Agenda Item #3H-13

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: August 25, 2020	[X] Consent [] Workshop	[] Regular [] Public Hearing
Department: Facilities Development & Ope	erations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 20-012 to the annual sports field lighting installation contract with Davco Electrical Contractors Corp. (Davco) (R2019-1312) in the amount of \$261,000 for the Okeeheelee Park- Ski Course, Softball and Multipurpose Field (MPF) Lighting Replacement project for a period of 150 calendar days from permit issuance or until the project is complete.

Summary: The existing lighting fixtures at the parks and recreation facilities in Okeeheelee Park (West Palm Beach) are over 20 years old and require frequent repairs. The work consists of replacing over 175 existing, outdated halogen sports field light fixtures with high-efficiency light-emitting diode (LED) fixtures, along with associated electrical equipment and controls. The work includes new lighting fixtures at 4 softball fields, 4 multipurpose fields (MPF) and the water-ski course. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The annual contract was last presented to the Goal Setting Committee on March 4, 2020 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid. Davco is not a SBE. There is no SBE participation on this work order. To date, the overall SBE participation on the annual sports field lighting installation contract is 2.31%. Davco is a local business. Funding for this project is from the Infrastructure Sales Tax fund. (Capital Improvements Division) District 2 (LDC)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 16, 2020 and Davco submitted the lowest responsive and responsible bid.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 20-012
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract Sports Field Lighting 17217.1: Control Sheet

Recommended by:	Danu'l agal Allas of	T/27/20
	Department Director	Date
Approved by:	PCBaller	8/13/2020
	County Administrator	Date

7 8.	Tive Teal Summary of F	iscai Impaci.				
Fisca	al Years	2020	2021	2022	2023	2024
Oper Exte Prog	tal Expenditures rating Costs rnal Revenues ram Income (County) ind Match (County	\$304,883 				
# AI	FISCAL IMPACT DDITIONAL FTE ITIONS (Cumulative)	<u>\$304,883</u>	<u>-0-</u>	<u>-0-</u>	-0-	<u>-0-</u>
	em Included in Current Budg s this item include use of fed			Yes X	No No	<u>X</u>
Budg	et Account No: Fund 3950 Fund 3950 Recommended Sources o	Dept <u>581</u> Dept <u>581</u> f Funds/Sumn	Unit <u>T00</u>	6-05 Object 65 6-05 Object 65 al Impact:		
Fundi	ng for this project is from th	e local governn	nent One-Ce	nt Infrastructure	e Surtax fund.	
	CONSTRUCTION STAFF CONTINGENCY TOTAL	\$261,000.00 \$17,783.00 \$26,100.00 \$304,883.00				
C.	Departmental Fiscal Rev	<i>)</i>	EW COMM	ENTS		
A. OFMB Fiscal and/or Contract Development Comments:						
	Jun 7/3~1 OFMBPS(1) (25) 7/30			Development a	Wolff and Control	E171202
В.	Assistant County Atterney					
C.	Other Department Revie	ew:				
	Department Director					

Five Year Summary of Fiscal Impact:

A.

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

ATTACHMENT 1

LOCATION MAP

Project No: 19565

Project Name: Okeeheelee Park – Ski Course, softball & MPF Lighting

Replacement

Location: 7715 Forest Hill Blvd West Palm Beach



ATTACHMENT # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/20/20 REQUESTED BY: Stuart Patterson	PHONE: 233-0705
PROJECT TITLE: Okeeheelee Park - ski course, softball & MPF lighting replantation (Same as CIP or IST, if applicable)	acement
ORIGINAL CONTRACT AMOUNT: \$	IST PLANNING NO.: BCC RESOLUTION#: P_2019-1312
REQUESTED AMOUNT: \$261,000.00	DATE: 9/10/19
eFDO #: 2019-048001	
CSA or CHANGE ORDER NUMBER:	
LOCATION: 7715 Forest Hill Blvd., West Palm Beach	
BUILDING NUMBER: 1032	
DESCRIPTION OF WORK/SERVICE LOCATION: Okeeheelee Park	
PROJECT/ W.O . NUMBER: 19565	
CONSULTANT/CONTRACTOR: Davco Electrical Contractors, Inc.	(lighting)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES CONSULTANT/CONTRACTOR:	S TO BE PROVIDED BY THE
Furnish all labor, material, supervision, permits and supplies necessary as requirements detailed in JLRD, Inc. specifications and Musco Lighting submitts and 2 provided by Capital Improvements Division.	
CONSTRUCTION \$261,000.00 PROFESSIONAL SERVICES \$ NA STAFF COSTS* \$ 17,783.00 (1800be) EQUIP./SUPPLIES \$ NA CONTINGENCY \$ 26,100.00 TOTAL \$304,883.00	1.1006-05-6505-\$17,78300
* By signing this BAS your department agrees to these CID staff charges and your accound by FD&O. Unless there is a change in the scope of work, no additional staff charges which will be seen a count of \$250,000 or greater, staff charges will be billed as actual and reconciled at the Facilities Management or ESS staff your department will be billed actual hours worked to	nt will be charged upon receipt of this BAS 444 Ill be billed. If this BAS is for construction end of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and	d order in which (unds are to be used):
FUND: 3450 DEPT: 581 UNIT: 1006-05	OBJ: 6504 - \$287 100.0°
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and prov Ad Valorem (Amount \$) \ \textbf{\text{\text{\text{\text{Infrastructure Sales T}}}}	ax (Amount \$ 304, 583.09
☐ State (source/type:) ☐ Federal (source/type:)	T.
☐ Grant (source/type:Amount \$) ☐ Impact Fees: (Amount \$)	<u>mt\$)</u>
Department: Parks + Recreation	7 7 17-70
1 . 60	7-17-20 DATE 4/30/2020
BAS APPROVED BY: Office Challe	DATE 4/30/2020
ENCUMBRANCE NUMBER:	

WORK ORDER 20-012 TO CONTRACT FOR ANNUAL SPORTS FIELD LIGHTING INSTALLATION FOR

PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement PROJECT NO. 19565

THIS WORK ORDER is made as of			b	y and bety	ween
Palm Beach County, a political subdivision	of the State	of Florida,	hereinafter	referred 1	to as
"Owner", and Davco Electrical Contractors C	orp., a Florida	corporation	, hereinafte	r referred	to as
"Contractor".	_	_			

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated <u>9/10/2019</u> (R2019-1312) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

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

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- **2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Sports Field Lighting between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$261,000.00 for the construction costs of project requirements detailed in JLRD, Inc. specifications and Musco Lighting submittal as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- **3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **150** calendar days of permit issuance. Liquidated Damages are \$143/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- **4. APIs.** The APIs applicable to this Contract are attached hereto.
- **5. EBO Participation to Date.** To date Contractor has achieved <u>3.51%</u> SBE subcontracting participation on this Contract. Contractor will provide <u>0%</u> on this Work Order.
- **6.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2 APIs Bid Bond/Security Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

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

ATTEST:	PALM BEACH COUNTY BOARD,
ATTEST.	FLORIDA
SHARON R. BOCK, CLERK & COMPTROLLER	Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Dave Kerner, Mayor
APPROVED AS TO FORM	APPROVED AS TO TERMS
AND LEGAL SUFFICIENCY	AND CONDITIONS
By: County Attorney	By: Audrey Wolf, Director - FD&O
WITNESS: FOR CONTRACTOR SIGNATURE	CONTRACTOR:
SIGNATURE	and the second second
Juss Old Takes	The well angen
Signature	Signature
Russell White	Mark Komar
Name (type or print)	Name (type or print)
	Vice President
	Title
	(Corporate Seal)

BID FORM

PROJECT NUMBER: 19565

PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement

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

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) <u>Bid Security</u>. (If the bid is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED	AND SIGNED BY CONTRACTOR
1. TOTAL QUOTE/BID AMOUNT	<u>\$ 261,000.00</u>
Written amount Two Hundred Sixty-One Thousand	Dollars
2. Bidder commits to achieving the APIs applicable on its EBO Schedules 1 and 2.	to this solicitation as designated on Attachment A and as submitted
3. Is the Bidder a Palm Beach County certified S/M	/WBE? Yes No_XXX
following information is correct: In preparing its resubmitted from qualified, potential Subcontractors in the County's Commercial Nondiscrimination P discrimination in the solicitation, selection or commercial customer on the basis of race, color, n status, sexual orientation, gender identity or expreotherwise unlawful use of characteristics regarding owners; provided that nothing in this policy shall be the effects of discrimination that have occurred or a County. Without limiting the foregoing, "discrimin for reporting any incident of "discrimination." With and agreed that, if this certification is false, such fall bid submitted by the Bidder for this Solicitation, a part of its bid, the Bidder shall provide to the Counwhere there has been a final adjudicated determination the status or resolution of that complaint, including	The undersigned Bidder hereby certifies and agrees that the sponse to this Solicitation, the Bidder has considered all proposals and suppliers, and has not engaged in "discrimination" as defined folicy as set forth in Resolution 2017-1770 as amended, to with the object of the contractor of the contractor, vendor, supplier or ational origin, religion, ancestry, sex, age, marital status, familial ession, disability, or genetic information, or on the basis of any generous the vendor's, supplier's or commercial customer's employees or econstrued to prohibit or limit otherwise lawful efforts to remedy are occurring in the County's relevant marketplace of Palm Beach nation" also includes retaliating against any person or other entity that it is understood as ecrification will constitute grounds for the County to reject the and to terminate any contract awarded based on the response. As the contract and the contract awarded based on the response. As the provision in a legal or administrative proceeding in the State of Floridations, vendors, suppliers or commercial customers, and a description ing any remedial action taken. As a condition of submitting a bid in County's Commercial Nondiscrimination Policy as described in
QUOTE/BID PROVIDED BY: Davco Electri	cal Contractors Corp
	Contractor Name
April 13,2020	M/all Ineles
Date	Signature Mark Komar
	Vice President

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

Form Rev. 01/30/20 Bid Form - NonFederal

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Okeeheelee Park - Ski Course, Softball & MPF Lighting OLICITATION/PROJECT/BID NAME: Replacement					SOLICITATION/PROJECT/BID No.: 19565			
AME OF PRIME RESPONDENT/BIDDER: Davco Electrical Contractors Corp ONTACT PERSON:				ADDRESS: 4885 Park Ridge Blvd, Bo				
			_ PHONE I	NO.:		E-MAIL:	@davcoelectric.com	
ICITATION OPENING/SUBMITTAL DA	ΓE:			DEPART	MENT: Bid Submiss	ons Procurement &	Project Implementa	tion Group
EASE LIST THE DOLLAR AMOUN EASE ALSO LIST THE DOLLAR AN OJECT.	OUNT OR P	ERCENTAGE C	OF WORK TO	OMPLETED BY TO BE COMPLETE	D BY ALL SUBC	ONTRACTORS	/SUBCONSULT	THIS PROJEC ANTS ON THE
ame, Address and Phone Number	<u>Non-SBE</u>	M/WBE Minority/Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Davco Electrical Contractors Corp. 4885 Park Ridge Blvd. Boynton Beach, FL. 33426 561-732-3434	A STATE OF THE STA	Special Control of the Control of th	and the second s	The second secon	entre de la companya	er den det er en ferste forste ferste f Det er ferste	1 <u>00%</u>	
								-
				-		,		
ase use additional sheets if necessary)			Total				100%	
Bid Price \$261,000.00			Total SBE	- M/WBE Participation	None			
eby certify that the above information is accu	rate to the best of	my knowledge:		Toch E	I may		Vice Preside	ent
				Signature	Mark Komar			Title

Note:

- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate
- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT - SCHEDULE 2

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

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with SOLICITATION/PROJECT NUMBER: 19565 SOLICITATION/PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement Prime Contractor: Davco Electrical Contractors Corp Subcontractor: None (Check box(s) that apply) SBE | WBE | MBE | M/WBE | Non-S/M/WBE Date of Palm Beach County Certification (if applicable): None The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 2 Male 🛮 Female ☐ African-American/Black ☐ Asian American □ Supplier ☐ Hispanic American ☐ Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. **Unit Price** Quantity/ Contingencies/ Total Price/Percentage Item Description Item Units Allowances Okeeheelee Park-Ski Course, Softball & MPF Lighting Replacement \$261,000.00 1 The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: None If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: None None Name of 2nd/3rd tier Subcontractor/subconsultant Davco Electrical Contractors Corp Print Name of Subcontractor/subconsultant Print Name of Prime None Authorized Signature Authorized Signature Mark Komar None Print Name Print Name Vice President None Title Date: April 13,2020 Date: None

Revised 09/17/2019

ATTACHMENT "A"

(for IAQ Remediation, Overhead Doors, Painting Weatherproofing, HVAC, Plumbing, Sportslighting)

AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION PROCUREMENT ("API"s)

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

wide PPM CW-O-045 for further information on APIs.
□ <u>Waiver</u>
The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.
SBE Sheltered Market for Small Construction Contracts
When at least 3 SBEs are qualified under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multitrade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.
□ SBE Subcontracting Program
A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.
SBE Price Preference For Single Trade Construction
The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.
☐ M/WBE Subcontracting Goal*
☐ M/WBE Segmented Subcontracting Goals*

Form Rev. 03/02/20 Attachment A for IAQ Remediation, Overhead Doors, Painting and Weatherproofing, HVAC, Plumbing, Sportslighting

Native American, and □ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive. □ M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner. □ M/WBE Evaluation Preference for RFPs for Prime M/WBE firms (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the

*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:

contract value to a non-M/WBE firm.

Form Rev. 03/02/20 Attachment A for IAQ Remediation, Overhead Doors, Painting and Weatherproofing, HVAC, Plumbing, Sportslighting

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

PROJECT NUMBER: 19565

PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement

DATE: April 16, 2020

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we,	Davco Elect	rical Contractors Corp.
	_ (hereinafte	r called "Principal"), and
Arch Insurance Company	_ (hereinafte	r called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision	in the State of	f Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in	the sum of	Five Percent of Amount Bid
Dollars,(\$	5%), (which sum
is at least 5% of the bid price), lawful money of the U	nited States	of America, for the payment of which
sum will and truly to be made, we bind ourselves, our hei and severally, firmly be these presents;	rs, executors,	administrators and successors, jointly

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement, Project Number 19565, in the County of Palm Beach, State of Florida; and

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

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

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

Form Rev. 01/30/20 Bid Bond - NonFederal

PROJECT NAME: Okeeheelee Park - Ski Course, Soft	ball & MPF Lighting Replacement	
DATE: April 16, 2020		
IN WITNESS WHEREOF, the said Davco El		
as "Principal" herein, has caused these presents to be si		under
, and attested by its the corporate seal, and the said _ Arch Insurance Company	y as	_ under "Surety"
herein, has caused these presents to be signed in its name		Buicty
, and attested by its corporate Seal, this16t	h day of April , A.D., 20_20	_•
ATTEST:		(SEAL)
A LANGE TO THE STATE OF THE STA	Davco Electrical Contractors Corp.	
	(Contractor Name)	
MARCINI Seni Ja Print Name	By B. Day	
Time I talle	(Signature)	
TITLE: Estimator	Print Name: Bruce David Collins President	, JR.
A TOTAL COST	•	(CDAT)
ATTEST:		(SEAL)
Rita Lazariels	Arch Insurance Company (Surety Name)	
	QUIT Page	
Rita Lazarides	DWV POW	
Print Name	Bwt Porn By: (Signature)	
TITLE: Witness		
	Print Name: Brett Rosenhaus, Attorney-in-	Fact

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

Form Rev. 01/30/20 Bid Bond - NonFederal

PROJECT NUMBER: 19565

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents;

That the Arch insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neurand Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding <u>Ninety Million</u> Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of February, 2020. Attested and Certified Arch Insurance Company Insurance 1971 inkelstein, Executive Vice President ingo 22) STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Michiele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same possible of the personal pe NOTARIAL SEAL MICHELE TRIPODI, Notary Public lity of Philadelphia, Phila, County Commission Expires July 31, 2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19. 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on , 20 _day of

Tripodi, Notary Public My commission expires 07/31/2021

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102

DOMESTIC DESCRIPTION OF THE PROPERTY OF THE PR



Page 2 of 2

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Printed in U.S.A.

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - Sports Field Lighting Installation

Contact: Stuart Patterson, Project Manager, Capital Improvements Division

Phone: (561) 233-0705

Project Title: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement

Project #: 19565

Project Location: 7715 Forest Hill Boulevard, West Palm Beach, FL 33413

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract Sports Field Lighting Installation for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 4:00 pm, Monday through Friday. All newly installed fixtures shall be operational by the end of each work day. Any remaining existing light fixtures that were unable to be replaced during that day's work shall remain operational for that evening's event. Site to be cleared, restored, secured and fully operational by 5:00 PM daily.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred fifty (150) days of permit issuance. Permit application is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$143 per day.
- g. The Contractor will provide a Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for verifying all existing site conditions and obtaining all measurements during the site inspection and prior to construction.

2. SCOPE OF WORK

Contractor is responsible for adhering to the Project Requirements detailed in the attached JLRD, Inc. Specifications (Exhibit "1") and in accordance with attached Musco Lighting Submittal (Exhibit "2" and Exhibit "3").

Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement Project No. 19565 Proj. Req.

Page 1 of 4

3. SUBMITTALS

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

4. MATERIALS

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

5. TEMPORARY PROTECTION

- a. Work area shall be set up, operated and maintained to ensure safety of workers, County staff and the public.
- b. Contractor shall protect all workers, staff and the general public from injury.
- c. Contractor shall provide any and all necessary temporary site protection necessary to safeguard and preserve the existing condition(s) of sports fields, facilities, parking lots, drives, sidewalks, equipment and any other existing components of the Site throughout the duration of the Project. Any damaged and/or altered items as a result of the Work on and around Playing Fields shall be restored to their original conditions prior to Project Substantial Completion.
- d. Any damage that has occurred on Playing Fields shall be rectified prior to the end of each work day. Interior of the Fields, as well as exterior shall be restored to a safe and playable condition and ready for public entry and use by 5:00 PM every evening.
- e. Contractor shall not interfere with any Parks operations outside of immediate construction limits. Materials and/or vehicles are not permitted to block access roads of county employees performing their daily duties in and around the adjacent construction site, without prior written approval.
- f. Contractor shall coordinate and schedule all work with the Project Manager.

Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement Project No. 19565 Proj. Req.

Page 2 of 4

6. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which fields will be scheduled on what days. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state. In the event that any single field needs to be shut down for any amount of time outside the hours of 4:00 PM to 7:00 AM, the installation contractor must provide at least (72) hours' notice. CID and Parks will make arrangements to accommodate the request (barring a previously-scheduled special event). No more than (1) field per park may be rendered unusable at any given time.

7. PREPARATION

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

8. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

9. INSTALLATION

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

10. WARRANTY

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

11. CLEAN UP

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

Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement Project No. 19565

Proj. Req.

Page 3 of 4

Contractor personnel are not required to obtain Palm Beach County security clearance in order to perform work. This project is subject to: [] Critical Facilities Background Check [] CJI Facilities Background Check [X] No Background Check

12. <u>SECURITY</u>

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT PROCUREMENT & PROJECT IMPLEMENTATION GROUP

PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement

PROJECT NUMBER:

19565

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: March 17, 2020

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page.

CHANGE TO INVITATION FOR QUOTE/BID:

1. Change bid due date from "March 26, 2020 at 2:00 PM" to read "April 16, 2020 at 2:00 PM".

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), <u>AND ANY PREVIOUSLY ISSUED ADDENDUM(S)</u>, BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

Mark Komar, Vice President

END OF ADDENDUM

ADD1-1

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT PROCUREMENT & PROJECT IMPLEMENTATION GROUP

PROJECT NAME: Okeeheelee Park - Ski Course, Softball & MPF Lighting Replacement

PROJECT NUMBER:

19565

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: April 1, 2020

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

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

CHANGE TO ATTACHMENT C - PROJECT REQUIREMENTS:

1. Delete Exhibit "2" and replace with attached Exhibit "2R".

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT:

Mark Komar, Vice President

END OF ADDENDUM

ADD2-1



May 27, 2020

Davco Electrical Contractors Corp. 4885 Park Ridge Blvd. Boynton Beach, FL 33426

RE: Palm Beach County, as Obligee

Okeeheelee Park ski course, softball & MPF lighting replacement, Project No.

19565, as Project Bond No. SU1164827

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed	Contract w	vith Date:	X

This letter is also giving **Davco Electrical Contractors Corp.**, as Principal, and/or the **Palm Beach County**, as Obligee, the authority to date the Public Construction Bond and Power of Attorney with the contract date and date the Form of Guarantee upon substantial completion. The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus Attorney-in-Fact

220 Congress Park Drive Suite 100 Delray Beach, FL 33445 Main: 561.454.8210 Fax: 561.455.4787

www.nielsonbonds.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER	SU1164	1827
BOND AMOUNT	\$261,00	00.00
CONTRACT AMOUNT	Γ	\$261,000.00
CONTRACTOR'S NAM	ИE:	Davco Electrical Contractors Corp.
CONTRACTOR'S ADD	DRESS:	4885 Park Ridge Boulevard
CONTRACTOR'S PHO	NE:	Boynton Beach, FL 33426
SURETY COMPANY:		(561) 732-3434
SURETY'S ADDRESS:	:	Arch Insurance Company
		Harborside 3, 210 Hudson Street, Suite 300
		Jersey City, NJ 07311
SURETY'S PHONE:		(210) 743-4000
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach, FL 33411-5604
OWNER'S PHONE:		(561) 233-0261
PROJECT NAME: Q	<u>Okeehee</u>	lee Park – ski course, softball & MPF lighting replacement
PROJECT NUMBER:	<u>19565</u>	
CONTRACT NUMBER	(to be p	provided after Contract award):
		Project requirements detailed in JLRD, Inc. specifications and Musco ent C and Addendums 1 & 2.
PROJECT ADDRESS, F	PCN, or	LEGAL DESCRIPTION:
7715 Forest Hill	Blvd.	West Palm Beach
This Bond is issued in fa	vor of t	he County conditioned on the full and faithful performance of the

Page 1 of 4

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

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

Dollars (\$261,000.00)

(Two hundred sixty-one thousand and 00/100)

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

WHEREAS,

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

Project Name: Okeeheelee Park - ski course, softball & MPF lighting replacement

Project No.: 19565

Project Description: Project requirements detailed in JLRD, Inc. specifications and Musco Lighting

submittal per Attachment C and Addendums 1 & 2.

Project Location: 7715 Forest Hill Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD Engineers, Inc. LOCATION OF FIRM: 1450 Centrepark Blvd., Suite 350, WPB

PHONE: 561-689-2303

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

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract between Principal and County for the construction of project requirements detailed in JLRD, Inc. specifications and Musco Lighting submittal per Attachment C and Addendums 1 & 2, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Page 2 of 4

Form Rev. 3/19/20 Public Construction Bond

- Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm

Beach County and not elsewhere.	,
to - College and the control of the college and the college an	
Witness	Davco Electrical Contractors Corp. Principal (Seal)
Otto Lawredo	(Print Name and Title)
Witness Rita Lazarides	Arch Insurance Company
	Surety (Seal)
	(Print Name and Title) Brett Rosenhaus Attorney-in-Fact
IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal	Date:

Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida. FIRST PAGE MUST BE COMPLETED

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

Page 3 of 4

Form Rev. 3/19/20 Public Construction Bond

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brett Rosenhaus of Delray Beach, FL Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH) F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH) John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH) Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding <u>Ninety Million</u> Dollars (\$90,000,000,000).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of February, 2020.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

CURTOKATE SEAL 1971

David M. Finkelstein, Executive Vice Presiden

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

MOTARIAL SEAL

MICHELE TRIPPON, NOUNTY PUBLIC
City of Philadelphia, Phila. County
My Commission Expires July 31, 2021

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ______day of ______.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



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Page 2 of 2

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FORM OF GUARANTEE

GUAR A	ANTEE FOR	Contractor	Name:	Davco Electrical Contractors Co	rp.	and	Surety
Name:	Arch Insurance	e Company					_

We the undersigned hereby guarantee that the (Okeeheelee Park - ski course, softball & MPF lighting replacement, #19565) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED______(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Davco Electrical Contractors Corp.

(Contractor Name)

(Seal)

Contractor Signature

(Print Name and Title)

Arch Insurance Company

(Surety Name)

(Seal)

(9 U

(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact

(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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Brett Rosenhaus of Delray Beach, FL
Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding. Ninety Million Dollars (\$90,000,000,000).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof and any such officers of the Company may appoint agents for acceptance of process.

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AIC 0000303530 In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of February, 2020. Attested and Certified Arch Insurance Company nsurance inkelstein, Executive Vice President Missouri STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Micheles ripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same specially provided by the solution of ganized and existing under the laws of the State of Missouri, subscribed to the together of the foregoing in the trument, appeared before me this day riposes therein set forth. NOTARIAL SEAL MICHELE TRIPODA, Notary Public ity of Philadelphia, Phila, County Commission Expires July 31, 2021 Tripodi, Notary Public My commission expires 07/31/2021 CERTIFICATION I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19,

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 19, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ______day of ______, 20_____.

Patrick K Nails Socretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



Page 2 of 2

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DAVCELE-01

KDACRES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRO	DUCER		CONTACT Karen D	acres		
Coll	insworth, Alter, Fowler & French, LLC		PHONE (A/C, No, Ext):		FAX (A/C, No):	ALL MARKET LANGES
	0 Governors Square Blvd te 301		E-MAIL ADDRESS: Kdacres	@caffilc.co	m	Marry first control to the second
	mi Lakes, FL 33016				RDING COVERAGE	NAIC#
					e Insurance Company	23035
INSI	JRED	the safe for the colour on the colour of the colour	INSURER B : Liberty			42404
	Davco Electrical Contractors Corp.				/ Insurance Company	26808
	4885 Park Ridge Blvd		INSURER D : Berkley			39462
	Boynton Beach, FL 33426		INSURER E : AGCS I			22837
			INSURER F:	naine msu	italice Co	22031
co	VERAGES CERTIFICAT	TE NUMBER:			REVISION NUMBER:	
C	HIS IS TO CERTIFY THAT THE POLICIES OF IN IDICATED. NOTWITHSTANDING ANY REQUIREI ERTIFICATE MAY BE ISSUED OR MAY PERTAI XCLUSIONS AND CONDITIONS OF SUCH POLICIE:	MENT, TERM OR CONDITIO N, THE INSURANCE AFFOR S. LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC	CT OR OTHER IES DESCRIE	R DOCUMENT WITH RESPECTED HEREIN IS SUBJECT TO	CT TO WHICH THIS
INSR LTR	TYPE OF INSURANCE ADDL SUE INSO WY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCUR X	TB2Z91471545020	3/31/2020	3/31/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,000
	χ XCU not excluded					s 10,000
					PERSONAL & ADV INJURY	s 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	s 2,000,000
	POLICY X JECT LOC OTHER: capped at \$15,000,000				PRODUCTS - COMP/OP AGG	\$ 2,000,000 s
В	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	1,000,000
	X ANY AUTO	AS7Z91471545010	3/31/2020	3/31/2021	BODILY INJURY (Per person)	•
	OWNED SCHEDULED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY				BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$
С	UMBRELLA LIAB X OCCUR		1			s 5,000,000
	X EXCESS LIAB CLAIMS-MADE	77HX20953F	3/31/2020	3/31/2021		\$ 5,000,000
	DED RETENTION\$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		<u> </u>		X PER OTH-	.
		WC2Z91471545030	3/31/2020	3/31/2021	E.L. EACH ACCIDENT	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE FIGURE N / A (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	4 000 000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	1,000,000
D		PCXB50122370420	3/31/2020	3/31/2021	Each/Aggregate	2,000,000
_	Equipment Floater	MXI930798242462	3/31/2020	3/31/2021	Leased/Rented	250,000
Stat	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO Project 19563 & 17217.10-PBC2 When required te of Florida, its officers, employees and agents, eral Liability	IND 101, Additional Remarks Sched by written contract, Palm B , c/o Facilities Development	ule, may be attached if me each County Board & Operations Depar	ore space is requi of County Co tment are inc	red) mmissioners, a political su luded as additional insure	ubdivision of the d as respects
	RTIFICATE HOLDER		CANCELLATION			
<u> </u>	Palm Beach County		SHOULD ANY OF	THE ABOVE I	DESCRIBED POLICIES BE CA HEREOF, NOTICE WILL E CY PROVISIONS.	
	c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5603		AUTHORIZED REPRES	ENTATIVE		

ACORD 25 (2016/03)

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PRE-BID PM: Mandatory Stuart Patterson Sports Field Lighting

ANNUAL:

Installation
Price Preference

BID SUMMARY

Project Name:	Okeaheelee Park - Ski Course, Softball & MPF Lighting											
Project Number:	19565											
Bid Opening Date:	04/16/20	/16/20										
CONTRACTOR	Imperial Electrical, inc.	DAVCO Electrical Contractors, Inc.										
Local Bidder	Non-Local	Local										
Prime S/M/WBE	Non-SBE	Non-SBE		The second of th								
BID	\$260,000.00	\$261,000.00										
BID BOND	Yes	Yes										
ADDENDUMS 1 - ACKNOWLEDGED	✓	✓										
ADDENDUMs 2 ACKNOWLEDGED	✓	✓										
SBE SCHEDULE 1 (Shall list the SIMWBE Prime and the names of all subcontractors regardless of SIMWBE.)	Satisfactory	Satisfactory										
SBE PARTICIPATION	0.00%	0.00%										
SBE SCHEDULE 2 (A separate Schedule 2 must be included for sach subcontractor, signed by subcontractor and Prime Contractor.)	Satisfactory	Satisfactory										

Bid Documents opened by:

Bids Documents recorded by: 丄

Note: Tabulation is not official until checked and certified by Capital Improvements Division

PALM BEACH COUNTY

FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON

Project Name: Okoshoelee Park - Ski Course Softhall & MPE Lighting

	Project Number	19565	
SOLI	CITATION DATE:	Tuesday, March 3, 2020	
QUO	TATION RECEIPT DATE:	Thursday, April 16, 2020	
	Vendor	Dollar Quotation	Comments (SBE)
1	Imperial Electrical, Inc.	\$260,000.00	0.00%
2	DAVCO Electrical Contractors, Inc.	\$261,000.00	0.00%
			- M
Bid (opened by: Planea str 4/	16/20	Bid recorded by: May 4 (12 2)
	SIGNATURE DATÉ		SENATURE
CON	MMENTS: In accordance with the PBC	Local Preference Code, a pre	eference is given to Bidders having a
oern	nanent place in PBC. Therefore, since	Imperial Electric, Inc. is not a	local business and Davco Electrical
Con	tractors Corp. is a local business, then	Davco's bid is decreased by 5	5% (\$261,000 – 5% = \$247,950).
The	Bid amount is not changed; the 5% de	crease is calculated on for the	purpose of determining the local
oref	erence. Therefore, award is recomme	nded to Davco Electrical Contr	ractors Corp.
EST	IMATE: N/A		<i>(</i>)
		ND ANY LISTED SUB-CONTRACT THE PALM BEACH COUNTY REQUI	ORS(S) LICENSE (S) ARE CURRENT AND IN REMENTS.
Т	HE RECOMMENDED CONTRACTOR'S INS	URANCE(S) ARE CURRENT AND I	N COMPLIANCE WITH PALM BEACH COUNTY
BASI PRO	ED ON A REVIEW OF THE ABOVE-LISTED OVIDED THE LOWEST RESPONSIVE AND R	QUOTATIONS, IT IS CONCLUDED ESPONSIBLE QUOTATION.	THAT: DAVCO Electrical Contractors, Inc.
	<u> </u>	/	
	haile for hunt		4.17.2020
Sign	ature		Date
7			4.17.20
			, and the second of the second
App	roved		Date

Annual Contract - Sportsfield Lighting 17217.1: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

		PROJECT INFORMATION					DOLI	LARS					SBE
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	W.O. AMOUNT	W.O. #	\$ TO-DATE	COMMITMEN ATRENEWAL	ITS THIS TERM	\$ CAPACITY REMAINING	\$SBE	%SBE	\$M/WBE	%Minority
	#	FYXX - Xst QUARTER								Work Order	Work Order	Work Order	Work Order
01/22/20	19571	Lake Charleston Park - baseball fields lighting replacement	Davco	82,600.00	20-001	\$82,600.00	\$0.00	\$82,600.00	\$3,917,400.00	0.00	0.00%	0.00	0.00%
01/23/20	19564	Okeeheelee Park - tennis courts - lighting replacement	Davco	78,600.00		\$161,200.00		\$161,200.00	\$3,838,800.00	0.00	0.00%	0.00	0.00%
01/23/20	19567	Jupiter Farms Park baseball field - lighting replacement	Davco	58,250.00		\$219,450.00		\$219,450.00	\$3,780,550.00	0.00	0.00%	0.00	0.00%
01/24/20	19570	Caloosa Regional Park multi-purpose field - lighting replacement	Imperial	62,500.00		\$281,950.00		\$281,950.00	\$3,718,050.00	0.00	0.00%	0.00	0.00%
02/28/20	19567	Jupiter Farms Park baseball field - lighting replacement	Davco	839.00	supp 1 to WO 20-003	\$282,789.00	\$0.00	\$282,789.00	\$3,717,211.00	0.00	0.00%	0.00	0.00%
03/09/20	19567	Jupiter Farms Park baseball field - lighting replacement	Davco	10,335.00	supp 2 to WO 20-003	\$293,124.00	\$0.00	\$293,124.00	\$3,706,876.00	0.00	0.00%	0.00	0.00%
03/09/20	19571	Lake Charleston Park - baseball fields lighting replacement	Davco	10,335.00		\$303,459.00	\$0.00	\$303,459.00	\$3,696,541.00	0.00	0.00%	0.00	0.00%
03/15/20	19564	Okeeheelee Park - tennis courts - lighting replacement	Davco	10,335.00	supp 1 to WO 20-002	\$313,794.00	\$0.00	\$313,794.00	\$3,686,206.00	0.00	0.00%	0.00	0.00%
04/02/20	19573	Westgate Park - sports field lighting replacement	Davco	63,000.00	20-008	\$376,794.00	\$0.00	\$376,794.00	\$3,623,206.00	8,500.00	13.49%	8,500.00	13.49%
04/02/20	19575	Glades Pioneer Park sports field lighting replacement	Davco	72,900.00	20-005	\$449,694.00	\$0.00	\$449,694.00	\$3,550,306.00	8,500.00	11.66%	8,500.00	11.66%
04/02/20	19572	Juno Park baseball field lighting replacement	Davco	42,500.00	20-006	\$492,194.00	\$0.00	\$492,194.00	\$3,507,806.00	8,500.00	20.00%	8,500.00	20.00%
04/02/20	19574	Bert Winters Park - sports field lighting replacement	Davco	35,000.00	20-007	\$527,194.00	\$0.00	\$527,194.00	\$3,472,806.00	0.00	0.00%	0.00	0.00%
	19566	South County Regional Park - baseball & MPF lighting replacement	ECS	159,400.00	20-009	\$686,594.00	\$0.00	\$686,594.00	\$3,313,406.00	0.00	0.00%	0.00	0.00%
	19568	Dyer Park - baseball & MPF lighting replacement	ECS	97,800.00	20-010	\$784,394.00	\$0.00	\$784,394.00	\$3,215,606.00	0.00	0.00%	0.00	0.00%
	19569	Pinewoods Park - baseball lighting	ECS	58,680.00	20-011	\$843,074.00	\$0.00	\$843,074.00	\$3,156,926.00	0.00	0.00%	0.00	0.00%
	19565	Okeeheelee Park - ski course softball & MPF lighting replacement	Davco	261,000.00	20-012	\$1,104,074.00	\$0.00	\$1,104,074.00	\$2,895,926.00	0.00	0.00%	0.00	0.00%
		JUSERT ROWS ABOVE HERE ONLY				Phyllis I co	py from coloumn	'J' to Column 'X		25,500.00		25,500.00	
			and the state of t	TOTAL						W process of		W/MBE BRI	EAKDOWN
		Sportsfield Lighting Annual		WORK ORDERS						TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
		Davco Electrical	Davco	\$725,694.00						\$25,500.00	3.51%	\$25,500.00	3.51
		Electrical Contracting Services	ECS	\$315,880.00						\$0.00	0.00%	\$0.00	0.00
		Imperial Electrical	Imperial	\$62,500.00						\$0.00	0.00%	\$0.00	0.00
-			-										
			otal	\$1,104,074.00						\$25,500.00	2.31%	\$25,500.00	2.3