

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 15, 2007

Consent
 Workshop

Regular
 Public Hearing

Department: **Facilities Development and Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 12 to the Contract with Catalfumo Construction, Ltd. (R2003-1543) in the amount of \$1,475,068.27 to increase the cost of the Palm Beach Sheriff's Office (PBSO) Aviation Unit Facility, establishing a total Guaranteed Maximum Price (GMP) of \$5,650,000.

Summary: This project consists of a new hangar for PBSO (with a sublease to West Palm Beach Police) and relocation of the existing fuel facility to a location acceptable to the Department of Airports (DOA). On September 12, 2006, the Board approved Amendment No. 10 with Catalfumo Construction, Ltd. (R2006-2007) for construction management services for the construction of a 16,320 square foot Aviation Unit Facility, in the amount of \$4,174,931.73. This price was based on a conceptual program absent of detailed plans. Subsequent to approval, the design development process unveiled unforeseen code requirements, additional operational considerations, and airport-related constructability issues which impacted the scope of the project. These factors resulted in increased costs beyond those established in the original price.

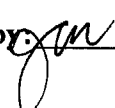
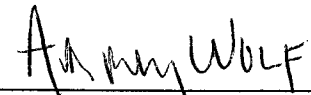
Amendment No. 12 encompasses these additional costs with a revised completion time of 335 days for the hangar and 90 additional days for the fuel tank relocation. The SBE goal for this project is 15%. Catalfumo is aware of the SBE requirement and has reconfirmed to staff its commitment to exceed that goal. Catalfumo's builder's risk insurance will include wind coverage with a 10% deductible, which has been approved by Risk Management. **(Capital Improvements Division) District 2 (JM)**

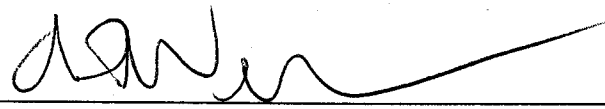
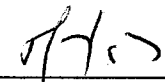
Background and Justification: The existing PBSO Aviation hangar was constructed in 1984 for storage, operation, and maintenance of helicopters and fixed wing aircraft. As the facility is over 21 years old, modernization and rehabilitation is required. Recently, DOA withheld approval of the expansion and renovation of the existing facility in order to preserve DOA's ability to implement future airfield improvements. This required the construction of a new hangar and relocation of the fuel facilities in lieu of the renovation and expansion plans.

Construction Manager (CM) at Risk is a project delivery method in which the CM provides design-phase assistance in evaluating costs, schedule, alternate designs, systems, and materials and then serve as the General Contractor issuing subcontracts for construction. Catalfumo is under contract to provide these services on a continuing annual basis. Catalfumo has been assisting the architect and staff in design development and value engineering.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 12

Recommended by:   4/25/07
Department Director Date

Approved by:  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$1,475,068.27	0	0	0	0
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,475,068.27				

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Account No: Fund 9800 Dept 411 Unit B356 Object 6502
Reporting Category _____

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

III. REVIEW COMMENTS:

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

[Signature] 5-2-07
5/2/07 OFMB *ON 5-2-07*

[Signature] 5/3/07
5/3/07 Contract Administrator

This amendment complies with our review requirements.

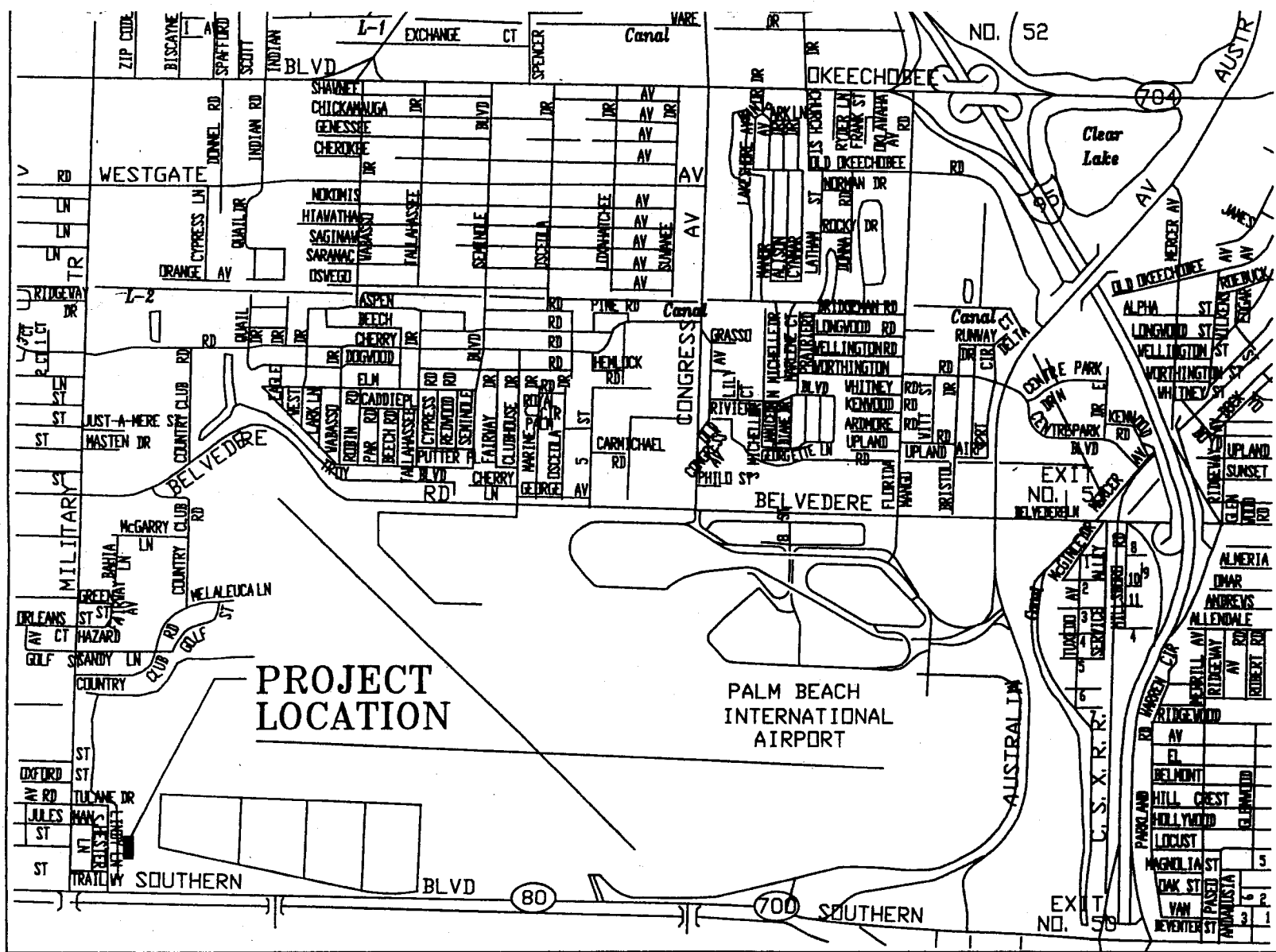
B. Legal Sufficiency:

[Signature] 5/1/07
Assistant County Attorney

C. Other Department Review:

Department Director

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



SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST

LOCATION MAP

N. T. S.



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 04/09/07

REQUESTED BY: Dave Dolan

PHONE: 233-0280

FAX: 233-0270

PROJECT TITLE: PBSO Aviation Unit Hangar

PROJECT NO.: 03205

ORIGINAL CONTRACT AMOUNT: \$4,174,931.73

BCC RESOLUTION#: R2006-2007

DATE: 9/12/06

REQUESTED AMOUNT: \$1,475,068.27

CSA or CHANGE ORDER NUMBER: Amendment No. 12

CONSULTANT/CONTRACTOR: Catalfumo Construction, Ltd.

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

Increase in GMP Construction Contract - \$1,475,068.27
(When added to the previously-encumbered \$4,174,931.73 totals \$5,650,000.00)

CONSTRUCTION	\$1,475,068.27
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Constr. Phase)	_____
MISC. (permits, prints, advertising, etcetera)	_____
TOTAL	\$1,475,068.27

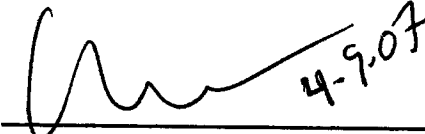
** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: ³⁸⁰⁰~~2803~~ DEPT: 411 UNIT: B356 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER

FEDERAL/DAVIS BACON

BAS APPROVED BY:  4-9-07

DATE:

~~PENDING~~ BCC TRANSF.

ENCUMBRANCE NUMBER:

**AMENDMENT # 12 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
PBSO AVIATION UNIT FACILITY
PROJECT NO. 03205**

WHEREAS, the Owner and Construction Manager (Catalfumo Construction, Inc.) acknowledge and agree that the Contract between Owner and Construction Manager dated 09/23/03 (R2003-1543) is in full force and effect and that this Amendment merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other issues as set forth herein and in the Contract;

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

(1) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to increase the Guaranteed Maximum Price to **\$5,650,000 (addition of \$1,475,068.27)** for the construction costs of the new **PBSO Aviation Unit Facility**. Refer to Exhibit A. The GMP is based on the following: 95% construction plans dated 12/01/06 and specifications dated 10/30/06, as compiled by Stephen Boruff, AIA, Architects & Planners, Inc.

(2) **SCHEDULE OF TIME FOR COMPLETION**

The time of completion established in Amendment No. 10 will be revised as follows: The Construction Manager shall substantially complete the new Hangar Building (excluding demolition of the existing building, relocation of the retention basin and relocation of the Jet-A fuel tank) within 335 calendar days from Notice to Proceed. Liquidated damages shall be \$150/day for the new hangar portion. The Construction Manager shall substantially complete the demolition, basin and tank relocation within 90 calendar days of Substantial Completion of the new hangar.

(3) **ATTACHMENTS:** Exhibit A - GMP Proposal
Public Construction Bond Rider
Form of Guarantee
Updated Insurance Certificate(s)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

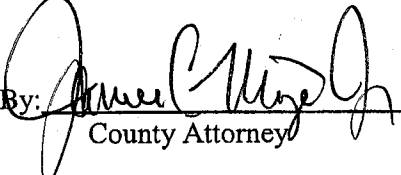
PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

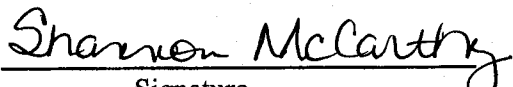
APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE


CONSTRUCTION MANAGER:
By: Catalfumo Construction, Ltd.
(Corporate Name)


Signature

a Florida Limited Partnership
(Insert state of incorporation)

Shannon McCarthy
Name (type or print)

By: Catalfumo Construction, Inc.,
a Florida Corp., its general partner


Signature

Daniel S. Catalfumo
Name (type or print)

President
Title

(Corporate Seal)

EXHIBIT A

PBSO AVIATION FACILITY
 PALM BEACH COUNTY JOB NUMBER: 03205 - CATALFUMO JOB NUMBER: 06-013-00
CATALFUMO CONSTRUCTION, Ltd.

DESIGN BASIS 16,760 sf BUILDING

SUMMARY BUDGET ITEMS - GMP FORMAT

DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP
PRECONSTRUCTION MANAGERS FEE		\$ 32,281.03	0.57%
CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT)		\$ 678,347.85	12.01%
OFF-SITE	\$ 75,955.50		1.34%
ON-SITE	\$ 319,892.35		5.66%
OVERHEAD & PROFIT	\$ 282,500.00		5.00%
COST OF THE WORK		\$ 4,732,492.88	83.76%
GENERAL CONDITIONS	\$ 272,545.32		4.82%
CSI DIVISIONS 1 THROUGH 16	\$ 4,459,947.55		78.94%
SUBTOTAL		\$ 5,443,121.75	96.34%
BONDS		\$ 45,945.00	0.81%
INSURANCE & BUILDERS RISK		\$ 146,900.00	2.60%
SALES TAX RECOVERY		\$ (42,466.75)	-0.75%
SUBTOTAL		\$ 5,593,500.00	99.00%
CONSTRUCTION CONTINGENCY		\$ 56,500.00	1.00%
GUARANTEED MAXIMUM PRICE		\$ 5,650,000.00	100.00%
CONSTRUCTION BUDGET		\$ 5,650,000.00	
VARIANCE		\$ 0.00	

BOND RIDER

To be attached to and form a part of Bond # 964007946 dated _____ and issued on behalf of Catalfumo Construction, Ltd. as principal and Liberty Mutual Insurance Company as surety to Palm Beach County Board of County Commissioners as obligee. It is hereby understood and agreed that the bond is changed or revised in the particular manner as listed below:

Bond Amount Increased :

From: \$4,174,931.73

To: \$5,650,000.00

This Rider shall become effective as of March 27, 2007.

In witness whereof, Liberty Mutual Insurance Company has caused its corporate seal to hereunto be affixed this 27th day of March 2007.

Liberty Mutual Insurance Company

By: _____



Brett Rosenhaus, Attorney-in-fact and FL Resident Agent

1866151

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA**

.....
.....
....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100******* DOLLARS (\$ **50,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2006

LIBERTY MUTUAL INSURANCE COMPANY

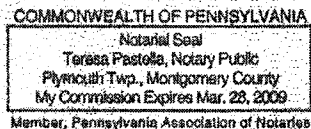
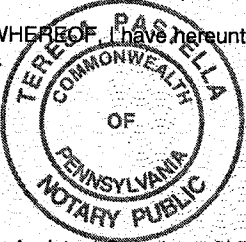
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of March, 2007.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 964007946

BOND AMOUNT: \$4,174,931.73

CONTRACT AMOUNT: \$4,174,931.73

CONTRACTOR'S NAME: Catalfumo Construction, Ltd.

CONTRACTOR'S ADDRESS: 4300 Catalfumo Way

Palm Beach Gardens, FL 33410

CONTRACTOR'S PHONE: (561) 694-3000

SURETY COMPANY: Liberty Mutual Insurance Company

SURETY'S ADDRESS: 175 Berkeley Street

Boston, MA 02117

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 3200 Belvedere Road, Bldg. 1169

West Palm Beach, FL 33406

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: PBSO Aviation Unit Facility

single story metal building and associated site work

PROJECT LOCATION: 4345 Southern Blvd.

West Palm Beach, FL 33406

LEGAL DESCRIPTION: _____

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

Four Million One Hundred Seventy Four Thousand Nine Hundred Thirty One and 73/100 Dollars (\$ 4,174,931.73)

(Here insert a sum equal to the Contract Price)

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: PBSO Aviation Unit Facility
Project No.: 03205
Project Description: single story metal building and associated site work
Project Location: 4345 Southern Blvd., West Palm Beach FL 33406

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM Steve Boruss
LOCATION OF FIRM 901 North Point Parkway, West Palm Beach FL 33407
PHONE (561) 471-8520
FAX (561) 471-8539

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 , 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 and Surety waives notice of 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.
8. 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 255.03, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness



Catalfumo Construction, Ltd.
By: Catalfumo Construction, Inc. its
general partner

Principal

(Seal)

Title Daniel S. Catalfumo, President

Witness



Liberty Mutual Insurance Company
Surety

(Seal)

Title Brett Rosenhaus, Attorney in Fact
and Florida Resident Agent

1866110

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January, 2006

LIBERTY MUTUAL INSURANCE COMPANY

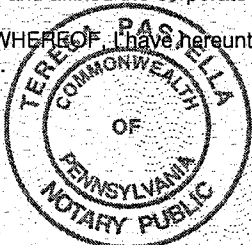
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss. COUNTY OF MONTGOMERY

On this 4th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires Mar. 28, 2009 Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 17th day of August, 2006



By David M. Carey, Assistant Secretary

value guarantees.

currency rate, interest rate or risk

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Catalfumo Construction, Ltd.
and Liberty Mutual Insurance Company

PBSO Aviation Unit Facility , 03205

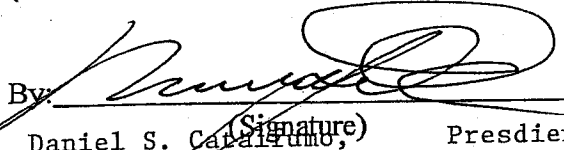
We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. 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.

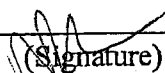
DATED _____
(Date of substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY
Catalfumo Construction, Ltd.
By: Catalfumo Construction, Inc. its
general partner

(Contractor) (Seal)

By: 
Daniel S. Catalfumo, President

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
Brett Rosenhaus, Attorney in Fact
and Florida Resident Agent

1866113

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint BRETT ROSENHAUS, JASON KATZ, ALL OF THE CITY OF LAKE WORTH, STATE OF FLORIDA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of January 2006

LIBERTY MUTUAL INSURANCE COMPANY

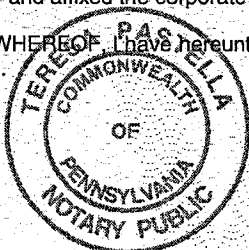
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of January, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this ___ day of ___



By David M. Carey
David M. Carey, Assistant Secretary

value guarantees.

currency rate, interest rate or resi

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACORD CERTIFICATE OF LIABILITY INSURANCE

04/13/2007

PRODUCER (305)822-7800 FAX
 Collinsworth, Alter, Fowler, Dowling & French
 P. O. Box 9315
 Miami Lakes, FL 33014-9315
 Lourdes Randolph

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED Catalfumo Construction Ltd.

 4300 Catalfumo Way
 Palm Beach Gardens, FL 33410

INSURER A: Zurich American Ins. Co.
 INSURER B: Zurich American Ins. Co.
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL09137770-0	05/15/2006	05/15/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GENERAL AGGREGATE	\$ 2,000,000				
						PRODUCTS - COMPIOP AGG	\$ 2,000,000
B		AUTOMOBILE LIABILITY	BAP380808802	05/15/2006	05/15/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC380808902	05/15/2006	05/15/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Project 03205, PBSO Aviation Unit Facility. Palm Beach County, a political subdivision of the State of Florida, is named additional as respects Commercial General Liability, per policy terms and conditions.

*10 Day Notice of Cancellation will apply for nonpayment.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County
 c/o Capital Improvements Div
 3200 Belvedere Road, Bldg 1169
 West Palm Beach, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Me1 Wiesel/LBR

Mel Wiesel

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
04/05/2007

PRODUCER (305)822-7800 FAX (305)558-4294
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Attn Lourdes Randolph Ext 244

COMPANY A Hartford Insurance Company
COMPANY B
COMPANY C
COMPANY D

INSURED Palm Beach County Board of County Commissioners
160 Australian Avenue
West Palm Beach, FL 33406
Attn: Dick Cohen

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	PROPERTY CAUSES OF LOSS BASIC BROAD SPECIAL EARTHQUAKE FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	X INLAND MARINE TYPE OF POLICY CAUSES OF LOSS NAMED PERILS X OTHER All Risk	21MSTE5510	04/23/2007	04/23/2008	X Builders Risk X Temp Loc X Transit	\$ 5,650,000 \$ 100,000 \$ 100,000 \$ \$ \$
	CRIME TYPE OF POLICY					\$ \$ \$
	BOILER & MACHINERY					\$ \$
	OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
PBSO Aviation Hanger at 4345 Southern Blvd., Palm Beach, FL 33406

SPECIAL CONDITIONS/OTHER COVERAGES
Certificate Holders is named as Additional Insured.

CERTIFICATE HOLDER

Catalfumo Constuction, Inc.,
4300 Catalfumo Way
Palm Beach Gardens, FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mei Wiesel/JGC

Mei Wiesel