

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: August 25, 2020**

**Consent**

**Regular**

**Workshop**

**Public Hearing**

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Work Order No. 20-013 to the annual low voltage annual contract with Pro Sound, Inc. (R2019-1750) in the amount of \$493,061 for the Convention Center- Sound System Replacement project for a period of 240 calendar days from permit issuance or until the project is complete.

**Summary:** The existing sound system equipment at the Convention Center is more than 18 years old, and no longer functions efficiently. Parts are no longer available for repairs, which makes the sound system unusable and can potentially result in lost revenue for the Convention Center. The work consists of furnishing the labor, equipment, and materials needed to replace the existing sound system in the Convention Center, install a new sound system in the courtyard, parking garage, lobby and canopy area. 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 presented to the Goal Setting Committee on January 2, 2019 and the Committee established an Affirmative Procurement Initiative (API) of price preference for Small Business Enterprise (SBE) contractors if their bid is within 10% of the lowest non-small business bid. Pro Sound, Inc. is not a SBE. There is no SBE participation on this work order. To date, the overall SBE participation on the annual Low Voltage contract is 37.33%. Pro Sound Inc. is not a local business. Funding for this project is from the Tourist Development Council (TDC) - Building Renewal & Replacement fund. **(Capital Improvements Division) District 7 (LDC)**

**Background and Justification:** This project was openly, competitively advertised and procured. Bids for this project were opened on April 4, 2020 and Pro Sound, Inc. submitted the lowest responsive and responsible bid.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Work Order No. 20-013
4. Bid Summary
5. Quotation Comparison
6. Annual Contract Low Voltage #16376: Control Sheet

Recommended by: *David C. Royal Collins* *7/22/20*  
*Deputy Director* Department Director Date

Approved by: *Paulo* *7/31/20*  
 County Administrator Date

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

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$530,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$530,000</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 \_\_\_\_\_  
 Does this item include use of federal funds? Yes \_\_\_\_\_ No   X  

Budget Account No: Fund 3807 Dept 411 Unit B647 Object 4907

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


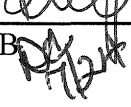

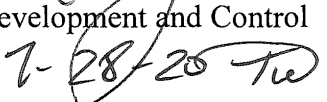
Funding for this project is from the Tourist Development Council (TDC) - Building Renewal & Replacement fund.

CONSTRUCTION	\$493,061.00
STAFF	\$5,000.00
CONTINGENCY	\$31,939.00
TOTAL	\$530,000.00

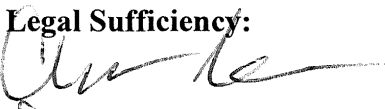
C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 7/24/2020  
 OFMB  9/1/20  
 7/29/2020  
 Contract Development and Control  
 7-28-20 TW

**B. Legal Sufficiency:**

  
to D Coffman 7/29/2020  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

# LOCATION MAP

Project No: 15418.04-R1

Project Name Convention Center –Sound System Replacement

Location: 650 Okeechobee Blvd, West Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 4/24/20 REQUESTED BY: Clark Woods *CWoods* PHONE: 233-2054

PROJECT TITLE: Convention Center – sound system replacement (Re-bid)  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$493,061.00

DATE:

eFDO #: 2014-005297

CSA or CHANGE ORDER NUMBER:

LOCATION: 650 Okeechobee Blvd., West Palm Beach

BUILDING NUMBER: 1420

DESCRIPTION OF WORK/SERVICE LOCATION: Convention Center

PROJECT/W.O. NUMBER: 15418-04-R1

CONSULTANT/CONTRACTOR: Pro Sound, Inc. dba Pro Sound & Video (low voltage)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental for replacing existing sound system per Attachment C and Addendums 1 & 2 provided by Capital Improvements Division.

CONSTRUCTION	\$493,061.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 5,000.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 31,939.00
TOTAL	\$530,000.00

\* By signing this BAS your department agrees to these CID staff charges 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. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3807 DEPT: 411 UNIT: B647 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ \_\_\_\_\_)  Infrastructure Sales Tax (Amount \$ \_\_\_\_\_)
- State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  Federal (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)
- Grant (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  Impact Fees: (Amount \$ \_\_\_\_\_)
- Other (source/type: FOC Amount \$ \_\_\_\_\_)

Department: \_\_\_\_\_

BAS APPROVED BY: *[Signature]*

*[Signature]*  
7/21/2020  
DATE 4/28/2020

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

**WORK ORDER 20-013 TO CONTRACT FOR  
ANNUAL LOW VOLTAGE  
FOR  
CONVENTION CENTER – SOUND SYSTEM REPLACEMENT  
PROJECT NO. 15418.04-R1**

**THIS WORK ORDER** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Pro Sound, Inc., a Florida corporation, hereinafter referred to as “Contractor”.

**WHEREAS**, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated November 19, 2019 (R2019-1750) (“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 Low Voltage between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$493,061.00** for the construction costs of replacing existing sound system as set forth on the **Bid Form** attached hereto and incorporated herein by reference. The bid amount includes the Base Bid, Alternate #1 and Alternate #2.
- 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 **240** calendar days of permit issuance. Liquidated Damages are **\$80/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 0% SBE subcontracting participation on this Contract. Contractor will provide 0% 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:

SHARON R. BOCK, CLERK &  
COMPTRROLLER


PALM BEACH COUNTY BOARD,  
FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS

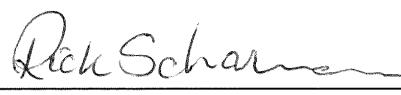
  
By: for D. Coffman  
County Attorney

  
By: Audrey Wolf  
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR  
SIGNATURE

CONTRACTOR: PRO SOUND, INC.

  
Signature

  
Signature

Steven Rothman  
Name (type or print)

Rick Scharmann  
Name (type or print)

President  
Title

(Corporate Seal)

**BID FORM**

**PROJECT NUMBER: 15418.04-R1**

**PROJECT NAME: PBC Convention Center - Sound System Replacement (RE-BID)**

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

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

**THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR**

**1. BASE QUOTE/BID AMOUNT** \$ 468,087.00

Written amount Four Hundred Sixty-Eight Thousand, Eighty-Seven Dollars.

**2. ALTERNATE #1 (Valet) QUOTE/BID AMOUNT** \$ 12,079.00

Written amount Twelve Thousand, Seventy-Nine Dollars.

**3. ALTERNATE #2 (North Prefunction) QUOTE/BID AMOUNT** \$ 12,895.00

Written amount Twelve Thousand, Eight Hundred Ninety-Five Dollars.

**4. ALTERNATE #3 (Meeting Rooms) QUOTE/BID AMOUNT** \$ 21,813.00

Written amount Twenty-One Thousand, Eight Hundred Thirteen Dollars.

**5. ALTERNATE #4 (Exhibit Hall) QUOTE/BID AMOUNT** \$ 138,274.00

Written amount One Hundred Thirty-Eight Thousand, Two Hundred Seventy-Four Dollars.

**6. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.**

**7. Is the Bidder a Palm Beach County certified S/M/WBE? Yes  No**

**8. Commercial Non-Discrimination Certification.** The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description



**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

PBC Convention Center - Sound System Replacement  
(RE-BID)

**SOLICITATION/PROJECT/BID NAME:** \_\_\_\_\_  
**NAME OF PRIME RESPONDENT/BIDDER:** Pro Sound, Inc. (dba Pro Sound & Video)  
**CONTACT PERSON:** Rick Scharmann  
**SOLICITATION OPENING/SUBMITTAL DATE:** April 09, 2020

**SOLICITATION/PROJECT/BID No.:** 15418.04-R1  
**ADDRESS:** 1375 N.E. 123rd Street, Miami, FL 33161  
**PHONE NO.:** 305-891-1000 **E-MAIL:** rscharmann@prosound.net  
**DEPARTMENT:** \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Pro Sound, Inc. 1375 N.E. 123rd Street, Miami, FL 33161 305-891-1000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	9%	1%	90%	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price \$ 493,061.00 Total SBE - M/WBE Participation 0

I hereby certify that the above information is accurate to the best of my knowledge: Rick Scharmann President  
 Signature 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 category.
  - Modification of this form is not permitted and will be rejected upon submittal.

**IFQ/B ATTACHMENT "A"**  
**Affirmative Procurement Initiatives ("APIs")**  
**(for Asbestos Abatement, Low Voltage, Roofing)**

**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.

**Waiver**

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**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

**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\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. 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 subcontracting goal shall be considered non-Responsive.

**M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by  African American,  Hispanic American,  Asian American,

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 contract value to a non-M/WBE firm.

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

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

PROJECT NUMBER: 15418.04-R1

PROJECT NAME: PBC Convention Center - Sound System Replacement (RE-BID)

DATE: April 9, 2020

**BID BOND**

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County  
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,  
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment  
compensation taxes incurred in the performance of the Contract, means of transportation for and complete  
Construction of: **PBC Convention Center - Sound System Replacement (RE-BID), Project Number**  
**15418.04-R1**, in the County of Palm Beach, State of Florida; and

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

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

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

PROJECT NUMBER: 15418.04-R1

PROJECT NAME: PBC Convention Center - Sound System Replacement (RE-BID)

DATE: April 9, 2020

IN WITNESS WHEREOF, the said Pro Sound, Inc.  
as "Principal" herein, has caused these presents to be signed in its name, by its \_\_\_\_\_  
\_\_\_\_\_, and attested by its \_\_\_\_\_ under  
the corporate seal, and the said Arch Insurance Company as "Surety"  
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact  
\_\_\_\_\_, and attested by its corporate Seal, this 9th day of April, A.D., 2020.

ATTEST:

(SEAL)

Rick Scharmann

Pro Sound, Inc.

(Contractor Name)

RICK SCHARMANN  
Print Name

By: [Signature]

(Signature)

TITLE: PRESIDENT

Print Name: RODERICK SINDOW

ATTEST:

(SEAL)

Rita Lazarides

Arch Insurance Company

(Surety Name)

Rita Lazarides  
Print Name

By: [Signature]

(Signature)

TITLE: Witness

Print Name: Kevin Wojtowicz, Attorney-in-Fact

***Bid 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 Ninety Million 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:

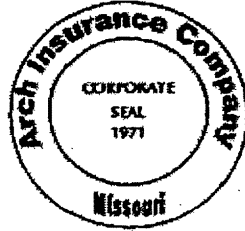
VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and 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 19<sup>th</sup> day of February, 2020.

Attested and Certified

Arch Insurance Company

Patrick K. Nails  
 Patrick K. Nails, Secretary

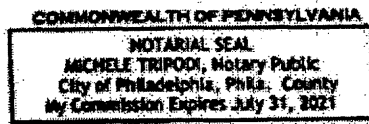


David M. Finkelstein  
 David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

.....  
 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.



Michele Tripodi  
 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 9<sup>th</sup> day of April, 2020.

Patrick K. Nails  
 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**



.....  
 Hidden Pantograph  
 Color Match  
 Artificial Watermark  
 Anti-Copy Coin Rub  
 Erasure Protection  
 Security Features Box  
 Microprint Protection  
 Acid Free

.....  
 Hidden Pantograph  
 Color Match  
 Artificial Watermark  
 Anti-Copy Coin Rub  
 Erasure Protection  
 Security Features Box  
 Microprint Protection  
 Acid Free

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**IFQ/B ATTACHMENT C  
PROJECT REQUIREMENTS  
Annual Contract – Low Voltage**

Contact: Clark Woods, Capital Improvements Division  
Phone: (561) 233-2054  
Project Title: PBC Convention Center - Sound System Replacement  
Project #: 15418.04  
Project Location: 650 Okeechobee Blvd, West Palm Beach, FL 33401

**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 – Low Voltage for additional requirements.
- c. Work to be completed during the hours of 7:30 am to 5:00 pm, Monday through Friday. Special accommodations for additional hours will be determined with staff and approved in advance. All work will be conducted around the Convention Center's schedule. The prime contractor shall be responsible for coordination of their work with the schedule of events at the Convention Center and any other concurrent work that may be taking place under separate contract with the Project Manager.
- 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 two hundred forty (240) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

**2. SCOPE OF WORK**

- a. Replace existing sound system as specified in Exhibit "1" and as shown on Exhibits "2" and "3".



- b. Sound system must be operational at all times during Convention Center events.
- c. CAD backgrounds will be made available to the awarded Contractor.
- d. On-site lifts can not be utilized by Contractor.
- e. Contractor is responsible for repair and/or replacement of any damages to the walls, floors, ceiling, and/or ceiling tiles.
- f. Amplifier substitution is not acceptable, amplifiers must be capable of receiving the audio signal through the network and be controllable from QSC DSP with most up to date software at time of installation.

### **3. SUBMITTALS**

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

### **4. MATERIALS**

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

### **5. TEMPORARY PROTECTION**

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

### **6. PROJECT CONDITIONS**

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to

pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

## **7. PREPARATION**

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

## **8. EXAMINATION**

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

## **9. INSTALLATION**

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

## **10. WARRANTY**

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

## **11. CLEAN UP**

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

## **12. SECURITY**

This project is subject to:       Critical Facilities Background Check  
    CJI Facilities Background Check  
    No Background Check

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

---

PROJECT NAME: PBC Convention Center – Sound System Replacement (RE-BID)

PROJECT NUMBER: 15418.04-R1

---

**ADDENDUM NUMBER: ONE**

DATE OF ISSUANCE: March 10, 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 Mandatory Pre-Conference pre-bid meeting from “Wednesday, March 18, 2020 at 9:00 AM” to read “March 18, 2020 at 1:30 PM”.

**IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), 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: \_\_\_\_\_

*Rick Schuman*

END OF ADDENDUM

ADD1-1

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

---

PROJECT NAME: PBC Convention Center – Sound System Replacement (RE-BID)

PROJECT NUMBER: 15418.04-R1

---

**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 three (3) pages and one attachment.

**CHANGE TO ATTACHMENT C – PROJECT REQUIREMENTS:**

1. **2. SCOPE OF WORK**, add the following:

- g. Before a Notice to Proceed to the AV Contractors is issued, PBC Project Manager will coordinate and plan the completion of PBC ISS cable contractor installation.

**CHANGE TO EXHIBIT “1”:**

1. Delete 1.7 GENERAL CONDITIONS, item C and replace with the following:

C. Palm Beach County Convention Center will provide space for storage.

2. Delete 1.7 GENERAL CONDITIONS, item G and replace with the following:

G. All permits from the City of West Palm Beach required for any part of the Contractor's work shall be procured and paid for by the Contractor. The Contractor shall determine all permits required and transmit this information to Owner. If it is determined that the Contractor's work falls reasonably within another party's permit (General Contractor, Electrician, Etc.) the Contractor shall not be required to procure additional permits provided written authorization is provided to the Contractor by the party holding the permit under said Contractor.

3. Delete 1.9 SYSTEM DESCRIPTIONS AND FUNCTIONS, item A,4 in its entirety and replace with the following:

ADD2-1

1. Loudspeakers, item d (8) and replace with the following:

8) Basis of Design: Fulcrum GX1277 w/ 100 W Transformer (Contractor's means and methods) or PBC approved equal.

**CHANGE TO EXHIBIT "2":**

1. Delete Exhibit "2" and replace with 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: \_\_\_\_\_

*Rick Schuman*

END OF ADDENDUM

ADD2-3



**NHC**

**NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

May 28, 2020

Pro Sound, Inc.  
1375 NE 123rd Street  
Miami, FL 33161

RE: Palm Beach County, as Obligee  
Convention Center – sound system replacement #15418.04-R1, as Project  
Bond No. SU1164828

Dear Ladies and Gentlemen:

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

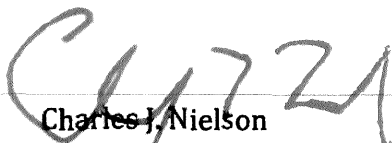
Executed Contract with Date: X \_\_\_\_\_

This letter is also giving **Pro Sound, Inc.**, 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,

  
Charles J. Nielson  
Attorney-in-Fact



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

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, ROSENHAUS & ASSOCIATES, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

**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 Mortgage, Note, Loan, Letter of Credit, Bank Deposit, 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:

Arthur Lawrence Colley of Charlotte, NC  
 Brett Rosenhaus of Lake Worth, 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: for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates on engineering and construction contracts.

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million 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 29<sup>th</sup> day of April, 2015.

Attested and Certified

Arch Insurance Company

*Patrick K. Nails*  
Patrick K. Nails, Secretary

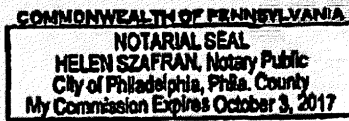


*David M. Finkelstein*  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, 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.



*Helen Szafran*  
Helen Szafran, Notary Public  
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 29, 2015 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 29<sup>th</sup> day of May, 2015.

*Patrick K. Nails*  
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





**PUBLIC CONSTRUCTION BOND**

BOND NUMBER      SU1164828

BOND AMOUNT      \$493,061.00

CONTRACT AMOUNT      \$493,061.00

CONTRACTOR'S NAME:      Pro Sound, Inc.

CONTRACTOR'S ADDRESS: 1375 NE 123rd Street, Miami, FL 33161

CONTRACTOR'S PHONE:      (305) 891-1000

SURETY COMPANY:      Arch Insurance Company

SURETY'S ADDRESS:      Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311

SURETY'S PHONE:      (210) 743-4000

OWNER'S NAME:      PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
   CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS:      2633 Vista Parkway  
   West Palm Beach, FL 33411-5604

OWNER'S PHONE:      (561) 233-0261

PROJECT NAME:      Convention Center – sound system replacement

PROJECT NUMBER:      15418.04-R1

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

DESCRIPTION OF WORK:      Replace existing sound system.

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

650 Okeechobee Blvd., West Palm Beach

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

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

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

Dollars (\$493,061.00)

(Four hundred ninety-three thousand sixty-one 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: Convention Center – sound system replacement  
Project No.: 15418.04-R1  
Project Description: Replace existing sound system  
Project Location: 650 Okeechobee Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A  
LOCATION OF FIRM:  
PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of replacing existing sound system, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

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

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

*[Signature]*, CFO  
Witness

*Rick Scharman*  
Pro Sound, Inc. (Seal)  
Principal

RICK SCHARMANN, PRESIDENT  
(Print Name and Title)

*[Signature]*  
Witness Kristi Messel

Arch Insurance Company  
Surety (Seal)

*[Signature]*  
(Print Name and Title)  
Charles J. Nielson, Attorney-in-Fact

**IMPORTANT:** Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

**FIRST PAGE MUST BE COMPLETED**

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

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

Date: \_\_\_\_\_

*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:**

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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 (90,000,000.00). 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.

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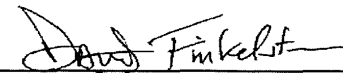
**Attested and Certified**



Patrick K. Nails, Secretary



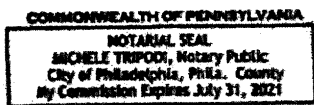
**Arch Insurance Company**

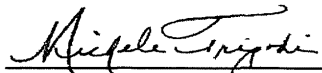


David M. Finkelstein, Executive Vice President

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.



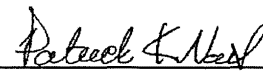


Michele Tripodi, Notary Public  
My commission expires 07/31/2021

**CERTIFICATION**

I, **Patrick K. Nails**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 30, 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\_\_.

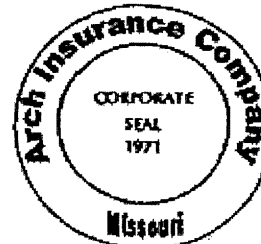


Patrick K. Nails, Secretary

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**



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: Pro Sound, Inc. and Surety Name: Arch Insurance Company

We the undersigned hereby guarantee that the (Convention Center, #15418.04-R1) 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

Pro Sound, Inc.  
(Contractor Name) (Seal)

By: *Rick Scharmann*  
(Contractor Signature)

RICK SCHARMANN, PRESIDENT  
(Print Name and Title)

Arch Insurance Company  
(Surety Name) (Seal)

By: *CJN*  
(Surety Signature)

Charles J. Nielson, Attorney-in-Fact  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

*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 Ninety Million 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 30th day of April, 2020

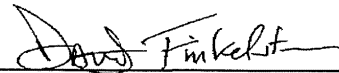
**Attested and Certified**



Patrick K. Nails, Secretary



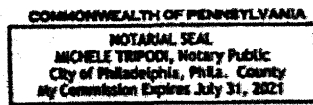
**Arch Insurance Company**

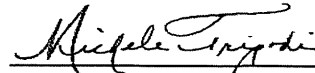


David M. Finkelstein, Executive Vice President

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.



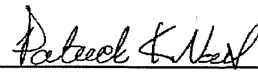


Michele Tripodi, Notary Public  
My commission expires 07/31/2021

**CERTIFICATION**

I, **Patrick K. Nails**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated April 30, 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, 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



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
July 17, 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 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).

<b>PRODUCER</b> <b>BFL CANADA Risk and Insurance Inc.</b> <b>FINANCIAL SERVICES FIRM</b> 2001 McGill College Avenue, Suite 2200 Montreal, QC H3A 1G1 Canada	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____		
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: _____		
<b>INSURED</b>  <b>Pro Sound, Inc.</b> <b>dba Pro Sound &amp; Video</b> 1375 NE 123rd Street Miami, FL 33161	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	INSURER A:	ALLIANZ GLOBAL RISKS US INSURANCE COMPANY	35300
	INSURER B:	AVIVA INSURANCE COMPANY	
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES** **CERTIFICATE NUMBER: 292** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE (MM/DD/YYYY)	POLICY EXPIRATION (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	MXX80997280	06/01/2020	06/01/2021	EACH OCCURRENCE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/>						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			\$					
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	81878431	06/01/2020	06/01/2021	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$10,000,000
	DED <input checked="" type="checkbox"/> RETENTION							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**Proof of Insurance****Primary and Non-Contributory**

Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are included as an Additional Insureds

Waiver of Subrogation applies with respect to General Liability and Umbrella coverages when required by written contract in favor of the Additional Insureds.

**CERTIFICATE HOLDER**
**PBC Board of County Commissioners**  
 C/O Capital Improvements  
 2633 N. Jog Road  
 West Palm Beach, FL 33411
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30-DAY NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

12/31/2020      DATE (MM/DD/YYYY)  
7/17/2020

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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Hartford Accident and Indemnity Company		22357
<b>INSURER B :</b> Hartford Casualty Insurance Company		29424
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

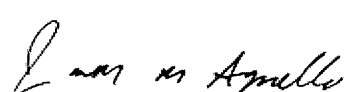
**COVERAGES**      **CERTIFICATE NUMBER: 16589765**      **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	37UENIE2264	3/31/2020	3/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WEAE5HC6	3/31/2020	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance  
Workers Compensation and Automobile Liability policies include Waiver of Subrogation

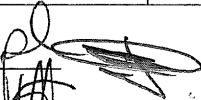
<b>CERTIFICATE HOLDER</b>  <b>16589765</b>  PBC Board of County Commissioners C/O Capital Improvements 2633 N. Jog Road West Palm Beach FL 33411	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--



PRE-BID Mandatory  
 PM: Clark Woods  
 ANNUAL: Low Voltage  
 API: Price Preference

**BID SUMMARY**

Project Name:	PBC Convention Center - Sound System Replacement (RE-BID)						
Project Number:	15418.04-R1						
Bid Opening Date:	04/09/20						
CONTRACTOR	PRO SOUND, INC. DBA PRO SOUND & VIDEO	AUDIO VISUAL INNOVATIONS, INC.					
Local Bidder	NON-LOCAL	NON-LOCAL					
Prime S/M/WBE	NON-SBE	NON-SBE					
BID	\$468,087.00	\$571,576.22					
ALTERNATE #1 (VALET)	\$12,079.00	\$16,060.31					
ALTERNATE #2 (NORTH PREFUNCTION)	\$12,895.00	\$17,991.72					
ALTERNATE #3 (MEETING ROOMS)	\$21,813.00	\$37,987.28					
ALTERNATE #4 (EXHIBIT HALL)	\$138,274.00	\$169,270.12					
TOTAL	\$653,148.00	\$812,885.65					
BID BOND	Yes	Yes (Copy)					
ADDENDUMs 1 - ACKNOWLEDGED	✓	✓					
ADDENDUMs 2 ACKNOWLEDGED	✓	✓					
SBE SCHEDULE 1  <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory					
SBE PARTICIPATION	0.00%	0.00%					
SBE SCHEDULE 2  <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory - No Subcontractor(s) listed on Schedule 1	Satisfactory - No Subcontractor(s) listed on Schedule 1					

Bid Documents opened by: 

Bids Documents recorded by: 

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

Attachment # 4

# Attachment # 5

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON			
Project Name: PBC Convention Center - Sound System Replacement (RE-BID)		Project Number: 15418.04-R1	
SOLICITATION DATE:		Wednesday, March 18, 2020	
QUOTATION RECEIPT DATE:		Thursday, April 9, 2020	
#	Vendor	Dollar Quotation	Comments (SBE)
1	PRO SOUND, INC. DBA PRO SOUND & VIDEO	\$493,061.00	0.00%
2	AUDIO VISUAL INNOVATIONS, INC.	\$605,628.25	0.00%
Bid opened by: <u>P. Placost</u> <u>4/9/20</u>		Bid recorded by: <u>[Signature]</u> <u>4/9/20</u>	
<small>SIGNATURE</small>		<small>DATE</small>	
COMMENTS: Base bid, Alternate #1 and Alternate #2			
ESTIMATE: N/A			
THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <u>[Signature]</u>			
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. <u>[Signature]</u>			
BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>PRO SOUND, INC. DBA PRO SOUND &amp; VIDEO</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.			
Signature: <u>[Signature]</u>		Date: <u>4.14.2020</u>	
Approved: <u>[Signature]</u>		Date: <u>4.23.20</u>	

# Annual Contract - Low Voltage #16376: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS							SBE P						
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY										
							TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE Work Order	%SBE Work Order	\$M/WBE Work Order	%Minority Work Order						
FYXX - Xst QUARTER																				
							TOTAL WORK ORDERS	TOTAL SBE WORK ORDERS	TOTAL EBO WORK ORDERS					W/MBE BREAKDOWN						
							TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %										
<b>Low Voltage Annual</b>																				
		1st fire & Security		1st Fire	\$92,500.00	\$0.00	\$92,500.00				\$0.00	0.00%	\$0.00	0.00%						
		Active Alarms Totals		Active	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Audio Fidelity Communciations dba Whitlock		Whitlock	\$89,629.00	\$0.00	\$89,629.00				\$0.00	0.00%	\$0.00	0.00%						
		Audio Video Systems Totals		Audio	\$24,254.00	\$24,254.00	\$0.00				\$24,254.00	100.00%	\$0.00	0.00%						
		Audio Visual Innovations		Audio Visual	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		AVI Integrators dba Security 101		AVI	\$587,397.71	\$135,541.78	\$451,855.93				\$204,206.02	34.76%	\$128,104.00	23.63%						
		Fast Dish Totals		Fast Dish	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Fire and Security Solutions Totals		Fire & Security	\$118,899.24	\$118,899.24	\$0.00				\$74,928.24	63.02%	\$0.00	0.00%						
		Gator Electric and Communications Totals		Gator Electric	\$243,509.53	\$243,509.53	\$0.00				\$0.00	0.00%	\$0.00	0.00%						
		Global Communications Totals		Global	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		GNMHOUGH Totals		GNM	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Integrated Security Systems		Integrated	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Kratos Public Safety		Kratos	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Mesiner Electric Totals		Mesiner	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Peerson Audio		Peerson	\$86,979.72	\$0.00	\$86,979.72				\$86,979.72	100.00%	\$0.00	0.00%						
		Pro Sound, Inc.		Pro Sound	\$493,061.00	\$493,061.00	\$0.00				\$0.00	0.00%	\$0.00	0.00%						
		Protect Video Totals		Protect	\$517,797.44	\$182,472.30	\$335,325.14				\$486,713.44	94.00%	\$335,325.14	100.00%						
		Red Hawk		Red Hawk	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Securitas Electronic Security		Securitas	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Security & Sound Sytems Totals		Security & Sound	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Siemens		Siemens	\$154,807.07	\$154,807.07	\$0.00				\$6,200.00	4.00%	\$0.00	0.00%						
		Simplex Grinnell Totals		Simplex	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Triad		Triad	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Universal Cabling Totals		Universal	\$25,557.00	\$25,557.00	\$0.00				\$25,557.00	100.00%	\$0.00	0.00%						
		Innuvo, Inc.		Innuvo	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		Intranet Communciations Group, Inc.		Intranet	\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%						
		<b>Total</b>			<b>\$2,434,391.71</b>	<b>\$1,378,101.92</b>	<b>\$1,056,289.79</b>				<b>\$908,838.42</b>	<b>37.33%</b>	<b>\$463,429.14</b>	<b>43.87%</b>						