

RESOLUTION NO. R-2022-338

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH ZABATT ENGINE SERVICES, INC. FOR CONSTRUCTION SERVICES RELATED TO THE INSTALLATION OF ELECTRICAL POWER GENERATORS AT SANITARY SEWER LIFT STATIONS NO. E-01, E-03, E-06, W-14, W-15 AND STORMWATER PUMP STATION SW-08, IN AN AMOUNT NOT TO EXCEED \$2,692,731.60.

WHEREAS, the Department of Public Utilities ("Department") owns, operates, and maintains over 85 sanitary sewer lift stations and 10 stormwater pump stations; and

WHEREAS, the Department applied for and was awarded federal grant funding from the Federal Emergency Management Agency ("FEMA") through the Hazard Mitigation Grant Program ("HMGP") for installation of generators at Sanitary Sewer Lift Stations No. E-01, E-03, E-06, W-14, W-15 and stormwater Pump Station SW-08; and

WHEREAS, on October 7, 2020, pursuant to Resolution No. R-2020-253, the City Commission approved and authorized the execution of Consultant Services Agreements with Craven Thompson & Associates, Inc. ("CTA") and Kimley-Horn and Associates ("KHA") to provide design and construction administration services for the project; and

WHEREAS, CTA and KHA completed the design of backup electrical power generators for Sanitary Sewer Lift Stations E-1, W-14, W-15, E-03, E-06 and stormwater Pump Station SW-08; and

WHEREAS, on March 9, 2022, a Notice of Bid Availability for Bid No F-4707-22-OT, Installation of Electrical Power Generators at Lift Station W-15, W-14, E-06, E-03, E-01 & Stormwater Pump Station SW-08 was electronically advertised on Bidsync.com in accordance with Section 38.43 of the City's Procurement Code; and

WHEREAS, on May 1, 2022, four bid proposals were received and opened for Bid No F-4707-22-OT, with the below results:

<u>Bidder</u>	<u>Bid Total</u>
1. Zabatt Engine Services, Inc.	\$2,692,731.60
2. Solares Electrical Services, Inc.	\$3,469,772.29
3. Eau Gallie Electric, Inc.	\$3,691,725.00
4. Persons Services Corp.	\$3,817,548.00

; and

WHEREAS, CTA, KHA, and the Department and Office of Procurement Services staff reviewed and evaluated the submitted bids in accordance with Section 38.43(F) of the City's Procurement Code, and after the evaluation, Zabatt Engine Services, Inc. was determined to be the lowest responsive and responsible bidder and best value for the City; and

WHEREAS, on July 11, 2022, a Notice of Intent to Award was posted on the City's website and on BidSync.com, and resulted in no bid protests; and

WHEREAS, the Interim Director of Public Utilities and the Chief Procurement Officer recommend that the City Commission approve and authorize the appropriate City officials to execute the attached contract with Zabatt Engine Services, Inc. in the amount of \$2,692,731.60 for the installation of Electrical Power Generators at Sanitary Sewer Lift Stations No. E-01, E-03, E-06, W-14, W-15 and Stormwater Pump Station SW-08; and

WHEREAS, funding for the project was included in the amended FY 2023 Capital Improvement plan and is available in account numbers 442.409801.53600.564530.001231.000.000, 442.409901.53600.564530.001232.000.000, 443.419901.53800.552240.001492.000.000; and

WHEREAS, additional funding for this project in the amount of \$290,806.76 was requested and approved by FEMA; and

WHEREAS, the estimated time to complete the project will be 14 months from the Notice to Proceed date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached contract with Zabatt Engine Services, Inc., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

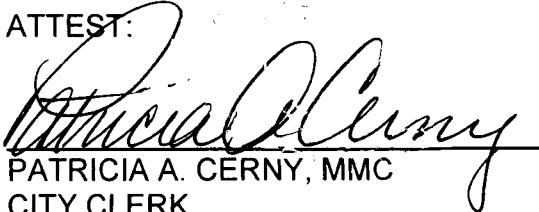
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A CONTRACT WITH ZABATT ENGINE SERVICES, INC. FOR CONSTRUCTION SERVICES RELATED TO THE INSTALLATION OF ELECTRICAL POWER GENERATORS AT SANITARY SEWER LIFT STATIONS NO. E-01, E-03, E-06, W-14, W-15 AND STORMWATER PUMP STATION SW-08, IN AN AMOUNT NOT TO EXCEED \$2,692,731.60.

PASSED AND ADOPTED this 2 day of November, 2022.



JOSH LEVY, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida, only.



DOUGLAS R. GONZALES
CITY ATTORNEY

SECTION 00500

CONTRACT

THIS AGREEMENT, made and entered into, this 1 day of February, A.D., 2023, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and Zabatt Engine Services, Inc.

,party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein- after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

**BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 &
SW-08
BID NUMBER: F-4707-22-OT**

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **Two Million Six Hundred Ninety-Two Thousand Seven Hundred Thirty-One 60/100** Dollars

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

- (a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 218.735 and 255.078, Florida Statutes, as applicable.
- (b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after

all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

- | | |
|--------------------------------------|--------------------------------------|
| 1. Notice to Bidders | 9. Contract |
| 2. Instruction to Bidders | 10. Performance Bond |
| 3. Proposal | 11. Payment Bond |
| 4. Proposal Bid Form | 12. General Conditions |
| 5. Bid Bond | 13. Supplementary General Conditions |
| 6. Information Required from Bidders | 14. Addenda |
| 7. Local Preference | 15. Specifications |
| 8. Trench Safety Form | 16. Drawings |

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the

United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

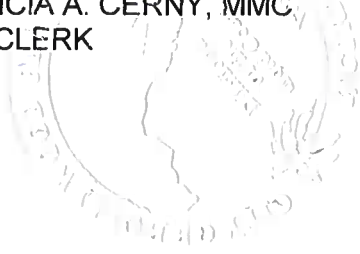
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

By: _____ (SEAL)
JOSH LEVY, MAYOR

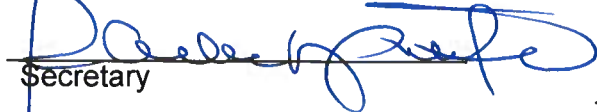
7.5
[Handwritten signature]

ATTEST:
[Handwritten signature]
PATRICIA A. CERNY, MMC
CITY CLERK



WHEN THE CONTRACTOR IS A CORPORATION:

Attest:



Secretary

Zabatt Engine Services, Inc.
(Correct Name of Corporation)

BY:  (SEAL)
Resident

APPROVED AS TO FORM AND LEGALITY APPROVED AS TO FINANCE:
for the use and reliance of the
City of Hollywood, Florida only:

By 
DOUGLAS R. GONZALES *af*
City Attorney

By 
DAVID E. KELLER
Financial Services Department Director



CERTIFICATE

**STATE OF FLORIDA)
COUNTY OF BROWARD)**

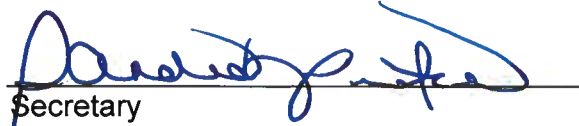
I HEREBY CERTIFY that a meeting of the Board of Directors of Zabatt Engine Services, Inc., a corporation under the laws of the State of Florida, was held on November 4th, 2022, and the following resolution was duly passed and adopted:

J. Michael Sabatier

"RESOLVED, that _____ as _____ President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 10th day of January, 2023.


Secretary

- END OF SECTION -

BOND DEPARTMENT

**PUBLIC WORKS BOND
IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)**

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05 (2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No. 107567513 - Payment and Performance Bonds
Contractor Name Zabatt Engine Services, Inc.
Contractor Address 4612 Highway Avenue, Jacksonville, Florida 32254
Contractor Phone No. 904-421-9822
Surety Company Travelers Casualty & Surety Company of America
Surety Address One Tower Square, Hartford, CT 06183-0001
Surety Phone No. 866-336-2077
Owner Name City of Hollywood, Florida
Owner Address 2600 Hollywood Boulevard, Hollywood, Florida 33020
Owner Phone Number 954-967-4357

Obligee Name
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address

Obligee Phone No.

Contract No. (If Applicable)

Project Name BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08; BID NUMBER: F-4707-22-OT

Project Location

Legal Description and Street Address

Description of Work

BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08; BID NUMBER: F-4707-22-OT

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that May be preprinted thereon.

SECTION 00610

Bond #107567513

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Zabatt Engine Services, Inc. 4612 Highway Avenue, Jacksonville, FL 32254

Name Zabatt Engine Services, Inc. Address 4612 Highway Avenue, Jacksonville, FL 32254 Tel. No. 904-421-9822
as Principal, and Travelers Casualty and Surety Company of America

Name Travelers Casualty and Surety Company of America Address One Tower Square, 8MS, Hartford, CT 06183-0064 Tel. No. 800-328-2189

as Surety, are held and firmly bound unto the City of Hollywood in the sum of Two Million Six Hundred Ninety-Two Thousand Seven Hundred Thirty-One 60/100 Dollars (\$ 2,692,731.60), for the

payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the _____ day of _____, 20_____ entered into between the Principal and the City of

Hollywood, Florida, for the installation of **BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08**

A copy of said Contract, No. F-4707-22-OT, is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Notice to Bidders, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Approved Bid Bond, Trench Safety Form, Information Required from Bidders, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

City of Hollywood Project No. 20-8532
CTA Project No. 20-0065-001-01

00610-1

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

(Witness)

(Signature of Individual)

(Address)

(Printed Name of Individual)

(Witness)

(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Firm)

(Address)

By: _____ (Seal)
(Signature of Individual)

(Witness)

Address

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

(Witness)

(Name of Partnership)

(Address)

By: _____ (Seal)
(Partner)


(Witness)

(Printed Name of Partner)


Address

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:


(Secretary)

Zabatt Engine Services, Inc.
(Name of Corporation)

By:  (Seal)
(Affix Corporate Seal)

J. Michael Sabatier
(Printed Name)

President
(Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Sandra M. Sabatier, certify that I am the Secretary of the corporation named as Principal in the within bond; that J. Michael Sabatier, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

 (SEAL)
Secretary

TO BE EXECUTED BY CORPORATE SURETY

Attest:

Kurt D. Thoresen
(Secretary) Attorney-In-Fact
Kurt D. Thoresen

Travelers Casualty and Surety Company of America

(Corporate Surety)

One Tower Square, 8MS, Hartford, CT 06183-0001

(Business Address)

By: Kimberly L. Bass

(Affix Corporate Seal)

Kimberly L. Bass

(Attorney-In-Fact)

Gallagher

(Name of Local Agency)

501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

(Business Address)



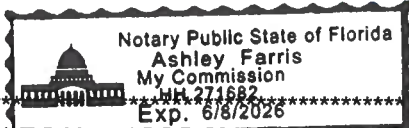
STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Kimberly Bass to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the Contractor and that he has been authorized by Travelers Casualty and Surety Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 10th day of January, 2023.

Ashley Farris

Notary Public, State of Florida
My Commission Expires:



APPROVED AS TO FORM AND LEGAL SUFFICIENCY AND APPROVED AS TO FINANCE:

for the use and reliance of the City of Hollywood, Florida only:

By Douglas R. Gonzales City Attorney

By David E. Keller Financial Services Department Director

7-13-2023

- END OF SECTION -

00610-5



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

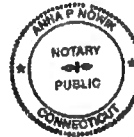
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January**, **2023**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

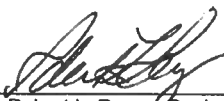
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kurt D. Thoresen** of **JACKSONVILLE, Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **January**, 2023 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

BOND DEPARTMENT

PUBLIC WORKS BOND

IN COMPLIANCE WITH FLORIDA STATUTES 255.05 (1) (a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05 (2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No. 107567513 - Payment and Performance Bonds

Contractor Name Zabatt Engine Services, Inc.

Contractor Address 4612 Highway Avenue, Jacksonville, Florida 32254

Contractor Phone No. 904-421-9822

Surety Company Travelers Casualty & Surety Company of America

Surety Address One Tower Square, Hartford, CT 06183-0001

Surety Phone No. 866-336-2077

Owner Name City of Hollywood, Florida

Owner Address 2600 Hollywood Boulevard, Hollywood, Florida 33020

Owner Phone Number 954-967-4357

Obligee Name
(If contracting entity is different from the owner, the contracting public entity)

Obligee Address

Obligee Phone No.

Contract No. (If Applicable)

Project Name BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08; BID NUMBER: F-4707-22-OT

Project Location

Legal Description and Street Address

Description of Work
BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08; BID NUMBER: F-4707-22-OT

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that May be preprinted thereon.

SECTION 00620
PAYMENT BOND

Bond #107567513

KNOW ALL MEN BY THESE PRESENTS:

That we, Zabatt Engine Services, Inc. 4612 Highway Avenue, Jacksonville, FL 32254
Name Address Tel. No.

As Principal and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183-0001
Name Address Tel. No.

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of Two Million Six Hundred Ninety-Two Thousand Seven Hundred Thirty-One 60/100 -----

----- Dollars (\$ 2,692,731.60) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the _____ day of _____, 20____, entered into between the Principal and the City of Hollywood, Florida for the installation of the **BACKUP ELECTRIC POWER GENERATOR AT LIFT STATION NO. E-01, E-03, E-06, W-14, W-15 & SW-08**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 9th day of January, 2023

PRINCIPAL:

ATTEST:
Kimberly Bass
[Signature]

[Signature]
(Signature)
Secretary
(Title)

(SEAL)

SURETY:

Travelers Casualty and Surety Company of America
(Surety)



ATTEST:
Carla Byers
Carla Byers (Jan 9, 2023 16:13 EST)

Kimberly L. Bass
(Signature)

Mary Schneider
Mary Schneider (Jan 9, 2023 16:14 EST)
Mary Schneider

Kimberly L. Bass
(Attorney-in-Fact)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

By [Signature]
Douglas R. Gonzales
City Attorney

By [Signature]
David E. Keller
Financial Services Department Director

- END OF SECTION -

[Handwritten initials]

00620-2



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kimberly L Bass** of **JACKSONVILLE Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

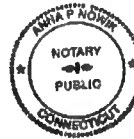
City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

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FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

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Dated this **9th** day of **January**, 2023 .



Kevin E. Hughes, Assistant Secretary

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