

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

Meeting Date: January 24, 2023

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

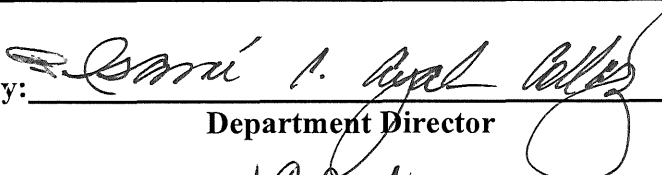
Motion and Title: Staff recommends motion to approve: Work Order No. 22-022 to the annual minor construction contract with Anzco, Inc. (Contractor) (R2020-0144) for Fire Station No. 55 - Roof Replacement and Weatherproofing project in the amount of \$297,000 for a period of 90 calendar days from permit issuance.


Summary: On February 11, 2020, the Board of County Commissioners (Board) approved the annual minor construction contract with the Contractor for improvements and renovations to County properties. Work Order No. 22-022 authorizes the replacement of the existing flat roofing system with a new modified bitumen roof, modifications to the mechanical curbs and stands on the roof, modifications to the mansards, and to weatherproof and paint the exterior of the building. The existing roof has outlived its useful life cycle and the mansard section of the roof is in a state of disrepair. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 90 calendar days from permit issuance to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof is \$80 per day. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) sheltered market for projects less than \$100,000; 2) 10% Small Business Enterprises (SBE) Price Preference for single-trade projects \$100,000 or greater; or 3) a minimum mandatory 25% SBE subcontracting goal for multi-trade projects. Since this is a multi-trade project over \$100,000, the applicable API is a mandatory subcontracting goal of 25%. The Contractor is an SBE and committed to 61.72% SBE participation on this work order. To date, the overall SBE participation on the annual minor construction contract is 79.07%. The Contractor is a local business. Funding for this project is from the Fire Rescue Improvement Fund. **(Capital Improvements Division) District 4 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on May 26, 2022. On July 26, 2022, the contractor with the lowest bid, All-Site Construction, Inc., withdrew its bid. The second lowest bidder was deemed non-responsive since its prequalification application was not submitted 10 days prior to the bid opening, its OEBO Schedule 1 was incomplete and an OEBO Letter of Intent - Schedule 2 was not provided for all of the subcontractors on the project, as required by the invitation to bid. As a result, Anzco, Inc. is recommended for the award of this project. On September 12, 2022, ARZ Builders, Inc. filed a protest to the proposed award. The County's Purchasing Director denied the contractor's protest due to failure to properly complete OEBO Schedules 1 and 2 and failure to submit a qualification application. ARZ Builders, Inc. did not request a Special Master hearing as allowed under the Purchasing Code.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 22-022
4. Bid Summary
5. Annual Minor Construction Contract: Control Sheet

Recommended by:  12/17/22
Department Director **Date**

Approved by:  1/12/23
County Administrator **Date**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$326,700	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$326,700	-0-	-0-	-0-	-0-
# 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 3700 Dept 441 Unit F151 Object 6502

CONSTRUCTION \$297,000.00
 CONTINGENCY \$ 29,700.00
 TOTAL \$326,700.00

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

Funding for this project is from the Fire Rescue Improvement Fund.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/19/2023
 OFMB JA 12/19
 LM 12/19 ESW
 12-19-22

 12/29/22
 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 2021-013028

Project Name: Fire Station #55 – Roof Replacement and Weatherproofing

Location: 6787 Palmetto Circle North, Boca Raton, FL



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/20/22

REQUESTED BY: Gus Arnold

PHONE: 233-0275

PROJECT TITLE: Fire Station #55 - Roof Replacement & weatherproofing
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$297,000.00

DATE:

eFDO #: 2021-013028

CSA or CHANGE ORDER NUMBER:

LOCATION: 6787 Palmetto Cir N, Boca Raton, FL

BUILDING NUMBER: 1325

DESCRIPTION OF WORK/SERVICE LOCATION: Fire Station 55 - Roof

PROJECT/W.O. NUMBER: 2021-013028

CONSULTANT/CONTRACTOR: Anzco, Inc. (minor)

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

Furnish all labor, material, supervision and supplies necessary and reasonably incidental to remove and properly dispose of existing roof and mansard roof and re-roof and install new stucco finish where mansard was removed.

CONSTRUCTION	\$297,000.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 29,700.00
TOTAL	\$326,700.00

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

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

FUND: 3700 DEPT: 441 UNIT: F151 OBJ: 6502

Todd Taylor

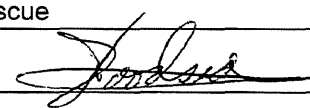
Digitally signed by Todd Taylor
Date: 2022-09-30 09:21:13



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

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

Department: Fire Rescue

BAS APPROVED BY: 

DATE 9-26-2022

ENCUMBRANCE NUMBER: _____

12/14/22

**WORK ORDER 22-022 TO
ANNUAL CONTRACT R2020-0144
FOR MINOR CONSTRUCTION
PROJECT NAME: FIRE STATION #55 – ROOF REPLACEMENT &
WEATHERPROOFING
PROJECT NO. 2021-013028**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and Anzco, Inc., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 20-8208440 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 2/11/20 (R2020-0144) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Total Bid Amount. Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Minor Construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$297,000** for the construction costs of removing and properly disposing of existing roof and mansard roof and install new roof as set forth on the **Bid Form** attached hereto and incorporated herein by reference.

3. Schedule of Time for Completion. The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **90** days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

4. APIs. The APIs applicable to this Contract are attached hereto.

5. EBO Participation to Date. To date Contractor has achieved 84.78% SBE subcontracting participation on this Contract. Contractor will provide 61.72% on this Work Order.

6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

Project Name: Fire Station #55 –roof replacement & weatherproofing
Project No. 2021-013028

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

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

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

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

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

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 *Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.*

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

Project Name: Fire Station #55 –roof replacement & weatherproofing
Project No. 2021-013028

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

8. Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Fire Station #55 –roof replacement & weatherproofing

Project No. 2021-013028

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

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTRROLLER

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


By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

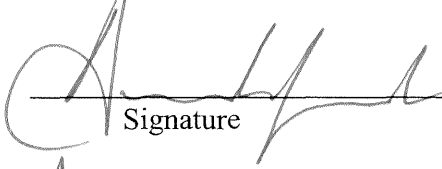
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Fire Station #55 –roof replacement & weatherproofing
Project No. 2021-013028


WITNESS: FOR CONTRACTOR
SIGNATURE



Signature

Amanda Fernandes
Name (type or print)

CONTRACTOR: ANZCO INC



Signature

Julius B. Zak
Name (type or print)

PERSONEL
Title

(Corporate Seal)



BID FORM

PROJECT NUMBER: 2021-013028

PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 297,000.00

Written amount TWO HUNDRED NINETY SEVEN THOUSAND DOLLARS AND 00/100

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

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

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 5/19/22 Addendum# _____ dated _____
Addendum # 2 dated 5/24/22 Addendum# _____ dated _____

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

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

QUOTE/BID PROVIDED BY:

AN200 INC

Contractor Name

Date

5/26/22

Signature

JOEL P. ZAK PRESIDENT
Print Name and Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Fire Station #55 – Roof Replacement and Weatherproofing
 NAME OF PRIME RESPONDENT/BIDDER: ANZCO INC
 CONTACT PERSON: JOE B. ZAL
 SOLICITATION OPENING/SUBMITTAL DATE: 5/26/22

SOLICITATION/PROJECT/BID No.: 2021-013028
 ADDRESS: 9671 CAROUSEL CIRCLE SOUTH BOCA RATON, FL
 PHONE NO.: 561-699-3602 E-MAIL: JZAL@ANZCOINC.COM
 DEPARTMENT: _____

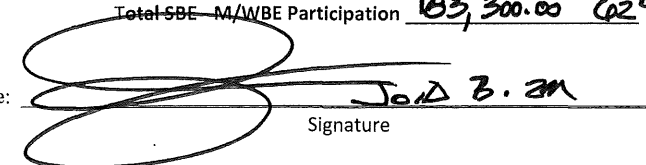
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

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. 9671 CAROUSEL CIRCLE SOUTH BOCA RATON, FL. 33434 561-699-3607</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>183,300.00</u> <u>.62%</u>	_____
2. <u>BONARD LIGHTNING PROTECTION 2080 W. JEWELLTOWN ROAD JUPITER, FL. 33450 STR 100 561-746-4336</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<u>5900.00</u> <u>2%</u>	_____
3. <u>COASTAL ROOFING & LATHE/PLASTERING 10 FAIRWAY DRIVE #129 DEERFIELD BEACH, FL. 044-730-ROOF 33441</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	<u>107,000.00</u> <u>36%</u>	_____
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>297,000.00</u>
Total Bid Price \$ <u>297,000.00</u>	Total SBE – M/WBE Participation	<u>183,300.00 62%</u>

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


 Signature _____ Title PROJECT

- 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 an 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: 2021-013028
 SOLICITATION/PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

Prime Contractor: ANZCO INC Subcontractor: ANZCO INC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/4/21

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

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

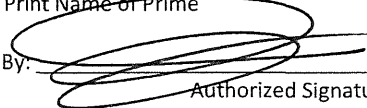
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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

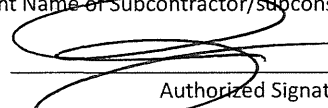
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	DEMOLITION, STUCCO, PAINTING	183,300.00	1		183,300.00 / 62%

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: 183,300.00 62%

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 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

ANZCO INC
 Print Name of Prime
 By: 
 Authorized Signature
John B. Zak
 Print Name
PRESIDENT
 Title
 Date: 5/26/22

ANZCO INC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
John B. Zak
 Print Name
PRESIDENT
 Title
 Date: 5/26/22

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-013028
 SOLICITATION/PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

Prime Contractor: ANZCO INC. Subcontractor: BONDED LIGHTNING

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	REMOVE AND REPLACE LIGHTNING PROT.	5900.00	1		5900.00 2%

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: 5900.00 2%

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

ANZCO INC.
 Print Name of Prime

By: [Signature]
 Authorized Signature

JOHN B. ZAR
 Print Name

PROJECT
 Title

Date: 5/26/22

BONDED LIGHTNING PROTECTION
 Print Name of Subcontractor/subconsultant

By: [Signature]
 Authorized Signature

Cole Newman
 Print Name

Business Development
 Title

Date: 5/24/22

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-013028

SOLICITATION/PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

Prime Contractor: ANZCO INC Subcontractor: COASTAL ROOFING & WEATHERPROOFING

(Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	REMOVE AND REPLACE ROOF	107,600.00	LS		107,600.00 / 36%

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: 107,600.00 36%

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

ANZCO INC
Print Name of Prime

By: [Signature]
Authorized Signature

JOHN B. ZAK
Print Name

PRESIDENT
Title

Date: 5/26/22

Coastal Roofing and Waterproofing
Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Dustin Heaps
Print Name

President
Title

Date: 5/26/2022

ATTACHMENT "A"
(for Minor Construction - MultiTrade)

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

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.

 X **SBE Sheltered Market for Small Construction Contracts**

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

 X **SBE Subcontracting Program**

A minimum mandatory goal of 25% SBE participation is established for this contract for Work Orders over \$100,000. 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.

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

PROJECT NUMBER: 2021-013028

PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

DATE: May 26, 2022

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

----- (hereinafter called "Principal"), and -----
FCCI Insurance Company (hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of TWO HUNDRED NINETY SEVEN THOUSAND 40 00/100 Dollars, (\$ 297,000.00), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Fire Station #55 – Roof Replacement and Weatherproofing, Project Number 2021-013028**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 2021-013028

PROJECT NAME: Fire Station #55 – Roof Replacement and Weatherproofing

DATE: May 26, 2022

IN WITNESS WHEREOF, the said ANZCO, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its President
Carol L. Zak, and attested by its Secretary _____ 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
_____, and attested by its corporate Seal, this 26th day of May, A.D., 2022.

ATTEST:

(SEAL)

Carol L. Zak
Print Name

ANZCO, Inc.
1009 NW 31st Avenue
Pompano Beach, FL 33069
(Contractor Name)
By: [Signature]
(Signature)

TITLE: VP/SBY

Print Name and Title: John Zak, President

ATTEST:

Diana Alvarez
Print Name

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240-8424
(Surety Name)
By: [Signature]
(Signature)



TITLE: Witness

Print Name and Title: Jessie Sloan, Attorney-In-Fact & Florida Licensed Resident Agent

Inquiries: (321) 800-6594

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



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:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

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 \$20,000,000.00): **\$20,000,000.00**

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 23rd day of July, 2020.

Attest: *Christina D. Welch*
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow
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 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of May, 2022



Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

**IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract – Minor Construction**

Contact: Gus Arnold, Capital Improvements Division
Phone: (561) 233-0275
Project Title: Fire Station #55 – Roof Replacement and Weatherproofing
Project #: 2021-013028
Project Location: 6787 Palmetto Circle North, Boca Raton, FL

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 ninety (90) days from permit issuance. Permit application 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

- a. Contractor to remove and properly dispose of existing roof and mansard roof as outlined in Exhibit "1".
- b. Contractor to provide and install new stucco finish above windows where

mansard roof is removed.

- c. Contractor to install new roofing as per Exhibit "1".
- d. The Contractor is responsible for having the lightning protection system removed and re-installed by certified licensed lighting protection Contractor in the State of Florida at completion of this project where necessary. The Contractor shall provide a re-certification letter of the system.
- e. Contractor to supply all paint, material, and labor necessary for a "turnkey" weatherproofing and painting of the exterior building as outlined in Exhibit "2". Work is to include but not be limited to surface cleaning, surface preparation, and pressure cleaning. Surface repair is to include all caulking, sealants, patching, priming and application of paint coatings to the substrates and systems that are necessary for the completion of service.
- f. Weatherproofing and painting shall be in accordance with specifications from Sherwin Williams as shown on Exhibit "2". Basis for Design shall be Sherwin Williams Products or PBC approved equal.
- g. All soil at the base of walls shall be scraped back to expose the lower wall slab area for cleaning and painting a minimum 6" inches below the existing grade and back filled when completed.
- h. Provide professional specialty and general construction services necessary for the re-roofing, demolition and weatherproofing as per the plans and specifications provided in Exhibit "1" and "2".

3. SUBMITTALS

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

4. CLEANING

- a. The contractor shall keep the worksite clean and free of debris during construction and remove all trash daily.

- b. Thoroughly clean the entire job area prior to requesting final inspection.
- c. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.
- d. Remove bitumen from all finished surfaces. In areas where finished surfaces are soiled by asphalt or any other source of soiling caused by work of this section, consult Manufacturer of surfaces for cleaning advice and conform to those instructions.

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

Roofing materials containing asbestos must be removed under the continuous supervision of an on-site roofing supervisor trained in accordance with Chapter 469 Florida Statutes, working under the direction of a roofing contractor certified under Chapter 489 Florida Statutes. A copy of the company's certification and the on-site supervisor's training certificate is mandatory before start of work. The current training certificate for the on-site supervisor must be on the premises during the project.

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. Commencing installation means acceptance of the surface of the substrate only.

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. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order. Commencing installation means acceptance of the surface of the substrate only.

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**

The Contractor shall warranty the installation of the roofing work for a period of two (2) years from the Date of Final Acceptance of the work. The Contractor shall furnish a No Dollar Limit (NDL) twenty (20) year warranty, from the Manufacturer of the roofing system from deck to cap sheet. Prior to the Notice to Proceed being issued, the Contractor shall furnish to the Project Manager a Certification from the Roofing Manufacturer that the Contractor is certified to install the specified roofing system and that the Manufacturer shall issue the required warranty upon receipt of Notice to Proceed.

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twenty-four (24) months from substantial completion.

12. **CLEAN UP**

Remove all waste materials, tools and equipment from job site daily, including roofing nails and other metal objects. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines. Thoroughly clean the entire job area prior to requesting final inspection.

13. **SECURITY**

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

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

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



October 4, 2022

**Palm Beach County Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411-5604**

**RE: Authority to Date Performance and Payment Bonds, Powers of Attorney, and Form of Guarantee
Principal: ANZCO, Inc.
Bond No: 1001748
Project: Fire Station #55 – roof replacement and weatherproofing
Project Number: 2021-013028**

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 once executed. As well as the Form of Guarantee upon Substantial Completion.

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

Sincerely,

FCCI Insurance Company

A handwritten signature in black ink, appearing to read 'Jessie Sloan', is written over a circular embossed seal. The seal contains the text 'FCCI Insurance Company' and 'FLORIDA LICENSING BOARD' around the perimeter.

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent

Send copy of bonds to: Bonds@jcasurety.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER 1001748

BOND AMOUNT \$297,000.00 - Two Hundred Ninety-Seven Thousand Dollars and 00/100

CONTRACT AMOUNT \$297,000.00 - Two Hundred Ninety-Seven Thousand Dollars and 00/100

CONTRACTOR'S NAME: ANZCO, Inc.

CONTRACTOR'S ADDRESS: 1009 NW 31st Avenue Pompano Beach, FL 33069

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: Fire Station #55 – roof replacement and weatherproofing

PROJECT NUMBER: 2021-013028

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

DESCRIPTION OF WORK: Remove and properly dispose of existing mansard roof and mansard and re-roof.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

6787 Palmetto Cir N., Boca Raton

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

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

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

Dollars \$297,000.00
Two hundred ninety-seven thousand and 00/100

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

WHEREAS,

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

Project Name: Fire Station #55 – roof replacement and weatherproofing
Project No.: 2021-013028
Project Description: Remove and properly dispose of existing mansard roof and mansard and re-roof.
Project Location: 6787 Palmetto Cir N., Boca Raton

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Currie Sowards Aguila Architects, Inc.
LOCATION OF FIRM: 185 NE 4th Ave., Delray Beach, FL 33483
PHONE: 561-276-4951

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 removing and properly disposing of existing mansard roof and mansard and re-roof, 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.

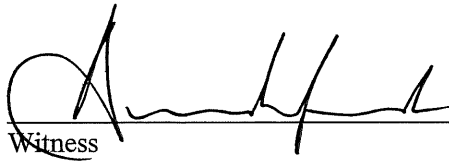
Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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. Dated _____, 20__.

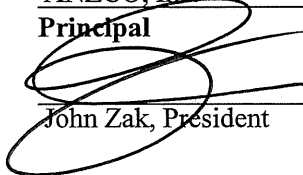


Witness



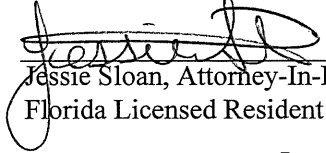
Witness - Korayma Hidalgo

ANZCO, Inc
Principal

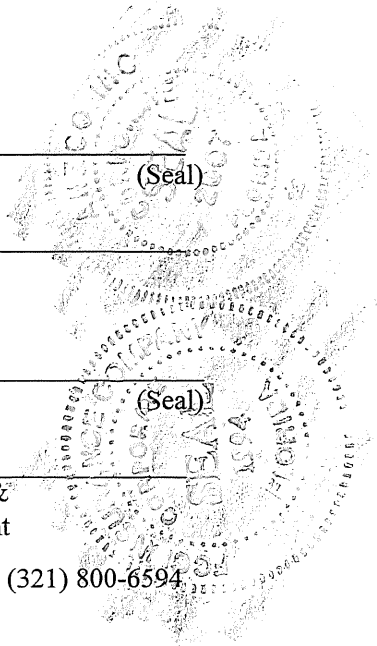


John Zak, President

FCCI Insurance Company
Surety



Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent



Inquiries: (321) 800-6594

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED



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:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

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 \$20,000,000.00): \$20,000,000.00

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 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



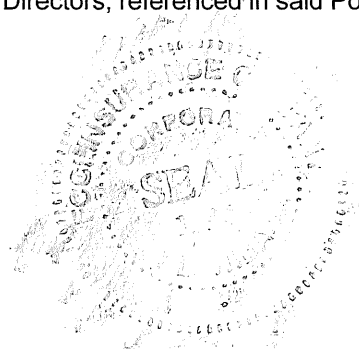
Peggy Snow, Notary Public

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 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this day of

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company



FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (Fire Station #55 – roof replacement and weatherproofing; #2021-013028) 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.
1009 NW 31st Avenue Pompano Beach, FL 33069
(Contractor Name) (Seal)

By: _____
(Contractor Signature)

John Zak, President
(Print Name and Title)

FCCI Insurance Company
6300 University Parkway Sarasota, FL 34240-8424
(Surety Name) (Seal)

By: _____
(Surety Signature)

Jessie Sloan, Attorney-In-Fact &
Florida Licensed Resident Agent
(Print Name and Title)

Inquiries: (321) 800-6594

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



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:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

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 \$20,000,000.00): **\$20,000,000.00**

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 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023



Peggy Snow
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 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____,

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2022

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).

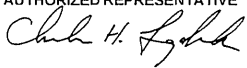
PRODUCER Acentria Insurance - Coral Springs 3775 NW 124 Avenue Coral Springs FL 33065	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 954-731-5566 FAX (A/C, No): 954-731-8438 E-MAIL ADDRESS: wfr.certificates@acentria.com	
INSURED ANZCO-1 Anzco, Inc. 9671 Carousel Circle South Boca Raton FL 33434	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Casualty Insurance Company of America	19046
	INSURER B : James River Insurance Company	12203
	INSURER C : Evanston Insurance Company	35378
	INSURER D : American Builders Insurance Company	11240
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 86954226 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		001130851	2/22/2022	2/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			BA-3P526990-22-42-G	11/18/2022	11/18/2023	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 RETENTION \$			MPXS3003986	2/22/2022	2/22/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV 0088831 12	7/21/2022	7/21/2023	<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
Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department 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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**Palm Beach County
Facilities Development & Operations/Capital Improvements Division
BID SUMMARY**

API: SBE Subcontracting Program ANNUAL/TRADE: MINOR MANDATORY
 PROJECT #: 2021-013028 PM: Gus Arnold, FSPM PRE-BID DATE: 5/4/2022
 PROJECT NAME: FR Station 55 - ReRoof BID OPENING DATE: 5/26/2022

FIRM NAME	All-Site Construction, Inc.	ARZ Builders, Inc.	Anzco Inc.	Garabar Inc.	Joe Schmidt Construction, Inc.	Andrea Construction, Inc.		
PRIME LOCATION	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL	LOCAL		
PRIME SBE STATUS	SBE	SBE	SBE	Non-SBE	SBE	SBE		
BID	\$245,084.00	\$295,000.00	\$297,000.00	\$394,570.00	\$417,679.00	\$495,742.00		
BID BOND	Yes	Yes	Yes	Yes	Yes			
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Subcontractor(s) not listed on Schedule 1	Satisfactory	Satisfactory	Satisfactory	Satisfactory		
SBE PARTICIPATION	57.49%	30%	61.72%	25.09%	56.56%	46.08%		
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Did not provide separate Schedule 2 for subcontractor(s)	Satisfactory	Satisfactory	Satisfactory	Satisfactory		
NOTES:		Firm did not submit prequalification within 10 days of bid due date.						

COMMENTS: The lowest responsive, responsible bidder, All-Site Construction, Inc., notified the County that its firm is no longer able to complete this project.
 The next responsive and responsible bidder, is Anzco, Inc.

Bid Documents Opened By (Print Name): RACHEL RICHARDS Bid Documents Recorded By (Print Name): DONNA LYNCH

Licenses are current and in compliance with Palm Beach County requirements for the recommended contractor and all sub-contractors listed [Signature]

The recommended contractor's insurance(s) is current and in compliance with Palm Beach County requirements, [Signature]. Recommended Firm is registered in VSS: Yes No

RECOMMENDED FOR APPROVAL:

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

Anzco Inc.

Charlee [Signature] Charlene LaMattina 9.9.2022
 Printed Name / Signature Date

[Signature] MICHAEL TUBIARO 9/9/22
 Printed Name / Signature Date

Annual Contract - Minor #19602 : Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

PROJECT INFORMATION						DOLLARS			
PROJECT NUMBER	PROJECT NAME	G.C.	W.O. AMOUNT	W.O. #	\$ COMMITMENTS		\$ CAPACITY	\$SBE	
					TO-DATE	THIS TERM	REMAINING		
FYXX - Xst QUARTER						Work Order			
2021-01302	Fire Station #55 - roof replacement & painting (BC) (8/2/2022 REVISE TO SOLARGUARD has to go	ANZCO	\$297,000.00	22-022	\$4,500,222.15	\$10,708,497.23	\$4,288,937.77	\$183,300.00	
INSERT ROWS ABOVE HERE ONLY						Phyllis --- I copy from coloumn 'J' to Column 'K'			
								4,288,937.77	8,469,567.29
						WMBE BREAKDOWN			
						TOTAL SBE %	TOTAL WMBE \$	TOTAL WMBE %	
Minor Construction Annual									
1	All Site Construction, Inc. - R2020-0142	All-Site	\$1,526,364.82			88.12%	\$744,910.60	48.80%	
2	Andrea Construction, Inc. - R2020-0143	Andrea	\$4,292,839.60			71.56%	\$80,709.00	1.88%	
3	Anzco Inc. - R2020-0144	ANZCO	\$747,098.52			84.78%	\$0.00	0.00%	
4	Boromei Construction Inc.	Boromei	\$0.00			0.00%	\$0.00	0.00%	
5	Brothers Construction, Inc. - R2020-0562	Brothers	\$0.00			0.00%	\$0.00	0.00%	
6	Clean Air Restoration, Inc. d/b/a Chandler Construction Co. - R2020-0145	Chandler	\$199,930.00			90.00%	\$179,937.00	90.00%	
7	Close Constructions, LLC - R2021-1718	Close	\$0.00			0.00%	\$0.00	0.00%	
8	Cooper Construction Management and Consulting, Inc. - R2021-1719	Cooper	\$0.00			0.00%	\$0.00	0.00%	
9	D.W. Recreation Services, Inc. - R2021-1490	D.W.	\$1,067,000.00			95.50%	\$1,018,985.00	95.50%	
10	DCOTA Contracting, Inc. - R2020-0146	DCOTA	\$0.00			0.00%	\$0.00	0.00%	
11	Docks & More Construction Co. - R2020-1686	Docks	\$0.00			0.00%	\$0.00	0.00%	
12	E&F Florida Enterprises Inc. dba Creative Contracting Group - R2020-1687	E&F	\$0.00			0.00%	\$0.00	0.00%	
13	Engineered Comfort Solutions, Inc. - R2021-1236	Engineered	\$0.00			0.00%	\$0.00	0.00%	
14	Florida Mechanical LLC - R2021-1720	Florida	\$0.00			0.00%	\$0.00	0.00%	
15	Garabar, Inc.	Garabar	\$0.00			0.00%	\$0.00	0.00%	
16	Glades Roofing, LLC - R2022-0186	Glades	\$0.00			0.00%	\$0.00	0.00%	
17	Greenview Construction LLC - R2020-0565	Greenview	\$0.00			0.00%	\$0.00	0.00%	
18	Hatcher Construction & Development, Inc. - R2020-0147	Hatcher	\$34,400.00			100.00%	\$34,400.00	100.00%	
19	Hufcor, Inc. - R2020-0148	Hufcor	\$0.00			0.00%	\$0.00	0.00%	
20	I. Q. Constructions, Inc. - R2021-1062	I. Q.	\$0.00			0.00%	\$0.00	0.00%	
21	J. Rawn Enterprises, Inc. - R2020-0149	Rawn	\$45,300.00			100.00%	\$0.00	0.00%	
22	J.J.J. Construction Corp. - R2021-0894	J.J.J.	\$0.00			0.00%	\$0.00	0.00%	
23	Joe Schmidt Construction, Inc. - R2020-0150	Schmidt	\$1,824,241.97			79.18%	\$342,290.00	18.76%	
24	Kelly Brothers, Inc. R2020-1344	Kelly	\$0.00			0.00%	\$0.00	0.00%	
25	Lambert Bros., Inc. - R 2020-0563	Lambert	\$0.00			0.00%	\$0.00	0.00%	
26	One Call Florida, Inc. - R2020-0151	One Call	\$77,600.00			100.00%	\$0.00	0.00%	
27	Onel Construction LLC - R2021-0796	Onel	\$0.00			0.00%	\$0.00	0.00%	
28	Parsa Corporation - R2020-1029	Parsa	\$0.00			0.00%	\$0.00	0.00%	
29	Poseiden Dredge & Marine, Inc. R2020-0564	Poseiden	\$0.00			0.00%	\$0.00	0.00%	
30	Ralph Della-Pietra, Inc. - R2020-1575	RDP	\$514,542.00			48.77%	\$0.00	0.00%	
31	Randolph Construction Group, Inc. - R2020-0566	Randolph	\$381,745.32			96.33%	\$367,751.59	96.33%	
32	Regal Contractors, Inc. - R2021-1491	Regal	\$0.00			0.00%	\$0.00	0.00%	
33	Republic Construction Corp. - R2020-1345	Republic	\$0.00			0.00%	\$0.00	0.00%	
34	Walker Design & Construction Co	Walker	\$0.00			0.00%	\$0.00	0.00%	
35	Waypoint Contracting Inc	Waypoint	\$0.00			0.00%	\$0.00	0.00%	
36	West Construction, Inc. - R2021-1721	West	\$0.00			0.00%	\$0.00	0.00%	
37	Solarguard Roofing, Inc.	Solarguard	\$0.00			0.00%	\$0.00	0.00%	
Total			\$10,711,062.23			79.07%	\$2,768,983.19	25.85%	

ATTACHMENT # 5