



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Page 1 of 1

Transmittal From: Parks and Recreation  
Department

Delivered by: Jessica Both  
Name

Date of Transmittal: 6/1/11

City Clerk's Date Stamp



The following record (master) copy is being transmitted to the Office of the City Clerk:

- ☐ Contract
- ☐ Agreement
- ☐ Lease
- ☐ Deed

- ☐ Vehicle Title
- ☐ Special Magistrate Order
- ☐ Other:

☒ Bond Documentation

Is this record (master) copy to be recorded with the County Clerk? ☐ Yes ☒ No

Description of Record Copy:

Performance Bond - Ducco Electrical Contractors

## Office of the City Clerk Administrative Use Only

Received by: Kristina Gomez

Reviewed for completion by: Barbara Herrera

Returned to originating Department for the following corrections on N/A  
Date

Archived in the Office of the City Clerk on 6/1/11 (Date)

Copy provided in electronic format to originating Department on 6/1/11 (Date)

**FORM OF PERFORMANCE BOND**      Bond Number: SU1039422

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, Davco Electrical Contractors Corp., as Principal, hereinafter called Contractor, and Arch Insurance Company, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of Forty Seven Thousand Two Hundred Ninety Two and 00/100 Dollars (\$ \$47,292.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB# 2011-06A, awarded the day of \_\_\_\_\_, 2011, with City for Park Volleyball Courts Lighting, in accordance with drawings (plans) and specifications \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for Park Volleyball Courts Lighting, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within ONE (1) YEAR.
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.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER,


or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this 26 day of May, 2011.

WITNESSES:

  
Joseph Goater Sr.  
(Name of Corporation)

By:

  
David J. Blotnick  
Secretary

(CORPORATE SEAL)

  
B. David Collins Jr. President  
(Signature and Title)

Davco Electrical Contractors Corp

(Type Name & Title signed above)

IN THE PRESENCE OF:

1. The above information is being furnished to you for your information only and is not to be used for any other purpose.

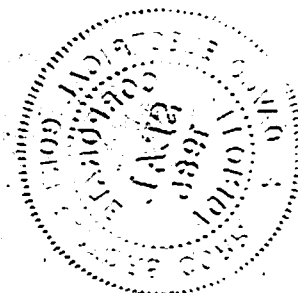
1. The above information was obtained from the records of the [redacted] and is being furnished to you for your information. The information is being furnished to you in confidence and is not to be disclosed to the public.

1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785

no protest of interest could

[illegible]

30 23 46 24 24 24



INSURANCE COMPANY:

Arch Insurance Company



By: Brett Rosenhaus

\*(Agent and Attorney-in-Fact)

3 Parkway, ste. 1500

Address:

(Street)

Philadelphia, PA 19102

215-606-1621

Telephone No.: ( )

\* (Power of Attorney must be attached)

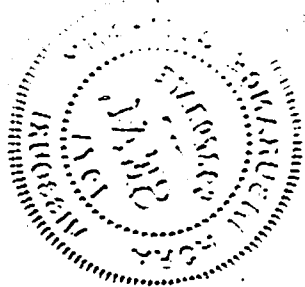
State of

Florida

County of

Palm Beach

On this, the 24 day of May, 2011, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by B. David Collier Jr. (name of Corporate officer), President (title), of Dyno Electric Contractors Corp. (name of Corporation), a Florida (state of corporation) corporation, on behalf of the corporation.



RECEIVED - DEPARTMENT OF JUSTICE

*[Handwritten signature]*

RECEIVED - DEPARTMENT OF JUSTICE  
JAN 1 1961

RECEIVED - DEPARTMENT OF JUSTICE

JAN 1 1961

JAN 1 1961

RECEIVED - DEPARTMENT OF JUSTICE

JAN 1 1961

JAN 1 1961

JAN 1 1961

*[Faint handwritten notes]*

*[Faint handwritten notes and signatures]*

WITNESS my hand  
and official seal

[Signature]

Jasmin Salinas

Printed, typed or stamped name of Notary Public exactly as  
commissioned



- ☒ Personally known to me, or  
☒ Produced Identification:

- ☒ Did take an oath, or  
☒ Did not take an oath

Arch Insurance Company

Bonded by:



**FRONT PAGE OF  
PUBLIC PAYMENT BOND**  
Florida Statute 255.05

**BOND NO. SU1039422**

**CONTRACTOR:** Davco Electrical Contractors Corp.  
4885 Park Ridge Blvd.  
Boynton Beach, FL 33426  
561-732-3434

**SURETY:** Arch Insurance Company  
3 Parkway #1500  
Philadelphia, PA 19102  
813-207-0592

**AGENT:** Nielson, Rosenhaus & Associates  
4000 South 57<sup>th</sup> Avenue, Suite 201  
Lake Worth, FL 33463  
(561) 432-5550

**OBLIGEE:** City of Doral  
8300 NW 53<sup>rd</sup> Street, Ste. 202  
Doral, FL 33166  
305-593-6725

**PROJECT:**

Park Volleyball Courts Lighting



**FORM OF PAYMENT BOND    Bond Number: SU1039422**

**KNOW ALL MEN BY THESE PRESENTS:**

That, pursuant to the requirements of Florida Statute 255.05, we, Davco Electrical Contractors Corp., as Principal, hereinafter called Contractor, and Arch Insurance Company, as Surety, are bound to the City of Doral, Florida, as Oblige, hereinafter called City, in the amount of Park Volleyball Courts Lighting Dollars (\$ \$47,292.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, ITB# 2011-06A, awarded the day of \_\_\_\_\_, 2011, with the City for Park Volleyball Courts Lighting, in accordance with specifications prepared by the City of Doral \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the Contractor:**

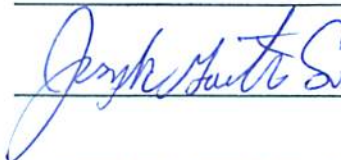
1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

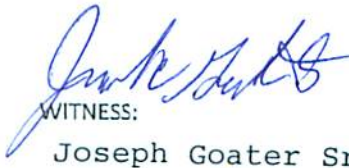
Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESS:



By: Joseph Goater Sr.  
Senior Project Manager  
(Signature and Title)

(CORPORATE SEAL)

  
WITNESS:  
Joseph Goater Sr.

  
David J. Blotnick  
Secretary

\_\_\_\_\_  
(Type Name and Title signed above)

Davco Electrical Contractors Corp.  
(Name of Corporation)

By:   
B. David Collins Jr., President  
(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

ARCH Insurance Company

By: 

\*Agent and Attorney-in-Fact



Address: 3 Parkway, ste. 1500

(Street) Philadelphia, PA

(City/State/Zip Code) 19102

Telephone No.: ( 215 ) 606-1621

\* (Power of Attorney must be attached)

State of Florida  
County of Palm Beach

On this, the 24th day of May, 2011, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by B. David Collins Jr. (name of corporate officer), President (title), of DATA ELECTRONICS CORP. (name of Corporation), a (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand  
and official seal

Jasmin Salinas

Notary Public, State of

Jasmin Salinas

Printed, typed or stamped name of Notary Public exactly as  
commissioned



☒ Personally known to me or  
☒ Produced identification: \_\_\_\_\_

(type of identification produced)

☒ Did take an oath, or  
☒ Did not take an oath

## POWER OF ATTORNEY

Know All Men By These Presents:

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

Brett Rosenhaus and Jason Katz of Lake Worth, FL (EACH)

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 and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

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 Company may revoke this appointment at any time.

The execution of such bonds and undertakings 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 office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, 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 any Vice President, 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 to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, 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 March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, 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 March 3, 2003, 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 8th day of September, 2009.

Arch Insurance Company

Attested and Certified

  
Martin J. Nilsen, Secretary

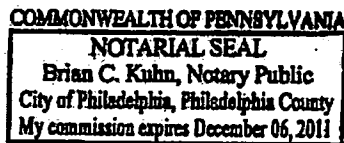



  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and 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.

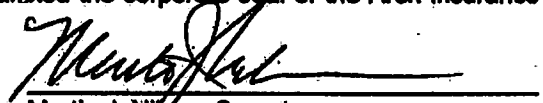


  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

**CERTIFICATION**

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 8, 2009 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 J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected 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\_\_\_\_.

  
Martin J. Nilsen, 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 Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102**

