

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 18, 2023                      ☒ Consent                      ☐ Regular  
   ☐ Workshop                      ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF


**Motion and Title:** Staff recommends motion to approve: Work Order No. 23-014 (Work Order) to the annual minor construction contract (R2020-0144) with Anzco, Inc. (Contractor) in the amount of \$360,440 for the Water Utility (WUD)-Storage Yard Canopy project for a period of 120 calendar days from notice to proceed.

**Summary:** The existing WUD flammable storage area at Building No. 6 is currently an unused, open-air space with a perimeter wall and storage structures. WUD intends to repurpose this space as covered storage for their lift station pumps. This project includes, but is not limited to, alterations to the exiting space to remove the existing storage structures and debris, installation of new lighting with accompanying electrical service and installation of a new canopy over the existing storage space. 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 120 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$180 per day. This Work Order was solicited pursuant to the annual minor construction contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual minor construction contract was presented to the Goal Setting Committee on August 21, 2019 and the Committee established Affirmative Procurement Initiatives (APIs): 1) sheltered market for projects less than \$100,000; or 2) 10% Small Business Enterprises (SBE) price preference for single trade projects \$100,000 or greater; or 3) a 25% minimum mandatory SBE participation for multi-trade projects \$100,000 or greater. Since this is a multi-trade project greater than \$100,000, the 25% minimum mandatory SBE participation API was applied. The SBE participation on this Work Order is 58.31%. The cumulative SBE participation on the annual minor construction contract is 49.18%. The Contractor is a local SBE certified business. Funding for this project is from the WUD Operation & Maintenance Fund. **(Capital Improvements Division) District 3 (MWJ)**

**Background & Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on January 12, 2023 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received.

- Attachments:**
- 1. Location Map
  - 2. Budget Availability Statement
  - 3. Work Order No. 23-014
  - 4. Bid Summary
  - 5. Annual Contract Minor Construction #19602 Control Sheet

Recommended by:                       3/22/23  
   Department Director                      Date

Approved by:                       4/18/23  
   County Administrator                      Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$396,484				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$396,484	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	<u>X</u>	No	
Does this item include use of federal funds?		Yes		No	<u>X</u>

Budget Account No: Fund 4001 Dept 720 Unit 2410 Object 4615

CONSTRUCTION	\$360,440.00
STAFF COSTS	\$ 0.00
CONTINGENCY	\$ 36,044.00
TOTAL	\$396,484.00

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

Funding for this project is from the WUD Operation & Maintenance Fund.

C. Departmental Fiscal Review: Robert Eric McMillan  
HBBM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ASBelle 3/24/23  
OFMB 2/24 ESW 3-24-23  
Contract Development and Control 3/30/23  
3/30/23

B. Legal Sufficiency:

WAG 3/30/23  
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:** 19644  
**Project Name:** Water Utility (WUD) - Storage Yard Canopy  
**Location:** 8100 Forest Hill Boulevard, West Palm Beach, Florida 33413





Project Name: Water Utility (WUD) – storage yard canopy  
Project No. 19644

**WORK ORDER 23-014 TO  
ANNUAL CONTRACT R2020-0144  
FOR MINOR CONSTRUCTION  
PROJECT NAME: WATER UTILITY (WUD) – STORAGE YARD CANOPY  
PROJECT NO. 19644**

**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 **\$360,440.00** for the construction costs of supplying all materials and labor to perform the required work set forth in this scope of work 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 **120 days of notice to proceed**. Liquidated Damages are \$180/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 49.47% SBE subcontracting participation on this Contract. Contractor will provide 58.31% on this Work Order.

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

Bid Form  
EBO Schedules 1 and 2  
APIs

Project Name: Water Utility (WUD) – storage yard canopy  
Project No. 19644

- Addendum 1
- 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:*

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

*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: Water Utility (WUD) – storage yard canopy  
Project No. 19644

*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.


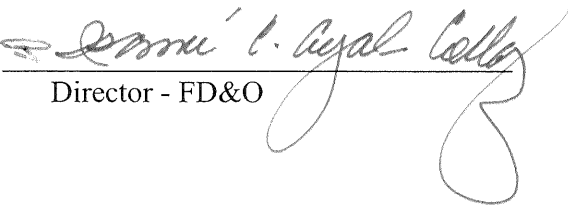
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Water Utility (WUD) – storage yard canopy  
Project No. 19644  
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:	PALM BEACH COUNTY, a political
JOSEPH ABRUZZO, CLERK &	subdivision of the State of Florida, BOARD
COMPTROLLER	OF COUNTY COMMISSIONERS

By: _____	By: _____
Deputy Clerk	Gregg K. Weiss, Mayor

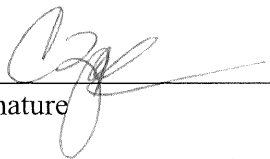
APPROVED AS TO	APPROVED AS TO TERMS
LEGAL SUFFICIENCY	AND CONDITIONS


By:  _____	By:  _____
County Attorney	Director - FD&O



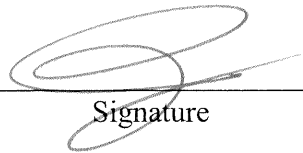
Project Name: Water Utility (WUD) – storage yard canopy  
Project No. 19644

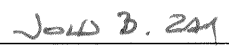
WITNESS: FOR CONTRACTOR  
SIGNATURE


  
\_\_\_\_\_  
Signature

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

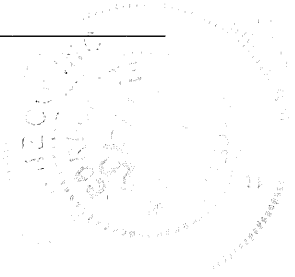
CONTRACTOR: Anzco, Inc.

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Title

(Corporate Seal)



BID FORM

PROJECT NUMBER: 19644

PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

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 \$ 360,440.00

Written amount THREE HUNDRED SIXTY THOUSAND FOUR HUNDRED FORTY 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 1/5/23 Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_ 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:

1/12/2023  
Date

ANZCO INC  
Contractor Firm Name  
[Signature]  
Signature  
JOHN B. ZAK PRUSSIGT  
Print Name and Title

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

Donna Lynch

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**From:** Donna Lynch  
**Sent:** Thursday, January 26, 2023 1:46 PM  
**To:** 'Joe Schmidt Construction Inc.'; 'jzak@anzcoinc.com'; 'Walker Design & Construction Co.'  
**Cc:** William Munker; Phyllis Lancaster  
**Subject:** 19644 Water Utility (WUD) - Storage Yard Canopy  
**Attachments:** 19644 Bid Summary Approved.pdf  
  
**Importance:** High




Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on January 12, 2023.

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

Should you have any questions, please let us know.

Thanks,



Donna Lynch  
Capital Improvements Division (CID)  
 2633 Vista Parkway,  
West Palm Beach, FL 33411  
 (561) 233-0292  
 [DLynch@pbcbgov.org](mailto:DLynch@pbcbgov.org)

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

PROJECT NUMBER: 19644  
PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy  
DATE: January 12, 2023

**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 THREE HUNDRED SIXTY THOUSAND  
FOUR HUNDRED FORTY DOLLARS Dollars, (\$ 360,440.00), (**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: **Water Utility (WUD) - Storage Yard Canopy, Project Number 19644**, 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: 19644  
PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy  
DATE: January 12, 2023

IN WITNESS WHEREOF, the said ANZCO, Inc.  
as "Principal" herein, has caused these presents to be signed in its name, by its President  
\_\_\_\_\_, 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 12th day of January, A.D., 2023.

ATTEST: (SEAL)

  
\_\_\_\_\_  
Carol Zak  
Print Name

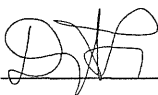
ANZCO, Inc.  
1009 NW 31st Avenue  
Pompano Beach, FL 33069  
\_\_\_\_\_  
(Contractor Firm Name)

By:   
\_\_\_\_\_  
(Signature)

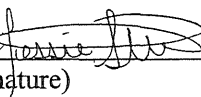
TITLE: V.P.  
\_\_\_\_\_

John Zak, President  
\_\_\_\_\_  
Print Name and Title:

ATTEST: (SEAL)

  
\_\_\_\_\_  
Diana Alvarez  
Print Name

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

By:   
\_\_\_\_\_  
(Signature)

TITLE: Witness  
\_\_\_\_\_

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

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, President  
FCCI Insurance Company





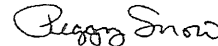
Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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



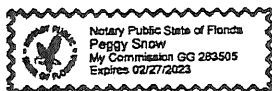


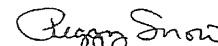
Notary Public

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





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 12th day of January, 2023



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

**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.



OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Water Utility (WUD) - Storage Yard Canopy SOLICITATION/PROJECT/BID NO.: 19644

SOLICITATION OPENING/SUBMITTAL DATE: 1/12/2023 COUNTY DEPARTMENT:

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

NAME OF PRIME RESPONDENT/BIDDER: AN2CO INC. ADDRESS: 9671 CAROUSEL CIRCLE SOUTH BOCA RATON, FL.

CONTACT PERSON: JOHN ZAK PHONE NO.: 561-699-3602 E-MAIL: JZAK@AN2COINC.COM

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 210,185.00

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

Non-SBE MBE WBE SBE

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. BONDRO LIGHTNING 561-746-4336 2080 WEST INDIAN TOWN ROAD JUPITER, FLORIDA 33458	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				12500.00		
2. ADVANCED OVERHEAD SYSTEMS 3570 CLOFTS MAN/BLVD. LAKELAND, FL 33840 863-667-3757	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				69105.00		
3. DOWNELL2 ELECTRIC SERVICES 930 PALMWOOD HAWAII, FL 561-719-6590	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		32150.00				
4. AMERICAN STRUCTURAL CORP. 1840 W 49TH ST HIALEAH, FL 33012 844-257-9504	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		36500.00				
5. AN2CO INC VC 0000128796 9671 CAROUSEL CIRCLE SOUTH BOCA RATON, FL 33434 561-699-3602	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				210,185.00		

(Please use additional sheets if necessary)

Total 68650.00 291,790.00

Total Bid/Offer Price \$ 360,440.00

Total Certified S/M/WBE Participation \$ 210,185.00 58.3%

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

JOHN B. ZAK President

Name & Authorized Signature Title

Note:

1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.

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: 19644  
SOLICITATION/PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

Prime Contractor: AUZCO INC Subcontractor: AUZCO INC

(Check box(s) that apply)  
☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

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

Column 1 Column 2 Column 3  
☒Male ☐Female ☐African-American/Black ☐Asian American ☒Caucasian American ☐Supplier  
☐Hispanic American ☐Native American

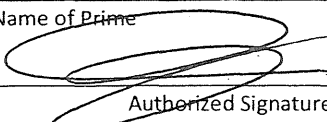
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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

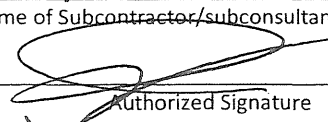
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	CONCRETE, DEMO, PAINTING	210,185.00	1		210,185.00 58.2

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: 210,185.00 58.3

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:

AUZCO INC  
Print Name of Prime  
By:   
Authorized Signature  
Joe D. B. 24  
Print Name  
PRESIDENT  
Title  
Date: 1/12/2027

AUZCO INC  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
Joe D. B. 24  
Print Name  
PRESIDENT  
Title  
Date: 1/12/2023

# OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19644  
SOLICITATION/PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

Prime Contractor: AN2CO INC Subcontractor: BONDED LIGHTNING PROTECTION  
(Check box(s) that apply)  
☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

Column 1	Column 2	Column 3
<input 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	<u>LIGHTNING PROTECTION</u>	<u>12,500.00</u>	<u>1</u>		<u>12500.00</u>

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: 12500.00

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

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

Price or Percentage: \_\_\_\_\_

AN2CO INC  
Print Name of Prime  
By: [Signature]  
Authorized Signature  
JOHN B. ZAK  
Print Name  
PRESIDENT  
Title  
Date: 1/3/23

BONDED LIGHTNING PROTECTION  
Print Name of Subcontractor/subconsultant  
By: Patrick Dillon  
Authorized Signature  
Patrick Dillon  
Print Name  
President  
Title  
Date: 1/6/2023

OEBO LETTER OF INTENT - SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19644

SOLICITATION/PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

Prime Contractor: ANZCO INC.

Subcontractor: Advanced Overhead Systems Incorporated

(Check box(es) that apply)

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

Date of Palm Beach County Certification (if applicable):

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

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African American/Black

☐ Asian American

☐ Caucasian American

☐ Supplier

☐ Hispanic American

☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	FURNISH AND INSTALL CANOPY	69105.00	1		69105.00

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: 69105.00

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

ANZCO INC.

Print Name of Prime

By:

Authorized Signature

Print Name

PRESIDENT

Title

Date:

1/3/23

ADVANCED OVERHEAD SYSTEMS

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Print Name

SALES MAN

Title

Date:

1/11/23

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 19644  
SOLICITATION/PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

Prime Contractor: ANSCO INC Subcontractor: BOURLAZ ELECTRICAL SERVICES  
(Check box(s) that apply)

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

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

Column 1 Column 2 Column 3  
☒Male ☐Female ☐African-American/Black ☐Asian American ☐Caucasian American ☐Supplier  
☒Hispanic American ☐Native American

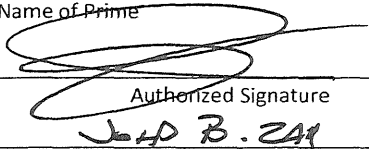
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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

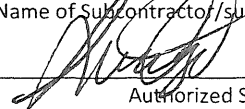
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	ELECTRICAL	32,150.00	1		32,150.00

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: 32,150.00

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

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage:

ANSCO INC  
Print Name of Prime  
By:   
Authorized Signature  
John B. Zarr  
Print Name  
PRESIDENT  
Title  
Date: 1/3/23

Bourlaza Electric  
Print Name of Subcontractor/subconsultant  
By:   
Authorized Signature  
Lazaro Zuniger  
Print Name  
CEO  
Title  
Date: 01/04/23

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 19644

SOLICITATION/PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

Prime Contractor: ANSCO INC Subcontractor: AMELICAL STRUCTURAL CORP

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

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

☐ Supplier

☒ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	STEEL/PAVEMENT ERECTION	36,500.00	1		36,500.00

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. 36,500.00

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

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

Price or Percentage: \_\_\_\_\_

ANSCO INC  
Print Name of Prime

By: [Signature]  
Authorized Signature  
JOHN B. ZAK

Print Name

Title

Date: 1/3/23

AMELICAL STRUCTURAL CORP  
Print Name of Subcontractor/subconsultant

By: [Signature]  
Authorized Signature

Print Name

Title

Date: 1/12/2023

Revised 09/17/2019

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

Contact: William Munker, PM, Capital Improvements Division  
Phone: (561)233-0265  
Project Title: Water Utility (WUD) - Storage Yard Canopy  
Project #: 19644  
Project Location: 8100 Forest Hill Blvd, West Palm Beach, 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 one hundred twenty (120) days of notice to proceed. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$180 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**

The Contractor is to supply all materials and labor to perform the required work set forth in this scope of work and the design drawings from the engineer attached as Exhibit “1”.

### **3. SUBMITTALS**

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

### **4. MATERIALS**

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

### **5. TEMPORARY PROTECTION**

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

### **6. PROJECT CONDITIONS**

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

### **7. PREPARATION**

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

### **8. EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not



identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

#### **9. INSTALLATION**

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

#### **10. WARRANTY**

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

#### **11. CLEAN UP**

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

#### **12. SECURITY**

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

This project is subject to:

- ☒ [X] Critical Facilities Background Check
- ☐ [ ] CJI Facilities Background Check
- ☐ [ ] No Background Check

In addition to Palm Beach County Criminal History Records Check, the Contractor shall be required to comply with the Water Utilities Department ID Badging Requirements (there is no additional cost to the Contractor, for this badge, unless it is lost or stolen).

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

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PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

PROJECT NUMBER: 19644

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**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: 1/5/2023

**TO: Prospective Bidders**

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

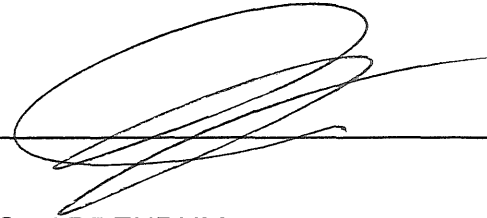
This Addendum consists of one (1) page and one (1) attachment.

**CHANGE TO IFQ/B ATTACHMENT C**

1. 2. **SCOPE OF WORK**, to include attachments as Exhibit "2"

**IT IS REQUIRED THAT THIS ADDENDUM NO. (), 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:**



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END OF ADDENDUM



Palm Beach County  
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000790	Anzco, Inc.		Compliant						
		A++g , XV	Travelers Casualty Insurance Company of America	BA3P5269902242G	11/18/2022	11/18/2023	Auto Liability		
		A+r , XV	Admiral Insurance Company	GX00000622301	2/22/2023	2/22/2024	Excess Liability		
		A+r , XV	Admiral Insurance Company	CA00004816801	2/22/2023	2/22/2024	General Liability		
		Ap , IX	American Builders Insurance Company	WCV008883112	7/21/2022	7/21/2023	Workers Comp		

Risk Profile : Standard - Construction Services  
Required Additional Insured : Palm Beach County Board of County Commissioners  
Ownership Entity :

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



**February 7, 2023**

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

**RE: Authority to Date Performance and Payment Bonds and Powers of Attorney  
Principal: ANZCO, Inc.  
Bond No: 1001902  
Project: Water Utility (WUD) - Storage Yard Canopy - Project No. 19644**

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. In addition to the form of guarantee to be dated upon substantial completion.

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

Sincerely,

**FCCI Insurance Company**

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

Send copy of bonds to: Bonds@jcasurety.com

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER            1001902

BOND AMOUNT           \$360,440.00 - Three Hundred Sixty Thousand Four Hundred Forty Dollars and 00/100

CONTRACT AMOUNT       \$360,440.00 - Three Hundred Sixty Thousand Four Hundred Forty 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:         Water Utility (WUD) – storage yard canopy

PROJECT NUMBER:       19644

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

DESCRIPTION OF WORK: Supplying all materials and labor to replace the storage yard canopy.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

8100 Forest Hill Blvd., West Palm Beach

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Dollars \$360,440.00  
Three hundred sixty thousand four hundred forty 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: Water Utility (WUD) – storage yard canopy  
Project No.: 19644  
Project Description: Supplying all materials and labor to replace the storage yard canopy  
Project Location: 8100 Forest Hill Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:  
LOCATION OF FIRM:  
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of supplying all materials and labor to replace the storage yard canopy, 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.

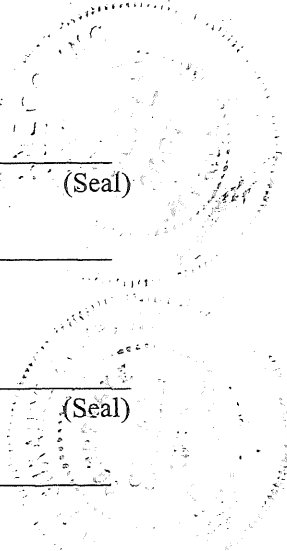
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated \_\_\_\_\_, 2023.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness - Payton Olsen

ANZCO, Inc.  
Principal  
\_\_\_\_\_  
John Zak, President

FCCI Insurance Company  
Surety  
\_\_\_\_\_  
Jessie Sloan, Attorney-In-Fact &  
Florida Licensed Resident Agent



**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**

Inquiries: (321) 800-6594

**NOTE:** If Contractor is a Partnership, all partners must execute bond.  
**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

**FORM OF GUARANTEE**

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

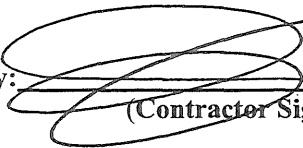
We the undersigned hereby guarantee that the (Water Utility (WUD) – storage yard canopy; #19644) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included 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.

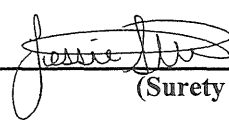
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

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, 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

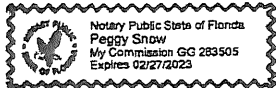


Peggy Snow  
Notary Public

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

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

SBE Subcontracting Program

API: (25% Min)

ANNUAL/TRADE: Minor Construction

MANDATORY PRE-BID DATE: 12/20/2022

PROJECT #: 19644

PROJECT MANAGER: William Munker, Project Manager

BID OPENING DATE: 1/12/2023

PROJECT NAME: Water Utility (WUD) - Storage Yard Canopy

FIRM NAME	Anzco Inc.	Walker Design & Construction Co.	Joe Schmidt Construction, Inc.			
PRIME LOCATION	LOCAL	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE	SBE			
BID BOND	Yes	Yes	Yes			
BID	\$360,440.00	\$402,505.00	\$408,000.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory			
SBE PARTICIPATION	58.31%	100%	89.30%			
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and every subcontractor.)	Satisfactory	Satisfactory	Satisfactory			
NOTES:						

COMMENTS:

Bid Documents Opened By (Print Name): Rachel RichardsBid Documents Recorded By (Print Name): Donna Lynch

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

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

The recommended firm is registered in VSS. YES

**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.

Charlene La Mattina 1-24-2023  
Charlene La Mattina, Project Manager Date

Gigi Jones 1/18/2023  
Gigi Jones, Contract Manager Date

**POSTED**  
1-26-23

Annual Contract - Minor Construction #19602: Control Sheet

[illegible]