

Agenda Item #:

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

Meeting Date: December 18, 2007 ☒ **X** **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Budget transfer of \$973,141 within the 22.3 M GO 06 Library Improvement Bond Fund from Improvement Program Reserves and remaining balances in various projects to the North County Branch Library project to fund the \$8,929,903 in construction cost; and

B) Amendment No. 15 to the contract with Catalfumo Construction Ltd. (R2003-1543) in the amount of \$8,929,903 for construction management services for the North County Branch Library establishing a Guaranteed Maximum Price (GMP) for construction of an 16,000 sf addition and renovation of the existing 24,000 sf library.

Summary: Amendment No. 15 is for the North County Branch Library and establishes a GMP of \$8,929,903 and 365 calendar days to complete the building construction and site work. A GMP is being approved at this time based on 50% design documents in order to secure a \$500,000 State of Florida grant. Despite the GMP being executed now, work cannot begin until the design phase is completed, permits are issued and site plan and building plans are approved by Palm Beach Gardens. Since the off-site work is not included in this GMP, 50% of the overall design effort remains, and final City approvals have yet to be secured; it is likely that a GMP supplement, possibly of \$1M, will be recommended at a later date. Funds for this GMP as well as the future GMP supplement are available in the project budget. The GMP includes the cost of work and the construction manager's fee associated with the work and a contingency. This contract utilizes the Sales Tax Exemption Program. The SBE goal for this contract is 15% and this project participation is 15%. **(Capital Improvements Division) District 1 (JM)**

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance in evaluation cost, schedule and implications of alternate designs, system and material, and serves as General Contractors issuing the subcontracts for construction. Catalfumo Construction Ltd. was chosen at 1 of 3 CMs for the Library Expansion Program. They have provided pre-construction services on this project. This Amendment establishes a GMP for the North County Branch Library and does not include off site improvements to the preserve and future development parcels or any changes to the site or building occurring as a result of Master Plan approval by the City of Palm Beach Gardens or delays in starting construction due to building permit delay while waiting on final site plan approval. Liquidated damages are not in effect for this project. Initial budgets were established for all projects in the FY 2004 Budget. As projects come online and budgets are set, funds must be transferred from reserves. The construction cost for this project is funded with revenue from the second GO bond issue.

Attachments:

1. Location map
2. Budget Transfer
3. Budget Availability Statement
4. Amendment No. 15

Recommended by: Anthony Wolf 12/17/07
Department Director Date

Approved by: Bob Miller 12/17/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$9,029,903.00	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$9,029,903.00	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Library Account

Budget Account No:

Fund 3752 Dept 321 Unit L050 Object 6502 Amount 5,000,000
3022 321 L050 Program 6502 4,100,000

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

Construction costs will be funded with a combination of Impact Fees and Revenues. This project was approved as part of the Library Expansion Program II. Current price of construction and services is \$9,029,903.

Construction \$8,929,903
 Staff costs 95,000
 Misc. 5,000
 Total \$9,029,903

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Budget and/or Contract Development & Control Comments:

12-17-07
 OFMB/Budget
12/17/2007 ADW 12-17-07 MD 12/17/07

12/17/07
 Contract Development and Control
12/17/07

This amendment complies with our review requirements.

Builder's Risk Insurance will be provided prior to commencement of work.

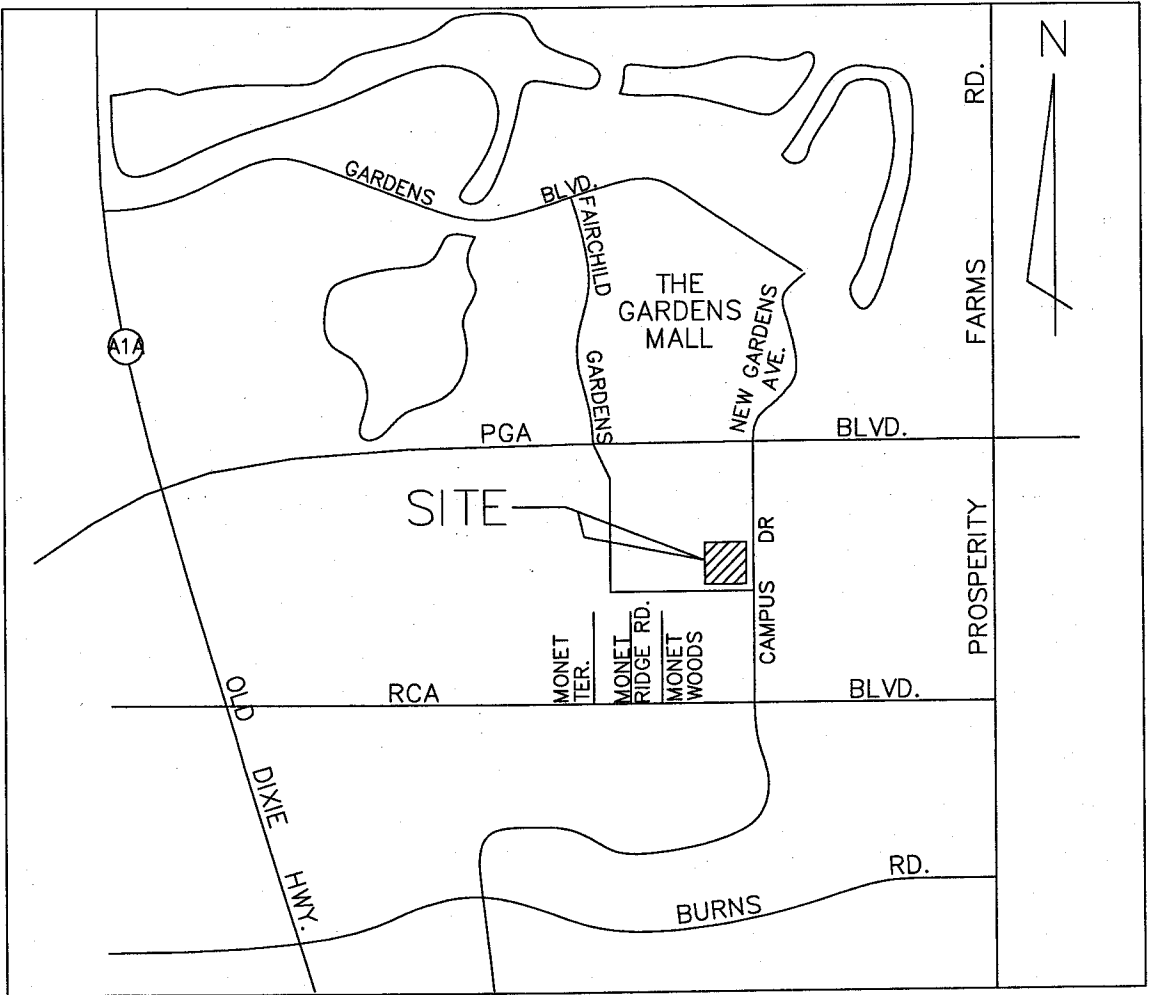
B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

John Callahan III, Director
 Library Department

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



LOCATION MAP
SEC. 6 TWP. 42S RNG. 43E

ATT. # 1

08 - 0356

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 120507 - 1889

BUDGET TRANSFER
FUND 3022 22.3M GO 06, LIBRARY IMPROVEMENTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/05/07	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>NORTH COUNTY REGIONAL</u>							
321-L050 6502 Building Construction - Cip	3,126,859	3,126,859	973,141	0	4,100,000	0	4,100,000
<u>RESERVES</u>							
321-9900 9908 Reserves-New Projects	9,060,052	9,060,052	0	973,141	8,086,911	0	8,086,911
TOTAL APPROPRIATIONS & EXPENDITURES	12,186,911	12,186,911	973,141	973,141 *	12,186,911		

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 18, 2007

RECEIVED
CAPITAL IMPROVEMENTS BOARD
Deputy Clerk to the
Board of County Commissioners

DEC 07 2007

FILE: _____
CC: _____

atw
12-17-07

[Handwritten signatures and dates]
cc *[Signature]*
12/17/07

ATT.#2

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 12/05/07

REQUESTED BY: Bill DeBeck

PHONE: 233-0263

FAX: 233-0270

PROJECT TITLE: North County Library

PROJECT NO.: 03212

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#: R2003-1514

REQUESTED AMOUNT: \$9,029,903.00

DATE:

CSA or ~~CHANGE ORDER~~ NUMBER:

Amendment No. 15

CONSULTANT/CONTRACTOR:

Catalfumo Construction Ltd.

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

Construction of a 16,000 sf addition and renovations of the existing 24,000 sf library and parking lot and site work

CONSTRUCTION	<u>\$8,929,903.00</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$ 95,000.00</u>
MISC. (permits, prints, advertising, etcetera)	<u>\$ 5,000.00</u>
TOTAL	\$ 9,029,903.00

*** 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:	DEPT:	UNIT:	OBJ:
3752	321	L050	6502 - \$5,000,000
3022	321	L050	6502 - \$4,100,000

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY:

Leticia D. Gardan

DATE: 12/04/07

ENCUMBRANCE NUMBER: _____

Revised 03/30/04

ATT. #3

**AMENDMENT #15 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
NORTH COUNTY BRANCH LIBRARY
PROJECT NO. 03212**

WHEREAS, the Owner and Construction Manager, Catalfumo Construction Ltd., acknowledge and agree that the Contract between Owner and Construction Manager dated September 23, 2003 (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 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 the establishment of a Guaranteed Maximum Price of **\$8,929,903** for the construction cost of the addition, renovations, parking lot, and site work for the North County Branch Library. Refer to Exhibit A. The GMP is based on the following: drawings and specifications dated **October 15, 2007**.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **Three Hundred Sixty-Five (365)** calendar days of receiving the Notice to Proceed.

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

ATT. # 4

(Corporate Seal)

EXHIBIT A

North County Regional Library, Palm Beach Gardens
PALM BEACH COUNTY JOB NUMBER: 03213 - CATALFUMO JOB NUMBER: 06-009-01
CATALFUMO CONSTRUCTION, Ltd.

GMP ESTIMATE (BASED ON MEP 75% CD'S DATED OCT
2007 AND 100% ARCH CD'S DATED NOV 2007)(DRAWING
LIST ATTACHED)

EXHIBIT 2.14.A

SUMMARY BUDGET ITEMS - GMP FORMAT

Pink colored text denotes items requiring further discussion

LINE ITEM	DESCRIPTION	contract article	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP			
01.0	PRECONSTRUCTION MANAGERS FEE			\$ 37,991.60	0.42%			
02.0	CONSTRUCTION MANAGERS FEE			\$ 1,529,187.78	17.05%			
	(INCLUDES OVERHEAD & PROFIT)							
02.1	OFF-SITE		\$ 113,664.62		1.27%			
02.2	ON-SITE		\$ 877,449.46		9.78%			
02.3	OVERHEAD & PROFIT		\$ 538,073.70		6.00%			
03.0	COST OF THE WORK			\$ 6,521,702.45	72.72%			
03.1	GENERAL CONDITIONS		\$ 340,803.97		3.80%			
03.2	CSI DIVISIONS 1 THROUGH 16		\$ 6,180,898.48		68.92%			
04.0	SUBTOTAL			\$ 8,088,881.83	90.20%			
05.0	BONDS			\$ 66,055.08	0.74%			
06.0	INSURANCE & BUILDERS RISK			\$ 233,165.27	2.60%	*** RATE/ FINAL COST SUBJECT TO CHANGE, POLICY WRITTEN 30 DAYS PRIOR TO FIELD START DATE		
07.0	SALES TAX RECOVERY			\$ (47,959.82)	-0.53%			
08.0	SUBTOTAL			\$ 8,340,142.35	93.00%			
09.0	CONSTRUCTION CONTINGENCY & ESCALATION			\$ 627,752.65	7.00%			
10.0	GUARANTEED MAXIMUM PRICE			\$ 8,967,895.00	100.00%			
11.0	CONSTRUCTION BUDGET			\$ 8,967,895.00				
12.0	VARIANCE			\$ (0.00)				

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 964-008-001

CONTRACTOR: Catalfumo Construction, Ltd.
4300 Catalfumo Way
West Palm Beach, FL 33410
561-694-3000

SURETY: Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02117
617-357-9500

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

OBLIGEE: Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411
561-233-0263

PROJECT:

North County Regional Library/ Library Renovation and 15,000 SF Expansion

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 964-008-001

BOND AMOUNT: \$8,929,903.00

CONTRACT AMOUNT: \$8,929,903.00

CONTRACTOR'S NAME: Catalfumo Construction, Ltd.

CONTRACTOR'S ADDRESS: 4300 Catalfumo Way North

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: 2633 Vista Parkway

West Palm Beach, FL 33411

OWNER'S PHONE: (561) 233-0263

DESCRIPTION OF WORK: North County Regional Library

Library renovation and 15,000 sf expansion

PROJECT LOCATION: 11303 Campus Drive

Palm Beach Gardens, FL 33410

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 herein below defined, in the amount of

Dollars (\$ 8,929,903)

(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: North County Regional Library
Project No.: 03212
Project Description: Library renovation and 15,000 sf expansion
Project Location: 11303 Campus Dr, Palm Beach Gardens, FL 33410

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: PGAL
LOCATION OF FIRM:
791 Park of Commerce Blvd, Ste. 400, Boca Raton, FL 3487
PHONE: 561-988-4002
FAX: 561-988-3002

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

Witness

Catalfumo Construction, Ltd.

By: Catalfumo Construction, Inc. Its general partner

Principal

(Seal)

Title Daniel S. Catalfumo, President

Liberty Mutual Insurance Company

Surety

(Seal)

Title Brett Rosenhaus, Attorney in Fact and Florida Resident Agent

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (North County Regional Library, 03212) 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: _____
(Signature)
Daniel S. Catalfumo, President

Liberty Mutual Insurance Company
(Surety) (Seal)

By: _____
(Signature)
Brett Rosenhaus, Attorney in Fact and Florida Resident Agent

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 5th day of October, 2007.

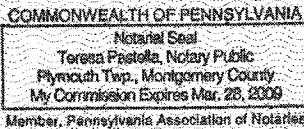
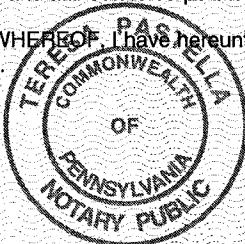
LIBERTY MUTUAL INSURANCE COMPANY

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of October, 2007, 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 6th day of December, 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 1-800-441-1111

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/06/2007
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.
INSURED Catalfumo Construction Ltd. 4300 Catalfumo Way Palm Beach Gardens, FL 33410		INSURERS AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: American Guarantee & Liability 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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <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	GLO913777001	05/15/2007	05/15/2008	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
		MED EXP (Any one person)				\$	
		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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP380808803	05/15/2007	05/15/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC380808903	05/15/2007	05/15/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				\$ 500,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
		E.L. DISEASE - POLICY LIMIT				\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: North County Regional Library, 11303 Campus Dr, Palm Beach Gardens, FL
Palm Beach County, a political subdivision of the State of Florida, its officers, agents & employees are named as additional insured as respects Commercial General Liability, per policy terms and conditions. Waiver of Subrogation applies to Additional Insured.
*10 Day Notice of Cancellation applies for nonpayment.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Capital Improvements Division 3323 Belvedere Road , Bldg 503 West Palm Bch, 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 Mel Wiesel/LBR

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.

QUALITY FROM THE GROUND UP

CATALFUMO

Construction, Ltd.

CONSTRUCTION • DEVELOPMENT • MANAGEMENT

December 11, 2007

Mr. Bill DeBeck
Project Manager, Capital Improvements Division
Palm Beach County Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411

Re: North County Regional Library

Dear Bill:

Builder's Risk will be issued upon receipt of Notice to Proceed.

CATALFUMO CONSTRUCTION, Ltd.



Edward E. Meinzinger
Senior Vice President