

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-003 to the annual sports field lighting installation contract (R2019-1312) with Davco Electrical Contractors Corp. (Contractor) in the amount of \$357,473 for the Caloosa Park-Sports Field Lighting Replacement project for a period of 150 calendar days from notice to proceed.

Summary: The project consists of the replacement of the sports field lighting at the tennis and basketball courts located at Caloosa Park. The sports field lighting at the tennis and basketball courts have outlived their useful life and will be replaced with new high efficiency LED lighting and controls. The replaced lighting will be more efficient and provide years of dependable service. Work Order 23-003 authorizes the construction services necessary to furnish all materials, labor, supervision, permits and supplies necessary for the Caloosa Park-Sports Field Lighting Replacement project. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 150 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$200 per day. This Work Order was solicited pursuant to the annual sports field lighting installation contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual sports field lighting installation contract was presented to the Goal Setting Committee on March 20, 2019. The Committee applied the following Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$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 for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is greater than \$100,000, the price preference API was applied. There is no SBE participation for this Work Order. Cumulative SBE participation on the annual sports field lighting installation contract is 17.77%. The Contractor is a Palm Beach County business. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 4 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on January 12, 2023 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-003
- 4. Bid Summary
- 5. Annual Contract - Sports Field Lighting Installation #17217.1: Control Sheet

Recommended by:  Department Director 4/19/23 Date

Approved by:  County Administrator 4/25/23 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$357,473	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$357,473	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u> X </u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u> X </u>

Budget Account No: Fund 3950 **Dept** 581 **Unit** T011-23 **Object** 6504

CONSTRUCTION	\$357,473.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$357,473.00

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

Funding for this project will be from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: Robert Eric Nudella
rbbm

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u>Suman</u> 4/17/23 OFMB 4/14 @sw 4-17-23</p>	<p><u>Aug. Javelent</u> 4/20/23 Contract Development and Control 7/10 4/20/23</p>
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B. Legal Sufficiency:

[Signature] 4/24/23
 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: 19586-R1
Project Name: Caloosa Park-Sports Field Lighting Replacement (Re-bid)
Location: 1300 S.W. 35th Avenue, Boynton Beach, Florida 33426



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/2/23 PHONE: 561-233-2057
PROJECT MANAGER: Mitch Silverman, Project Manager
PROJECT TITLE: Caloosa Park – Sports Field Lighting replacement (re-bid)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$0 IST PLANNING NO.:
BCC RESOLUTION#:
REQUESTED AMOUNT: \$357,473.00 DATE:

eFDO # / PROJECT NUMBER: 2019-051592 / 19586-R1

W.O. NUMBER:

CSA or CHANGE ORDER NUMBER:

SERVICE LOCATION: 1300 SW 35th Ave., Boynton Beach

BUILDING NUMBER:

CONSULTANT/CONTRACTOR: Davco Electrical Contractors Corp. (sports field lighting)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and
reasonably incidental to replace tennis and basketball sport field lighting per Attachment "C" and Addendum 1 provided
by Capital Improvements Division.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$357,473.00), PROFESSIONAL SERVICES (\$ 0), STAFF COSTS* (\$ 0), EQUIP. / SUPPLIES (\$ 0), CONTINGENCY (\$ 0), and TOTAL (\$ 357,473.00).

* 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: 3950 DEPT: 581 UNIT: T011-23 OBJ: 6504

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

Ad Valorem (Amount \$) Infrastructure Sales Tax (Amount \$ 357,473.00)
State (source/type: Amount \$) Federal (source/type: (Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

DEPARTMENT: Parks and Recreation

BAS APPROVED BY: [Signature]

DATE 3/3/23

ENCUMBRANCE NUMBER:

Project Name: Caloosa Park – sports field lighting replacement (re-bid)
Project No. 19586-R1

Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

8. Except as 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.

Project Name: Caloosa Park – sports field lighting replacement (re-bid)

Project No. 19586-R1

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:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

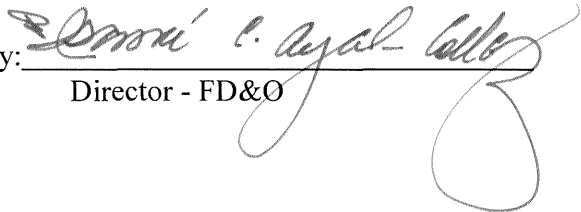
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney


By:  _____
Director - FD&O

Project Name: Caloosa Park – sports field lighting replacement (re-bid)
Project No. 19586-R1

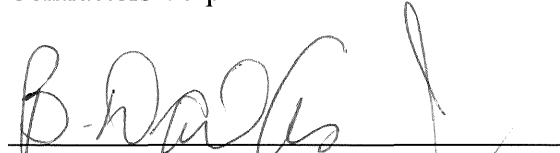
WITNESS: FOR CONTRACTOR

CONTRACTOR: Davco Electrical
Contractors Corp.

SIGNATURE



Signature



Signature

Mark Komar

B. David Collins, Jr.

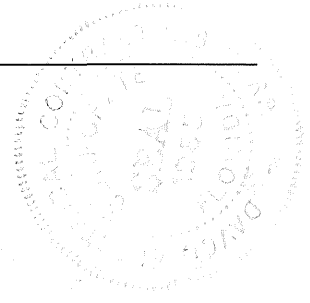
Name (type or print)

Name (type or print)

President

Title

(Corporate Seal)



5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 12-07-2022 Addendum # _____ dated _____
Addendum # _____ dated _____ Addendum # _____ dated _____

The undersigned has included the signed addenda, if issued, in its bid package.

7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

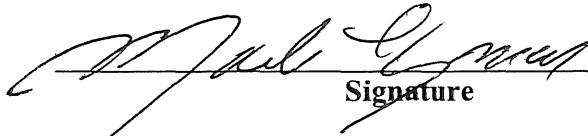
QUOTE/BID PROVIDED BY:

Davco Electrical Contractors Corp

Contractor Firm Name

January 12, 2023

Date



Signature

Mark Komar , Vice President

Print Name and Title

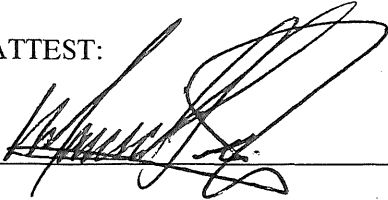
Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted

PROJECT NUMBER: 19586-R1
PROJECT NAME: Caloosa Park - Sports Field Lighting Replacement (RE-BID)
DATE: January 12, 2023

IN WITNESS WHEREOF, the said Davco Electrical Contractors Corp.
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 12th day of January, A.D., 2023.

ATTEST:

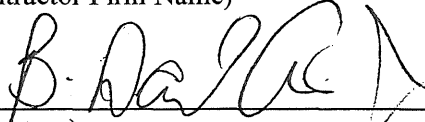
(SEAL)



MARCIAL SENI JR.
Print Name

TITLE: Estimator


Davco Electrical Contractors Corp.
(Contractor Firm Name)

By: 
(Signature)

Bruce David Collins Jr. / President
Print Name and Title:

ATTEST:


(SEAL)



Rita Lazarides
Print Name

TITLE: Witness

Arch Insurance Company
(Surety Name)

By: 
(Signature)

Brett Rosenhaus, Attorney-in-Fact
& Florida Licensed Agent
Print Name and Title:

Bid Bond 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, David R. Hoover and Jarrett Merlucci 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 December 10, 2020, 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 December 10, 2020:

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 December 10, 2020, 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 2nd day of June, 2022.

Attested and Certified

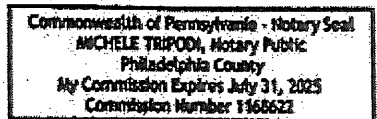
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak 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 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 2, 2022 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 Stephen C. Ruschak, 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 12 day of January 2023.

Regan A. Shulman, 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.

ATTACHMENT "A"
**(for Fire Alarm, IAQ Remediation, Overhead Doors,
Plumbing, Sportslighting Install)**

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION
PROCUREMENT**

The API(s) approved for this project are selected below by . 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.

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 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 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.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Caloosa Park - Sports Field Lighting Replacement (RE-BID) SOLICITATION/PROJECT/BID NO.: 19586-R1

SOLICITATION OPENING/SUBMITTAL DATE: January 12,2023 @2:00PM COUNTY DEPARTMENT: FDO/CID

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Davco Electrical Contractors Corp ADDRESS: 4885 Park Ridge Blvd., Boynton Beach, FL. 33426

CONTACT PERSON: Mark Komar PHONE NO.: 561-732-3434 E-MAIL: mkomar@davcoelectric.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____ Non-SBE MBE WBE SBE

*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. Davco Electrical Contractors Corp 4885 Park Ridge Blvd. Boynton Beach FL. 33426	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$357,473.00		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$357,473.00 Total \$357,473.00

Total Certified S/M/WBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge: Mark Komar  Vice President
Name & Authorized Signature Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any 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 the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19586-R1

SOLICITATION/PROJECT NAME: Caloosa Park - Sports Field Lighting Replacement (RE-BID)

Prime Contractor: Davco Electrical Contractors Corp Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American Caucasian 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.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

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: _____

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: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Davco Electrical Contractors Corp

Print Name of Prime

By: 
Authorized Signature

Mark Komar

Print Name

Vice President

Title

Date: January 12, 2023

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

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

Contact: Stuart Patterson, PM, Capital Improvements Division
Phone: (561)233-0705
Project Title: Caloosa Park - Sports Field Lighting Replacement(RE-BID)
Project #: 19586-R1
Project Location: 1300 SW 35th Avenue, Boynton Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of 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 for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- 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 150 (one hundred fifty) calendar days from notice to proceed. 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 \$200 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

To furnish all material, labor, supervision, permits, and supplies necessary to replace tennis and basketball sport field lighting per the project requirements provided below:

- a. Contractor is responsible for adhering to the project requirements detailed in the attached engineer’s drawings (see Exhibit “1”) and Specifications in Exhibit “2”, and in accordance with attached Musco Lighting Submittal in Exhibit “3”.

- b. Work subject to no more than one-hour variances from typical hours, depending on specific park requirements. 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 p.m. daily.

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 its 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 Project Manager 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 established, operated and maintained to ensure the 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/or around Playing Fields shall be restored to their original conditions prior to 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 p.m. 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.
- g. Contractors shall adhere to the requirements detailed in Exhibit "1".

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, poles, electrical panels/rooms, etc. will be scheduled on what days. 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 the Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

If demolished materials are to be kept on-site more than twenty-four (24) hours prior to removal, the Contractor must notify and receive approval from the Project Manager.

In the event that any single field needs to be shut down for any amount of time outside the hours of 4:00 p.m. to 7:00 a.m., the Contractor must provide at least (72) hours' notice. The Project Manager 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 the Project Manager in writing, will become part of the Contractors' scope. All other items identified in writing, if approved, shall result in a potential 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 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

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
 No Background Check

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
CAPITAL IMPROVEMENT DIVISION**

PROJECT NAME: Caloosa Park - Sports Field Lighting Replacement (RE-BID)

PROJECT NUMBER: 19586-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 12/7/2022

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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.


CHANGE TO INVITATION FOR QUOTE/BID

1. **Mandatory Pre-Bid Conference** – delete and replace with the following:

Mandatory Pre-Bid Conference. There will be a *Mandatory Pre-Bid Meeting* at Caloosa Park (meeting in parking lot, north side of Tennis Courts), located at 1300 SW 35th Avenue, Boynton Beach, FL at 2:00 p.m. on December 21, 2022. The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid. **The work is to be done under the terms and conditions of Palm Beach County's Annual Contract – Sports Field Lighting as supplemented by this Invitation for Quote/Bid. You must attend this meeting if you intend to bid this work.**

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:


Mark Komar, Vice President

END OF ADDENDUM



DAVCELE-01

SNIEDERMEYER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2023

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).

PRODUCER Collinworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME: Susan Niedermeyer PHONE (A/C, No, Ext): E-MAIL ADDRESS: Sniedermeyer@caffllc.com FAX (A/C, No):												
INSURED Davco Electrical Contractors Corp. 4885 Park Ridge Blvd Boynton Beach, FL 33426	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: Continental Casualty Co</td> <td>NAIC # 20443</td> </tr> <tr> <td>INSURER B: National Fire Insurance Co</td> <td></td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER F: AGCS Marine Insurance Co</td> <td>22837</td> </tr> </table>	INSURER A: Continental Casualty Co	NAIC # 20443	INSURER B: National Fire Insurance Co		INSURER C: Continental Insurance Company	35289	INSURER D: Valley Forge Insurance Company	20508	INSURER E: Berkley Assurance Company	39462	INSURER F: AGCS Marine Insurance Co	22837
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INSURER E: Berkley Assurance Company	39462												
INSURER F: AGCS Marine Insurance Co	22837												

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSTR	TYPE OF INSURANCE	ADDL. SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	7018105665	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		7018105679	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		7018105696	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below		7036665832	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability		PCXB50179760423	3/31/2023	3/31/2024	Each/Aggregate 2,000,000
F	Equipment Floater		MXI9307982452364	3/31/2023	3/31/2024	Leased/Rented 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project 19563 & 17217.10-PBC2 When required by written contract, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are included as additional insured as respects General Liability

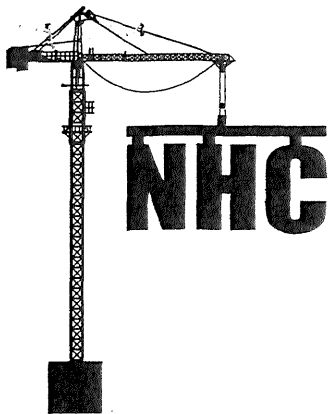
CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
 c/o Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411-5603

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



NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



March 14, 2023

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

RE: Palm Beach County, as Obligee
Caloosa Park – sports field lighting replacement (re-bid) #19586-R1, as Project
Bond No. SU1184734

Dear Ladies and Gentlemen:

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


Executed Contract with Date: X _____

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

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
Florida Licensed Agent



220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

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, David R. Hoover and Jarrett Merlucci 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 December 10, 2020, 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 December 10, 2020:

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 December 10, 2020, 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 2nd day of June, 2022.

Attested and Certified

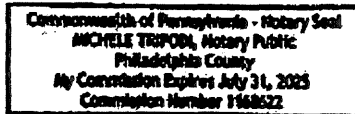
Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak 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 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 2, 2022 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 Stephen C. Ruschak, 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 14 day of March, 2023.

Regan A. Shulman
Regan A. Shulman, 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.

PUBLIC CONSTRUCTION BOND

BOND NUMBER SU1184734

BOND AMOUNT \$357,473.00

CONTRACT AMOUNT \$357,473.00

CONTRACTOR'S NAME: Davco Electrical Contractors Corp.

CONTRACTOR'S ADDRESS: 4885 Park Ridge Boulevard, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: (561) 732-3434

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: Caloosa Park – sports field lighting replacement (re-bid)

PROJECT NUMBER: 19586-R1

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replace tennis and basketball sport field lighting.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

1300 SW 35th Ave., Boynton 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 \$357,473.00

Three hundred fifty-seven thousand four hundred seventy-three 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: Caloosa Park – sports field lighting replacement (re-bid)
Project No.: 19586-R1
Project Description: Replace tennis and basketball sport field lighting
Project Location: 1300 SW 35th Ave., Boynton Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: JLRD, Inc.
LOCATION OF FIRM: 1450 Centrepark Blvd., #350, West Palm Beach
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 replacing tennis and basketball sport field lighting, 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. Dated _____, 20__.

Mark Komar
Witness Mark Komar

Rita Lazarides
Witness Rita Lazarides

Davco Electrical Contractors Corp.
Principal (Seal)

B. David Collins Jr.
(Print Name and Title)

B. David Collins Jr.
President

Arch Insurance Company

Surety (Seal)

Brett Rosenhaus

(Print Name and Title) Brett Rosenhaus
Attorney-in-Fact
& FL Licensed Agent

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: If Contractor is a Partnership, all partners must execute bond.

BOND 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, David R. Hoover and Jarrett Merlucci 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 December 10, 2020, 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 December 10, 2020:

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 December 10, 2020, 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 2nd day of June, 2022.

Attested and Certified

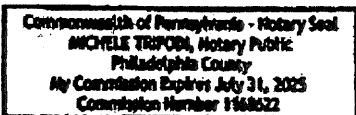
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak 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 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 2, 2022 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 Stephen C. Ruschak, 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__.

Regan A. Shulman, 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: Davco Electrical Contractors Corp. and Surety Name: Arch Insurance Company

We the undersigned hereby guarantee that the (Caloosa Park – sports field lighting replacement (re-bid); #19586-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

Davco Electrical Contractors Corp.
(Contractor Name) (Seal)

By: *B. David Collins, Jr.*
(Contractor Signature)
B. David Collins, Jr. President
(Print Name and Title)

Arch Insurance Company
(Surety Name) (Seal)

By: *Brett Rosenhaus*
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact & FL Licensed Agent
(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, David R. Hoover and Jarrett Merlucci 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 December 10, 2020, 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 December 10, 2020:

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 December 10, 2020, 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 2nd day of June, 2022.

Attested and Certified

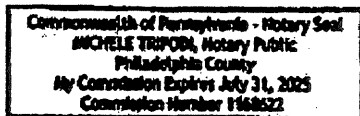
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak 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 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 2, 2022 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 Stephen C. Ruschak, 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.

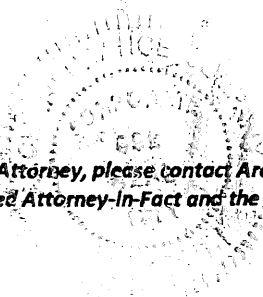
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ___ day of ___, 20__.

Regan A. Shulman, 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.

