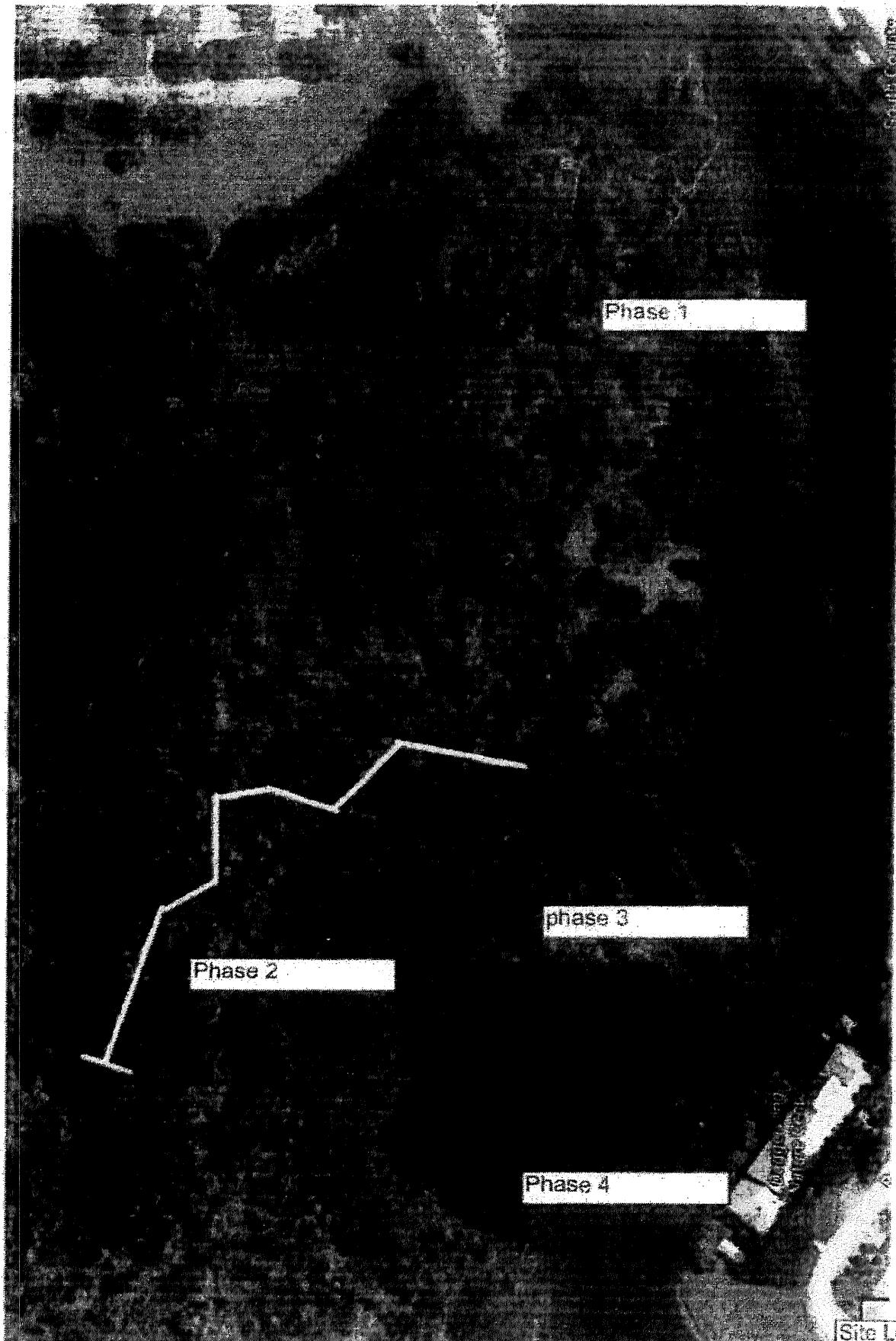
Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

## **13. SECURITY**

This project is subject to:

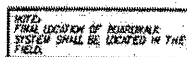
- ☒ Critical Facilities Background Check
- ☐ CJI Facilities Background Check
- ☐ No Background Check

# SITE LOCATION



**EXHIBIT 1**

Site Location  
Attachement 1

[illegible][illegible]

Technical drawing of a bridge structure, likely a girder bridge, showing various components and dimensions. The drawing is oriented vertically with the bridge axis running from top to bottom.

- Top Section:** Shows a cross-section of the bridge deck with a central vertical axis. Dimensions include "PT. 3 X 10 (1545) RAILING" and "PT. 3 X 8 (1545) MID RAIL".
- Deck Structure:** The main deck is labeled "PT. 3 X 8 (1545) RAIL POST". Below the deck, there are horizontal lines representing structural members, with dimensions "PT. 3 X 8 (1545) BOTTOM RAIL" and "PT. 3 X 8 (1545) MID RAIL".
- Support Structure:** The bridge is supported by a central vertical pier. The pier is labeled "2 EMPTY PILES" and "MORON PILING AFTER PLACING TO RESIST 100 X 8 BEAMS".
- Foundation:** The base of the pier is shown with a cross-section of the ground, labeled "DESIGN".
- Dimensions and Notes:**
  - "42" is written on the left side, indicating a height or width dimension.
  - "750 MM" is written at the bottom left, indicating a width dimension.
  - "DESIGN" is written at the bottom right, indicating the design stage.

[illegible]

RECORD DRAWINGS

**H&H**  
Raynolds, Smith and Hime, Inc.  
1000 Fern Beach Lakes Blvd., Suite 400  
West Palm Beach, Florida 33409

PARCEL OR  
SITE  
DETAILS



**James H. Jones  
James H. Jones Agency  
Beach County  
Florida**

COAL NO. 268-1064-003  
DRAWN DATED 4/20/43  
DRAWN BY ROP  
CHECKED BY CUF  
APPROVED BY COE  
RECEIVED 5/1/43

DRAWING NO.  
**D-205**

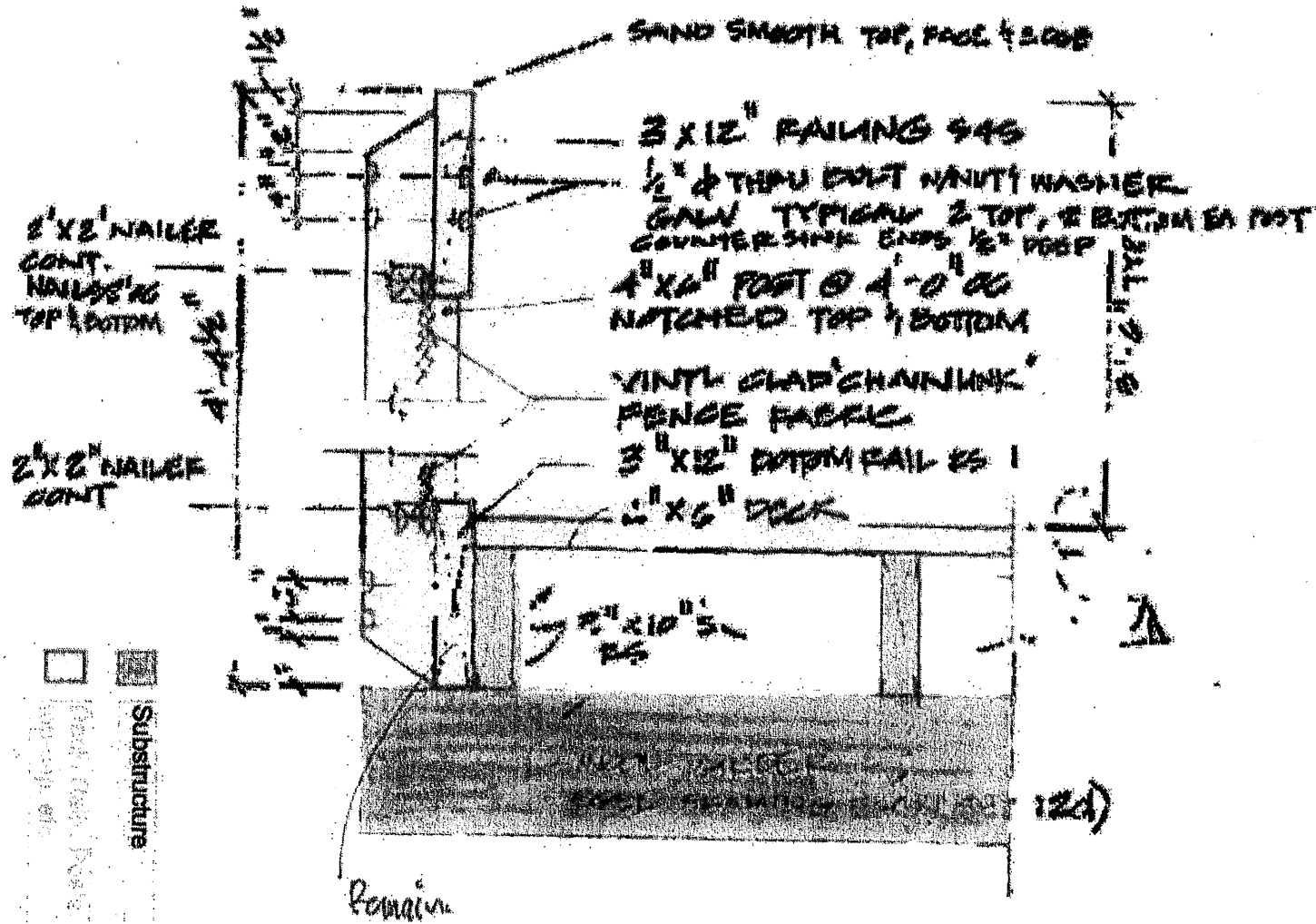
**FOR REFERENCE ONLY**

EXHIBIT 2





# PHASE 4 DETAIL



JCA Surety Group, LLC  
123 Zelma Street, Suite A  
Orlando, FL 32803  
Tel (321) 800-6594 Fax (407) 264-8321  
www.jcasurety.com

**J C A**  
Surety Group

*Partners in your success...*

**April 16, 2019**

**Palm Beach County BOCC  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604**

**RE: Authority to Date Performance and Payment Bonds, Form of Guarantee and Powers of Attorney  
Principal: ANZCO, Inc.  
Bond No: 1000937  
Project: Daggerwing Nature Center – Boardwalk Repairs (RE-BID)**

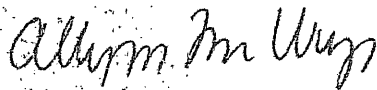
To Whom It May Concern:

Please take this letter as authorization from the surety company to date the above referenced bonds and powers of attorney the same date as the contract.

Please forward us a scanned copy once the bonds are dated.

Sincerely,

FCCI Insurance Company



Allyson Foss Wing

Attorney-In-Fact & Florida Licensed Resident Agent

Send copy of bonds to: Afoss@jcasurety.com

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 1000937

BOND AMOUNT \$377,667.00

CONTRACT AMOUNT \$377,667.00

CONTRACTOR'S NAME: ANZCO, Inc.

CONTRACTOR'S ADDRESS: 9671 Carousel Circle South, Boca Raton, FL 33434

CONTRACTOR'S PHONE: (561) 488-0822

SURETY COMPANY: FCCI Insurance Company

SURETY'S ADDRESS: 6300 University Parkway  
Sarasota, FL 34240-8424

SURETY'S PHONE: (800) 266-3224

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: Daggerwing Nature Center – Boardwalk Repairs (RE-BID)

PROJECT NUMBER: 18526A

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

DESCRIPTION OF WORK: Remove and replace boardwalk decking, railing, rail posts and associated  
Hardware, with new material to include top cap.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_  
Daggerwing Nature Center  
11435 Park Access Road  
Boca Raton, FL 33498

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 herein below defined, in the amount  
of

Three hundred seventy-seven thousand six hundred sixty-seven and 00/100 Dollars  
(\$377,667.00)

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: Daggerwing Nature Center – Boardwalk Repairs (RE-BID)  
Project No.: 18526A  
Project Description: Replacement of existing boardwalk  
Project Location: Daggerwing Nature Center

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A  
LOCATION OF FIRM:  
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of repairing the boardwalk – Work Order 19-038, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. 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
3. 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
4. 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.
5. 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.


6. 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.

7. 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.


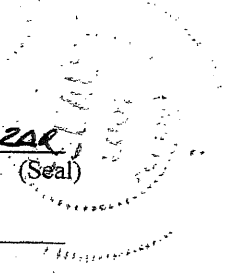

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in 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.


Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

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.

  
ANZCO, Inc.   
Principal  
  
President  
\_\_\_\_\_  
Title

FCCI Insurance Company  
Surety  
  
\_\_\_\_\_  
Title Allyson Foss Wing, Attorney-In-Fact &  
Florida Licensed Resident Agent  
Inquiries: (321) 800-6594



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Allyson Foss Wing; Jorge L Bracamonte**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

*Craig Johnson*  
Craig Johnson, President  
FCCI Insurance Company

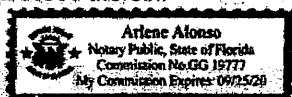


*Cina Welch*  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

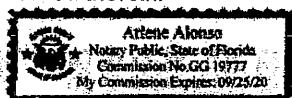


*Arlene Alonso*  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



*Arlene Alonso*  
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

*Cina Welch*  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary



Bond No. 1000937

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: ANZCO, Inc. and  
Surety Name: FCCI Insurance Company

**We the undersigned** hereby guarantee that the Project Daggerwing Nature Center – Boardwalk Repairs (RE-BID), Project Number 18526A 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)

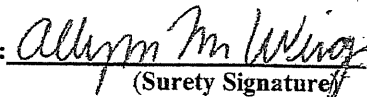
SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

ANZCO, Inc.  
(Contractor Name) (Seal)

By:   
(Contractor Signature)

John B. Zak President  
(Print Name and Title)

FCCI Insurance Company  
(Surety Name) (Seal)

By:   
(Surety Signature)

Allyson Foss Wing, Attorney-In-Fact &  
Florida Licensed Resident Agent  
(Print Name and Title)

Inquiries: (321) 800-6594



More than a policy. A promise.

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Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest:

*Craig Johnson*

Craig Johnson, President  
FCCI Insurance Company



*Cina Welch*

Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



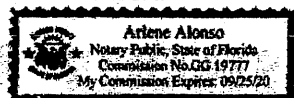
*Arlene Alonso*

Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



*Arlene Alonso*

Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

*Cina Welch*

Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2019

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 W.F. Roemer Insurance Agency, Inc. 3775 NW 124 Avenue Coral Springs FL 33065	CONTACT NAME: Certificate Department	
	PHONE (A/C No, Ext): 954-731-5566	FAX (A/C No): 954-731-8438
E-MAIL ADDRESS: certificates@roemer-ins.com		
INSURER(S) AFFORDING COVERAGE		
INSURER A : American Builders Insurance Co		
INSURER B : Mapfre Ins. Co. of Florida		
INSURER C : Evanston Insurance Company		
INSURER D : EVANSTON INS CO		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER: 414018432

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<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	MKLV4PBC000169	2/22/2019	2/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5204070001563	11/18/2018	11/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		MPXS3000356	2/22/2019	2/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCV008883108	7/21/2018	7/21/2019	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).  
Project #: 14470 Project Name: Annual Minor Construction Contract

The interest of Palm Beach County, a political subdivision of the state of Florida, it's officers, agents and employees are included as additional insured in respect to general liability when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County c/o Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach FL 33411-5604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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