

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

34-6

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

Consent       Regular  
 Ordinance       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A contract with Musco Sports Lighting LLC., in the amount of \$226,168 to furnish and install new outdoor lighting for one soccer field at the Canyon Town Center on Lyons Road.

**Summary:** The work consists of furnishing and installing energy efficient light fixtures on four (4) new concrete poles, including all new electrical wiring and electrical disconnect switches. This procurement is "piggybacking" on the existing annual contract between the City of Jacksonville (SC-0511-06) and Musco Sports Lighting. The existing City of Jacksonville contract only has a Small Business Enterprise (SBE) participation encouragement requirement. There is 0% SBE participation in this contract. A Performance Bond is included in the contract. These improvements are included in Parks Department's budget for upgrades and are funded through the \$25M GO 99A & \$25M GO 03 Bond Funds. (FD&O Admin) District 5 (JM)

**Background and Justification:** Parks Department has decided to add lights to a new soccer field recently completed at the Canyon Town Center development. This contract will provide the new lighting necessary using new energy efficient system with a 10 year maintenance warranty. These improvements are included in Parks' budget for upgrades and are funded through Bonds.

Attachments:

1. Location Map
2. Contract
3. Budget Availability Statement

Recommended by:

Anthony Wolf  
Department Director

6/16/09  
Date

Approved by:

[Signature]  
County Administrator

7/6/09  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Year	2009	2010	2011	2012	2013
Capital Expenditures	\$259,168.00	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
<b>NET FISCAL IMPACT</b>	<b>\$259,168.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Additional FTE Positions (Cumulative) — — — —

Is Item Included in Current Budget? Yes X No     

Budget Account No: 3000-581-P581-6506 (\$173,446.00) (Bond)  
 3019-581-P581-6506 (\$85,722.00) (Bond)

Construction Staff Costs Contingency Total  
 \$ 226,168  
 11,000  
 22,000  
\$ 259,168

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


FUNDS: \$25M GO 99A, Recreation & Cultural (Fund 3000)  
 \$25M GO 03, Parks & Cultural Facilities (Fund 3019)  
 UNIT: West Delray/Boynton District Park


lotb – Infrastructure	3000-581- <del>P581</del> -6506	\$173,446.00
lotb – Infrastructure	3019-581- <del>P581</del> -6506	\$85,722.00
	<b>Total</b>	<b>\$259,168.00</b>

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

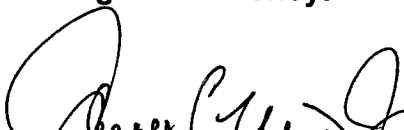
**III. REVIEW COMMENTS**

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

  
 OFMB       
 6/24/09 6/23/09 6/23/09 6/19/09

  
 Contract Dev. and Control  
 6/30/09

**A. Legal Sufficiency:**

  
 Assistant County Attorney 7/6/09

This Contract complies with our contract review requirements.

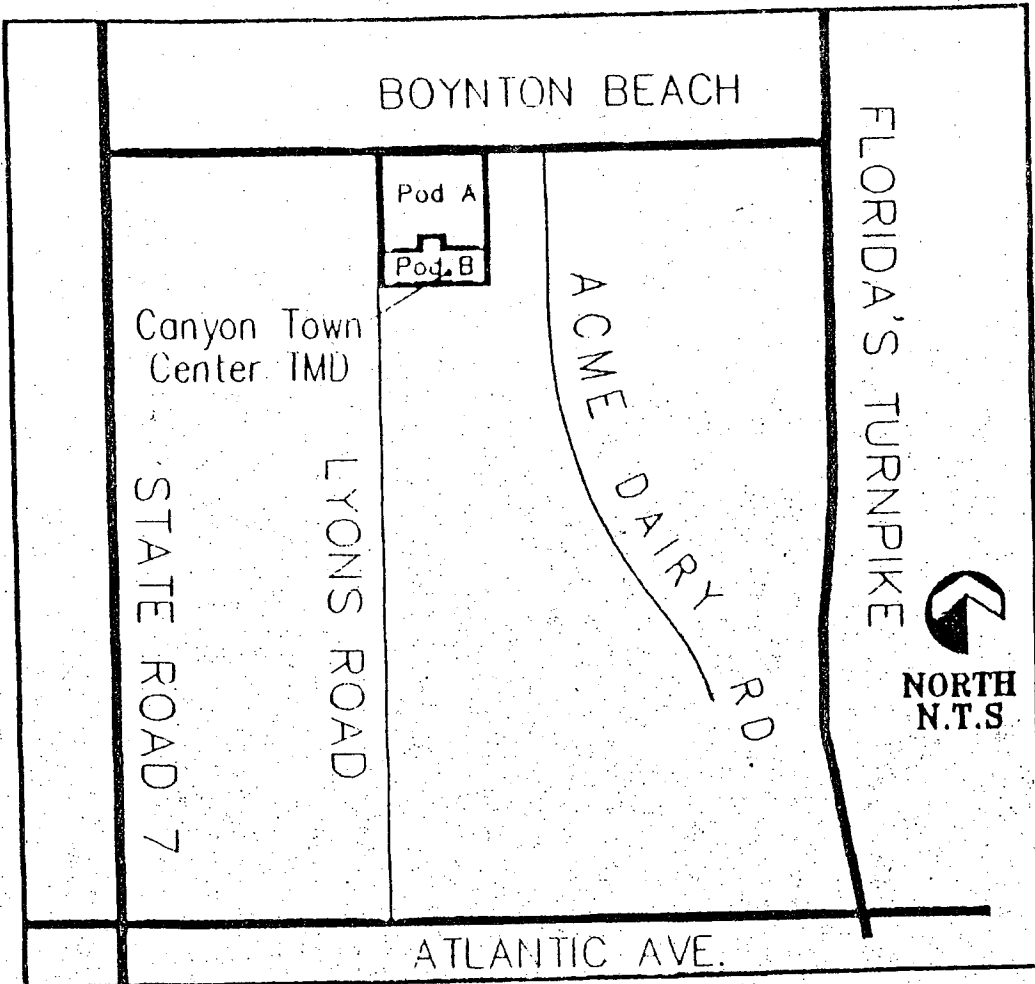
CDC did not have the opportunity to review the City of Jacksonville contract that we are piggybacking off.

**A. Other Department Review:**

  
 Department Director

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

# DEVELOPMENT AREA LOCATION MAP



**ATTACHMENT # /**

## 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:

Canyon Town Center – Sports Lighting

#09552

in accordance with the Contractor's Agreement with City of Jacksonville Fl. dated June 1, 2008  
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 Contract SC-0511-06 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 Six Thousand, One Hundred Sixty Eight Dollars and Zero  
Cents (\$226,168.00). 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 One Hundred Eighty (180) calendar days.  
The date fixing the beginning of this period upon the calendar shall be established and stated in  
the Notice to Proceed.

Contract - 1

**ATTACHMENT # 2**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:

Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

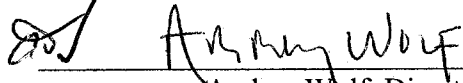
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
John F. Koons, Chairman

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

PALM BEACH COUNTY, FLORIDA, a  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

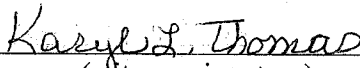
  
\_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations

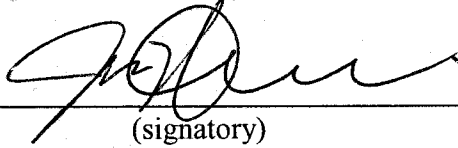
\_\_\_\_\_  
Assistant County Attorney

"CONTRACTOR"

By: Musco Sports Lighting, LLC.  
(Corporate Name)

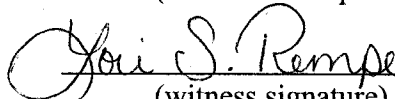
An: Iowa Limited Liability Corporation  
(insert state of corporation)

  
\_\_\_\_\_  
(witness signature)

By:   
\_\_\_\_\_  
(signatory)

Karyl L. Thomas  
(witness name printed)

James M. Hansen  
(print signatory's name)

  
\_\_\_\_\_  
(witness signature)

It's Secretary  
(print title)

Lori Rempe  
(witness name printed)

May 19, 2009  
(date of execution)

(Corporate Seal) None



**Canyon Town Center Soccer Field  
West Palm Beach, FL  
Date: March 17, 2009  
Pricing per City of Jacksonville Bid SC-0511-06**

**Quotation Price-**

Musco's Light Structure Green™ as described below and delivered to the job site \$226,168.00

**Equipment Description**

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases
- Galvanized steel poles
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaires

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
- Guaranteed constant light level of 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 480 volt and 3 phase

Field Description	Quantity	Pricing Per Jacksonville LSG FBC 140 exposure C	Extended Price
(Sect I) Soccer Field	1	\$108,491.00	\$108,491.00
(Sect II E) Spill and Glare	4	\$2,900.00	\$11,600.00
(Sect III A) Installation of poles	4	\$3,740.00	\$14,960.00
(Sect IV A) 200 Amp Service	1	\$9,600.00	\$9,600.00
(Sect IV B 1a) Wiring from panel to Contactors	4	\$75.00	\$300.00
(Sect IV B 2a) Wiring from Contactors to Poles	2,048	\$29.00	\$59,392.00
(Sect IV B 3a) Pull Box 38T	4	\$400.00	\$1,600.00
(Sect IV B 3b) Connect Pull boxes	4	\$95.00	\$380.00
(Sect V A 3) Electrical Engineering	1	\$5,000.00	\$5,000.00
(Sect V B 2) Structural Engineering	1	\$1,000.00	\$1,000.00
(Sect V F) Project Management	1	\$5,000.00	\$5,000.00
(Sect II F) Freight	1	\$733.00	\$733.00
(Sec IV C2) Surge Arrestor	1	\$7,500.00	\$7,500.00
(Sec V D) Bonding	1	\$3,100.00	\$3,100.00
Deducts: Design Parameters			-\$2,488.00
<b>Total</b>			<b>\$226,168.00</b>

Sales tax is not included as part of this quote.

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

## **Payment Terms**

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Net 30 days from invoice date

**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.**

## **Notes**

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Quote is based on:

- Shipment of entire project together to one location
- Field size of 360X200 for soccer field
- Structural code and wind speed = 2004 FBC, 140 MPH exposure C 06 Sup-HVHZ.
- Confirmation of pole locations prior to production
- Installation per the following scope of work

### **Canyon Town Center Soccer Field West Palm Beach, FL**

#### **Owner Responsibilities:**

1. 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.
2. Survey in pole locations and aiming points (one per field) for sighting in lighting cross-arms. Final grade elevations will also need marked if necessary.
3. Removal of any trees, limbs, shrubs, etc. for total access to pole locations.
4. Removal, replacement, and repair of all fencing necessary for construction.
5. Repair and replacement of any field turf, asphalt, curbs, and concrete damage.
6. Locate and mark existing irrigation systems prior to excavation.
7. Pay for all permitting costs as required.
8. 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.
9. Provide primary transformer to within 150 feet of site.
10. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation.

#### **Musco and Musco's subcontractor responsibilities:**

1. Provide required poles, fixtures, foundations, and associated designs.
  2. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida.
  3. Provide layout of pole locations and aiming diagram.
  4. Provide light test upon owner supplied electrical system.
  5. Provide Project Management assistance as needed.
-



6. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
7. Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
8. Provide storage containers for material as necessary.
9. Provide adequate trash container for cardboard waste and packing debris.
10. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
11. Obtain required permits, owner to pay cost of permits. Subcontractor to advise Musco of costs to subcontractor, if any, before proceeding with permitting.
12. Provide electrical design by Electrical Engineer. As-built drawings may also be required at project completion.
13. Provide materials and equipment to install new electrical service panels as required or necessary. This needs to be defined in the electrical design.
14. Provide materials and equipment to install all underground conduit, wiring, pull boxes, switchgear, etc. and terminate wiring as required per electrical design.
15. Make appropriate contact to ensure utility locates have been done prior to excavation and trenching. Repair any such damage to existing utilities during construction.
16. Provide materials and equipment to install (4) Light Structure System foundations as specified on Layout.
17. Provide and install ground rods (one per pole location) for lightning protection. Poles 70' and below require a #2 ground wire. Poles 80' and above require 2/0 ground wire. Ground rods to be 3/4"x10' or 5/8"x10' with a 10' embedment. Ground rods must be installed in soil, not in the concrete backfill.
18. Remove augured spoils to owner-designated location at jobsite.
19. Provide materials and equipment to assemble and install Light Structure Green™ fixtures and terminate all necessary wiring.
20. Provide equipment and materials to assemble and erect (4) 70' Light Structure System Poles.
21. Verify aiming points have been located and are correct before sighting in lighting cross-arms.
22. Provide equipment and materials to install the new Lighting Contactor Cabinet and terminate all necessary wiring.
23. Contractor will commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
  - a. Check all Zones to make sure they work in both auto and manual mode.
  - b. 1 hour comprehensive burn of all lights on each zone.
  - c. Set base line for the DAS (Data Acquisition System)
24. Keep all heavy equipment off of playing fields and surfaces when possible using due care to minimize damages.
25. Provide startup and aiming as required to provide complete and operating sports lighting system.

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

Jason Frucht  
Field Sales  
Musco Sports Lighting, LLC  
Phone: 954/727-8384  
E-mail: Jason.frucht@musco.com  
Fax: 952/727-8445

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/19/09

**PRODUCER**  
Holmes Murphy & Assoc - WDM  
PO Box 9207  
Des Moines, IA 50306-9207

1-800-247-7756

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: Employers Mutual Casualty Co. A- XII  
INSURER B: St. Paul Fire & Marine Insurance Company A XV  
INSURER C: Employers Mutual Casualty Co. A- XII  
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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	2D5362509	07/01/08	07/01/09	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED EXP (Any one person)	\$ 15,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2E5362509	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	QK05501368	07/01/08	07/01/09	EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	2S5362509	07/01/08	07/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
C		2Z5362509	07/01/08	07/01/09	E.L. EACH ACCIDENT	\$ 500,000
A		2P5362509	07/01/08	07/01/09	E.L. DISEASE - EA EMPLOYEE	\$ 500,000
A		2M5362509	07/01/08	07/01/09	E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	<b>OTHER</b> Leased/Rented Equipment	2C5362509	07/01/08	07/01/09	Limit	300,000
					Deductible	10,000

#### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Canyon Town Center Soccer Field, No. 139778  
Palm Beach County is additional insured on the general liability policy. A waiver of subrogation in favor of the additional insured applies to the workers' compensation policy.

#### 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

*Paula Luisinger*

ACORD 25-S (7/97) ssteinbachwdsm  
11955157

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## **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 105271927

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
100 1st Avenue, West
Oskaloosa, IA 52577

SURETY

Travelers Casualty and Surety Company of America
385 Washington Street
St. Paul, MN 55102

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: May 19, 2009
Amount: \$226,168.00
Description (Name and Location): Canyon Town Center Soccer Field

BOND

Date (Not earlier than Construction Contract Date): May 22, 2009
Amount: \$226,168.00

Modifications to this Bond: [ ] None [x] See Page 3

CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting, LLC (Corporate Seal)

Signature: [Handwritten Signature]
Name and Title: Douglas W. Yates, V.P.

SURETY

Travelers Casualty and Surety Company of America (Corporate Seal)

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

(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):

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



AIA Document A312

Bond 105271927

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
100 1st Avenue, West
Oskaloosa, IA 52577

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
385 Washington Street
St. Paul, MN 55102

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: May 19, 2009
Amount: \$226,168.00
Description (Name and Location): Canyon Town Center Soccer Field

BOND

Date (Not earlier than Construction Contract Date): May 22, 2009
Amount: \$226,168.00
Modifications to this Bond: None Yes See Page 6

CONTRACTOR AS PRINCIPAL

Company: Musco Sports Lighting, LLC (Corporate Seal)

Handwritten signature of Douglas W. Yates

Signature: Douglas W. Yates, V.P.

(Any additional signatures appear on page 6)

SURETY

Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Handwritten signature of Diane M. Vanderpool

Signature: Diane M. Vanderpool
Attorney-in-Fact

(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):

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:**

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

**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  
Company: (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. 105271927 issued by the **Travelers Casualty and Surety Company of America** on behalf of Musco Sports Lighting LLC in the amount Two Hundred Twenty-Six Thousand One Hundred Sixty-Eight and No/100ths ---- (\$226,168.00) and dated May 22, 2009 in favor of Palm Beach County for Canyon Town Center Soccer Field 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. 002663670

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

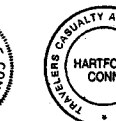
Dean M. Clark, Diane M. Vanderpool, Judy L. Gearhart, Sandra K. Bell, Rhonda S. Siberz, Stanley J. Reynolds, and John F. Pray, Jr. (Jack)

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: 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.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 05/11/09

*(Signature)*

REQUESTED BY: Pat D'Angelo

PHONE: 233-2051

PROJECT TITLE: Canyon Town Center - Sports Lighting  
PROJECT NO.: #09552

LOCATION: 8802 Boynton Beach Blvd., Boynton Beach

LOCATION DESCRIPTION: Canyon Town Center Soccer Field

BUILDING NUMBER: 1970

CONTRACTOR/CONSULTANT NAME: Musco Sports Lighting, LLC.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Provide all material, labor, permitting, drawings, engineering, fees and incidentals according to the City of Jacksonville contract per proposal submitted by Musco Sports Lighting, LLC.

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

CONSTRUCTION	<u>\$226,168.00</u>
ARCHITECTURE/ENGINEER	<u>NA</u>
*STAFF COSTS	<u>11,000.00</u>
EQUIPMENT/ OTHER	<u>NA</u>
CONTINGENCY	<u>22,000.00</u>
TOTAL	<u>\$259,168.00</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)

FUND:  
3000-581-P581-6506  
3019-581-P581-6506

AGENCY:  
173,446.00  
85,722.00  
259,168.00  
✓ OTHER

ORG:  
SUBOBJ:

AD VALOREM

FEDERAL

FUNDING SOURCE(S)	
<input checked="" type="checkbox"/> Bond	
<input type="checkbox"/> Impact Fees	
<input type="checkbox"/> Park Improvement Fund	
<input checked="" type="checkbox"/> DAVIS BACON	
<input type="checkbox"/> Ad Valorem	
<input type="checkbox"/> Other	

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY: Department Director (WO<\$50,000)

ANTICIPATED DATE OF APPROVAL:

*(Signature)*

BAS APPROVED BY: *(Signature)*

DATE:

ENCUMBRANCE NUMBER: \_\_\_\_\_

BAS APPROVAL	
<input checked="" type="checkbox"/> FULLY FUNDED WITHIN CURRENT BUDGET <i>(Signature)</i>	
<input type="checkbox"/> FULLY FUNDED PENDING BUDGET TRANSFER	

ATTACHMENT # 3