

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2007	2008	2009	2010	2011
Capital Expenditures	\$247,880	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$247,880	0	0	0	0

Additional FTE Positions (Cumulative) — — — —

Is Item Included in Current Budget? Yes X No

Budget Account No: 0001-580-5224 —4611

Reporting Category _____

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

Construction	\$225,067
Staff Costs	\$2,925
Contingency	<u>\$19,388</u>
Total	\$247,880

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 2-14-07
 OFMB 2/14/07
 MS CN 2/14/07 2/13/11

[Signature] 2/22/07
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 2/23/07
 Assistant County Attorney
 Corrected Bonds need to be Rec'd to comply w/ F.S. 257.07

2/16/07
 This Contract complies with our contract review requirements.
 At the time of CDC's review, FDO was in the process of obtaining Corrected Bonds.

C. Other Department Review:

 Department Director

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

CONTRACT

THIS CONTRACT, made and entered into _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Musco Sports Lighting, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Glades Pioneer Park - Sport Lighting

#06841

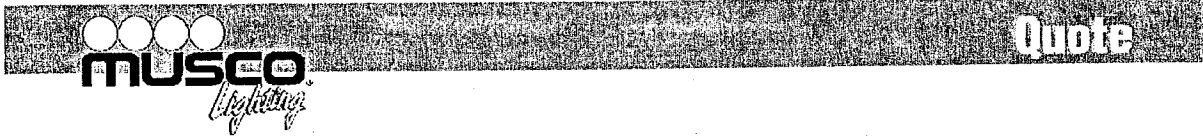
in accordance with the Contractor's Agreement with The City of Jacksonville dated 06/14/2006 and numbered SC-0511-06, the terms of which are hereby incorporated by reference and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to The City of Jacksonville shall be construed as references to Palm Beach County.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Two Hundred Twenty Five Thousand Sixty Seven Dollars and Zero Cents (\$225,067.00). The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 30 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

1/4/02

Contract - 1

ATTACHMENT # 2



Glades Pioneer Park Fields 1 & 2
Juno Beach, FL
Date: 1/24/07
To: Jim Rohweller
Pricing per City of Jacksonville Bid SC-0511-06

Equipment Description

Sportscluster Green™ System delivered to your site

- Factory aimed and assembled pole top luminaire assemblies
- 1500-watt metal halide fixtures
- UL Listed remote electrical component enclosures
- Mounting hardware for the pole top units and electrical component enclosures
- Pole wire harnesses
- Disconnects

Also includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials on Musco manufactured product.
- Guaranteed constant light level of 50/30 fc for 25 years, +/- 10% per IESNA RP-06-01
- 2 group re-lamps at the end of the lamps' rated life, 5000 hours
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for existing electrical

Field Description	Quantity	Pricing Per Jacksonville SCG Price	Extended Price
Baseball Fields – Field #1 & #2 Fixture Replacement (Sec. II, Item A) Installation of fixtures on existing poles price/pole	62	\$2,600.00	\$161,200.00
Controls & Monitoring	1	\$72,000.00	\$72,000.00
Site Survey	1	\$6,500.00	\$6,500.00
Bonding	2.3	\$2,500.00	\$2,500.00
Deduct/Adders:			
Freight variables, differences in field sizes Building code, and design parameters			(20,698.00)
Total			\$225,067.00

Poles, sales tax are **not** included as part of this quote.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

gladesparkquoterupdated2

Page 1 of 3

ATTACHMENT # 3

Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms

Payment of 25% of the contract price is required with order. The contract balance is due

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will attempt to coordinate shipment so that delivery corresponds with the customer's payment schedule. It will be the responsibility of the wholesaler to ensure that Musco is aware of this delivery timeframe. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Scope of Work Glades Pioneer Park Fields 1 and 2 , Project # 124310 Belle Glade, Fl

Owner Responsibilities:

- ◆ Total access to the site and pole locations for construction. Must be able to move from location to location on standard rubber tires – no towing required.
- ◆ Survey in pole locations.
- ◆ Removal of any trees, limbs, etc. for total access to pole locations.
- ◆ Removal and replacing of all fencing as necessary.
- ◆ Repair and replacement of any field turf, asphalt, and /or concrete damage.
- ◆ Locate existing underground utilities including irrigation systems.
- ◆ Pay for all permitting costs.
- ◆ Extra costs associated with foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.). Standard soils are defined as Class 5 soils in Table 1804.2 in the 2004 edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
- ◆ Provide primary transformer to within 150' of site.
- ◆ Provide a source of water (I.E. Fire Hydrant or 1" water line).

Musco Responsibilities:

- ◆ Provide required Musco Sports Cluster Green equipment.
- ◆ Provide layout of pole locations and aiming diagram.
- ◆ Provide light test upon owner supplied electrical system.
- ◆ Provide Project Management assistance as needed.
- ◆ Provide bonding per the state of Florida requirements.
- ◆ Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.

Musco Subcontractor Responsibilities:

- ◆ Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- ◆ Provide storage containers for material as necessary.
- ◆ Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- ◆ Secure required permits, owner to pay cost of permits.
- ◆ Confirm the existing underground utilities and irrigation systems have been located and are clearly marked so as to avoid damage from construction equipment. Repair any such damage during construction.
- ◆ Remove and dispose of existing lighting fixtures and electrical enclosures on (16) poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- ◆ Leave the existing grounding wires and power feed in place for reattachment to the new SCG product.
- ◆ Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture crossarms.

- ◆ Provide equipment and materials to remove spoils from jobsite.
- ◆ Install Musco electrical enclosures and fixtures on existing poles and terminate power feed. Power feed may need reworked to adapt to the new Musco lighting equipment.
- ◆ Provide materials and equipment to wire and terminate ballast to (64) SCG Fixtures.
- ◆ Provide equipment and materials to install the new LCC and terminate all necessary wiring.
- ◆ Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - ◆ Check all Zones to make sure they work in both auto and manual mode.
 - ◆ 1 hour comprehensive burn of all lights on each zone.
 - ◆ Set base line for the DAS (Diagnostic Acquisition System)
- ◆ Keep all heavy equipment off of playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- ◆ Provide startup and aiming as required to provide complete and operating sports lighting system.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Existing poles are the responsibility of the owner. Musco assumes no responsibility for the existing poles or their structural integrity.
- Musco assumes that all existing electrical meets current NEC/Local Codes
- Confirmation of pole locations and voltage and phase prior to production

Thank you for considering Musco for your sports-lighting needs. Please contact me with any questions.

Karl Severance
Sales Representative
Musco Sports Lighting, LLC
Phone: 954-727-8444
E-mail: karl.severance@musco.com
Fax: 954-727-8445

Or

Theresa Sizemore
Sales Coordinator
Musco Sports Lighting, LLC
Phone: 800-754-6025
E-mail: Theresa.sizemore@musco.com
Fax: 800-374-6402

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: December 02, 2006 REQUESTED BY: Jim Rohweller PHONE:233-2050

PROJECT TITLE: Glades Pioneer Park - Sport Lighting PROJECT NO.: 06841

ORIGINAL CONTRACT/ANNUAL AMOUNT: BCC RESOLUTION#: DATE:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Musco Lighting

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Supply & install new sports field lighting (Ballfields 1&2)

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT? IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

Table with 2 columns: Item Name and Amount. Rows include CONSTRUCTION (\$225,067.00), ARCHITECTURE/ENGINEER, *STAFF COSTS (2,925.00), EQUIPMENT/OTHER (2% Bond Waiver Fee), CONTINGENCY (10%), and TOTAL (\$247,879.60).

*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

- AD VALOREM (checked) OTHER
FEDERAL / DAVIS BACON

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: See BAS attached DATE: 1/31/07

ENCUMBRANCE NUMBER:

ATTACHMENT # 4

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: December 02, 2006

REQUESTED BY: *Jim Robweller* PHONE: 233-2050

PROJECT TITLE: Glades Pioneer Park - Sport Lighting

PROJECT NO.: 06841

ORIGINAL CONTRACT/ANNUAL AMOUNT:

BCC RESOLUTION#:

DATE:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: Musco Lighting

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Supply & install new sports field lighting (Ballfields 1&2)

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	<u>\$222,686.00</u>	<i>205,067</i>
ARCHITECTURE/ENGINEER	<u> </u>	
*STAFF COSTS	<u>2,925.00</u>	
EQUIPMENT/OTHER	<u> </u>	(2% Bond Waiver Fee)
CONTINGENCY	<u>22,268.60</u>	(10 %)
TOTAL	<u>\$247,879.60</u>	

*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE
(CHECK ALL THAT APPLY)

AD VALOREM OTHER
 FEDERAL / DAVIS BACON

0001 - 580 - 5224 - 92 - 4611 dugg

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY:

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: *[Signature]* DATE: *12/8/06*

ENCUMBRANCE NUMBER: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 01/24/07
PRODUCER 1-800-247-7756 Holmes Murphy & Assoc - WDM P.O. Box 9207 Des Moines, IA 50306-9207	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Musco Sports Lighting, LLC Attn: Karyl Thomas P O Box 808 Oskaloosa IA 52577	INSURER A: St. Paul Fire & Marine Insurance Company A XV INSURER B: Employers Mutual Casualty Co. A- X INSURER C: Employers Mutual Casualty Co. A- X INSURER D: INSURER E:	

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

INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	2D5362507	07/01/06	07/01/07	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	2E5362507	07/01/06	07/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	2T5362507	07/01/06	07/01/07	BODILY INJURY (Per person) \$
C	ALL OWNED AUTOS	2N5362507	07/01/06	07/01/07	BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
					AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$ 1,000,000
A	EXCESS LIABILITY	QK055001137	07/01/06	07/01/07	\$
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2M5362507	07/01/06	07/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
B		2S5362507	07/01/06	07/01/07	E.L. EACH ACCIDENT \$ 500,000
B		2Z5362507	07/01/06	07/01/07	E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
B	OTHER Leased/Rented Equipment	2C536250	07/01/06	07/01/07	Limit 300,000 Deductible 2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Glades Pioneer Park Fields 1 and 2, No. 124310
 Palm Beach County is additional insured with respect to general liability.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County 2700 6th Avenue South Lake Worth, FL 33461 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pauline Guisina</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond Number 104800091

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Musco Sports Lighting LLC
2107 Stewart Road
Muscatine, IA 52761

SURETY

Travelers Casualty and Surety Company of America
445 South Moorland Road
Brookfield, WI 53005

OWNER (Name and Address):

Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461

CONSTRUCTION CONTRACT

Date: January 19, 2007
Amount: \$222,686.00
Description (Name and Location): Glades Pioneer Park - Sports Lighting #06841
Park Fields 1 & 2 - Project #124310

BOND

Date (Not earlier than Construction Contract Date): January 25, 2007
Amount: \$222,686.00

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting LLC (Corporate Seal)

Signature:
Name and Title:

[Handwritten signature]

SURETY

Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: Diane M. Vanderpool
Name and Title: Diane M. Vanderpool, Attorney-in-Fact

[Handwritten signature]

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Reynolds and Reynolds, Inc.
300 Walnut, Suite 200
Des Moines, IA 50309

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

ATTACHMENT #5

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART HEREOF

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond 104800091

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Musco Sports Lighting, LLC
2107 Stewart Road
Muscatine, IA 52761

SURETY

Travelers Casualty and Surety Company of America
445 South Moorland Road
Brookfield, WI 53005

OWNER (Name and Address):

Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461

CONSTRUCTION CONTRACT

Date: January 19, 2007

Amount: \$222,686.00

Description (Name and Location): Glades Pioneer Park - Sport Lighting #06841
Park Fields 1 & 2 - Project : 124310

BOND

Date (Not earlier than Construction Contract Date): January 25, 2007

Amount: \$222,686.00

Modifications to this Bond:

None

See Page 6

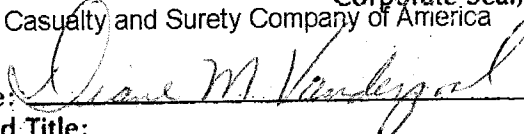
CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting, LLC (Corporate Seal)

Signature: 
Name and Title:

SURETY

Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: 
Name and Title:
Diane M. Vanderpool, Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
Reynolds & Reynolds, Inc.
300 Walnut, Suite 200
Des Moines, IA 50309

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Phone: 515-243-1724

AIA DOCUMENT A312 • PERFORMANCE BOND AND PAYMENT BOND • DECEMBER 1984 ED. • AIA ©
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
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1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3; or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

SEE LIMITED MAINTENANCE PROVISION RIDER ATTACHED HERETO AND MADE A PART OF HEREOF

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Limited Maintenance Provision

Rider

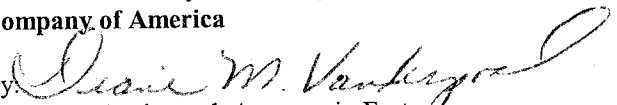
To be attached to and form part of bond no. 104800091 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting, LLC in the amount of Two Hundred Twenty-Two Thousand Six Hundred Eighty-Six and No/100's (\$222,686.00) and dated January 25th, 2007, in favor of Palm Beach County for Glades Pioneer Park – Sports Lighting #06841 – Park Fields 1 & 2 – Project #124310

Principal shall guarantee that the work will be free of defective materials and workmanship for a period of **Twelve (12)** months following completion of the contract. Any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Musco Sports Lighting , LLC

By: 

**Travelers Casualty and Surety
Company of America**

By: 
Diane M. Vanderpool, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218163

Certificate No. 001380904

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dean M. Clark, Diane M. Vanderpool, Judy L. Gearhart, Sandra K. Bell, Rhonda S. Siberz, Stanley J. Reynolds, and John F. Pray, Jr. (Jack)

of the City of Des Moines, State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of January, 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of January, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public