1-10 Agenda Item #:

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

Meeting Date: April 1, 2008

[X] Consent [] Workshop [] Regular [] Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 16 to the contract with Catalfumo Construction Ltd. (R2003-1543) in the amount of \$2,145,984.81 for construction management services for the Okeechobee Branch Library establishing a Guarantee Maximum Price (GMP) for renovations of the existing 17,000 sf library and site.

Summary: Amendment No. 16 is for the Okeechobee Branch Library and establishes a GMP of \$2,145,984.81 and 124 calendar days to complete the building renovation and site work. The GMP includes the cost of work and the construction manager's fee associated with the work and contingency. The SBE goal for this contract is 15% and this project participation is 31.0%. (Capital Improvements Division) District <u>2</u> (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 as 1 of 3 CMs for the Library Expansion Program. They have provided preconstruction services on this project. This Amendment establishes a GMP for the renovation of the existing Okeechobee Branch Library. Liquidated damages are not in effect for this project. Initial budgets were established for all projects in FY 2004 Budget. As project come online and budgets are set, funds must be transferred from reserves. The construction cost for this project is funded with revenue from the first GO bond issue.

Attachments:

- 1. Location Map
- 2. **Budget Availability Statement**
- 3 Amendment No. 16

HUMMy WOLF	718108
Department Director	Date
Ander	7/1(92/

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$2,182,984.81	0	0	0	0
Operating Costs		0	0	0	0
External Revenues			0	0	
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$2,182,984.8</u> 1	<u> </u>			
# ADDITIONAL FTE POSITIONS (Cumulative)	0				
Is Item Included in Current I Budget Account No: Fund Report		ot <u>321</u>	Unit <u>L051</u> Constru DIGEF	Object <u>650</u> Cost	4 2,145,984.81 35,000.00 2,000.00
B. Recommended Sources of This project is funded with (•	· · · · · · · · · · · · · · · · · · ·		\$ 2,182,984.81
Signed Lavinia	J. Gard	un	Date_	2/22/0	8

III. <u>REVIEW COMMENTS</u>:

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

[2]/08

-18.08 ,03/14 OFMB Legal Sufficiency: B⁄.

9/0P ntract Administrator 4/0

This amendment complies with our review requirements.

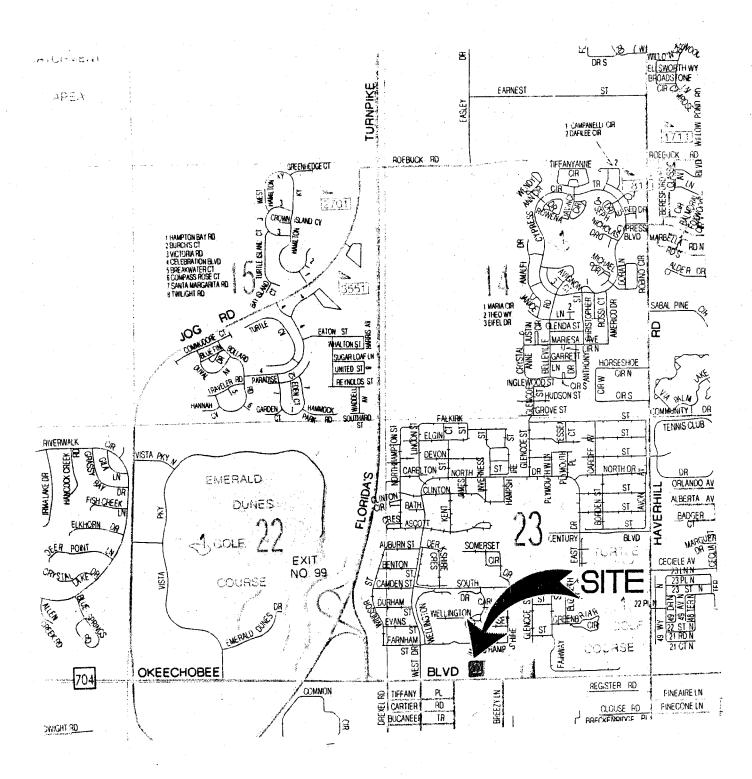
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C. Other Department Review:

IW

John Callahan III, Department Director

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



LOCATION MAP



ATTACHMENT #/

561-233-2644 5612330270

PBC LIBRARY ADMIN CAPITAL IMPROVEMENTS

PAGE 02

FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/20/08

REQUESTED BY: Bill DeBeck PHONE: 233-0263 FAX: 233-0270

PROJECT NO.: 03225

BCC RESOLUTION

DATE:

PROJECT TITLE: Okeechobee Branch Library

ORIGINAL CONTRACT AMOUNT:

REQUESTED AMOUNT: \$2,145,984.81

Amendment No. 16 CSA or CHANGE ORDER

CONSULTANT/CONTRACTOR:

Catalfumo Construction Ltd.

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

Renovations to the Okeechobee Branch Library.

CONSTRUCTION PROFESSIONAL SERVICES STAFF COSTS** (DESIGN / CONST. PHASE) MISC. (permits, prints, advertising, etc) TOTAL

\$2.145.984.81 35,000.00 2,000.00 \$ \$2,182,984.81

** 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: 300) DEPT: 30)

FUNDING SOURCE (CHECK ALL THAT APPLY):

UNIT: 105 0BJ: 6502

D AD VALOREM D OTHER

I FEDERAL/DAVIS BACON BAS APPROVED BY Aquinia & Sardun DATE: 28/08

ENCUMBRANCE NUMBER:

RECEIVED CAPITAL IMPROVEMENTS DIV.

FEB 2 8 2013

FILE: CC:



AMENDMENT # 16 TO CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES OKEECHOBEE BRANCH LIBRARY PROJECT NO. 03225

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 **\$2,145,984.81** for the renovations to the Okeechobee Branch Library. Refer to Exhibit A. The GMP is based on the following: drawings and specifications dated **October 10, 2007**. (95% construction documents)

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within <u>One Hundred Twenty Four (124)</u> calendar days of receiving the Notice to Proceed.

(3) ATTACHMENTS:

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

ATTACHMENT #3

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

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE

Shannon McCarthy Shannon McCarthy L

Name (type or print)

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

By: Addie L. Greene, Chairperson

APPROVED AS TO TERMS AND CONDITIONS

CONSTRUCTION MANAGER:

By: Catalfumo Construction Ltd. (Corporate Name)

a Florida Limited Partnership (insert state of incorporation)

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

ull Signature

Da or print) Name (ty

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Title

(Corporate Seal)

EXHIBIT A

Okeechobee Branch Library Renovation PALM BEACH COUNTY JOB NUMBER: 3225 - CATALFUMO JOB NUMBER: 06-024-01 CATALFUMO CONSTRUCTION, Ltd.

GMP based on Permit Submittal Drawings - Building Interior dated October 10, 2007 & Monument Sign dated July 27, 2007

DIKEE GMP Extrate 020608 EXHBIT 2, 1_4 xts Sheet1

EXHIBIT 2.1.4.A

2/7/2808 5-28 PM

SUMMARY BUDGET ITEMS - GMP FORMAT

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A-1.0	Architectural Site Plan	7/27/2007	0	7/27/2007
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A-1.1	Site Plan	10/10/2007	0	10/10/2007
A-1.2	New Work Floor Plan	10/10/2007	0	10/10/2007
A-1.3	Interior Elevations and Details	10/10/2007	0	10/10/2007
A-2.0	Existing Reflected Ceiling Plan	10/10/2007	0	10/10/2007
M-0.0	HVAC Notes, Legend and Details	10/10/2007	0	10/10/2007
M-1.0	Mechanical Demolition Plans	10/10/2007	0	10/10/2007
M-1.1	Enlarged Mezzanine and Mechanical Plans	10/10/2007	0	10/10/2007
M-5.0	Mechanical Schedules and Details	10/10/2007	0	10/10/2007
M-5.1	Mechanical Schedules and Details	10/10/2007	0	10/10/2007
M-6.0	Mechanical Control Schematics	10/10/2007	0	10/10/2007
P-0.1	Plumbing Legends, General Notes, Abbreviations & Sheet Index	10/10/2007	0	10/10/2007
P-1.0	Floor Plan - First Floor	10/10/2007	0	10/10/2007
E-0.1	Symbols, Legends and General Notes	10/10/2007	0	10/10/2007
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E-1.1	Floor Plan - New Work Lighting	10/10/2007	0.	10/10/2007
E-1.2	Floor Plan - New Work Power	10/10/2007	0	10/10/2007
E-5.0	Electrical Details	10/10/2007	0	10/10/2007
E-6.0	Plan Board Schedules	10/10/2007	0	10/10/2007
E-6.1	Power One - Line and Partial Site Plan - New Work	10/10/2007	1	11/7/2007

OKEE GMP Estimate 123107 Print List EXHIBIT 2_1_4C.xls

1/16/2008

Catalfumo GMP Qualifications & Clarifications

The following items are included in the GMP as qualified below:

All pricing is based upon the attached list of plans as provided by Hanson Professional Services, Inc. **EXHIBIT 2.1.4.C.** All construction has been scheduled as simultaneous, continuous, uninterrupted construction. All work is scheduled to be performed during normal working hours. No premium time is included. Early work opportunities shall not impact the construction schedule.

The following assumptions have been considered and INCLUDED:

- 1. DIVISION 1 GENERAL CONDITIONS
 - 1.A. The following services are included for the Construction Management Phase:
 - 1.A.1. Preconstruction phase personnel.
 - 1.A.2. Review of design documents during development.
 - 1.A.3. All pricing included shall be held UNTIL FEBRUARY 29, 2008. Any price increases for labor, materials, equipment; sales tax after this period shall be reviewed as potential change order to the GMP. Concrete is included at \$125 per cubic yard.
 - 1.A.4. Sales tax rate: 6.5% on the first \$5,000; 6.0% thereafter.
- 2. DIVISION 2 SITEWORK
 - 2.A. SURVEYING:
 - 2.A.1. Construction Manager will provide survey layout work for the following: Staking and grading for new Monument Sign.

2.B. DEMOLITION:

- 2.B.1. Provide labor and materials to complete the demolition as required including the following:
- 2.B.2. Remove existing metal ceilings at the front entrance and rear patio areas.
- 2.B.3. Removal of base cabinets and countertops as per Notes 1, 13 and 16 on Sheet A-1.2.
- 2.B.4. Remove toilet partitions; save toilet accessories for reinstallation.
- 2.B.5. Remove carpet and glue per Note 23 on Sheet A-1.2.
- 2.B.6. Remove glass block wall per Note 12 on Sheet A-1.2.
- 2.B.7. Remove Projection Room windows and patch holes.
- 2.B.8. Remove acoustical ceiling grid and tiles as noted. Some materials will be stored for reuse.

OKEECHOBEE LIBRARY Qualifications 01-16-08r.doc

Page 1 of 10

Catalfumo GMP Qualifications & Clarifications

- 2.B.9. Remove all existing HVAC equipment in preparation of new chiller installation.
- 2.C. EARTHWORK:
 - 2.C.1. Partial rough and fine grading of building perimeter to repair washouts in preparation of installation of new sod per Note 7 on Sheet A-1.1. Site plans included no topography, engineering or finish elevations for building perimeter. No resloping of the existing drainage retention area is included. No survey as-built of retention area slopes is included.
 - 2.C.2. Remove existing plant material and prepare area for new monument sign.
 - 2.C.3. Soils report not received as of this pricing. We assume standard soils conditions with onsite materials compactable to architect\engineer requirements for the monument sign foundation.
- 2.D. PAVING:
 - 2.D.1. Overlay existing Parking Lot asphalt with 1" Type S-III asphalt.
 - 2.D.2. Provide four each Handicapped parking spaces including signage.
 - 2.D.3. Restripe seventy-one (71) existing parking spaces as required.
 - 2.D.4. Provide seventy-five (75) new parking bumpers; one for each parking space.
- 2.E. LANDSCAPING:
 - 2.E.1. Install two new Live Oaks and two new Sable Palms at the monument sign location.
 - 2.E.2. Provide 11,029 square feet of Floritam sod.
 - 2.E.3. An allowance of \$7,000 is included for irrigation.
 - 2.E.4. Current water restrictions may have an impact on landscaping.
- 2.F. MISCELLANEOUS SITE:
 - 2.F.1. One each (1) monument sign including lettering on one side and lighting as shown. The existing asphalt at the east entrance will be open cut to facilitate the installation of the electrical service for the sign lighting.
- 3. DIVISION 3 CONCRETE
 - 3.A. CAST-IN-PLACE CONCRETE:
 - 3.A.1. This category includes all labor, material and equipment to construct the chiller pad expansion, monument sign footers and block infill including all formwork, reinforcing steel and concrete.

OKEECHOBEE LIBRARY Qualifications 01-16-08r.doc

Page 2 of 10

Okeechobee Branch Library West Palm Beach, Florida

Palm Beach County Project #: 03225

Catalfumo GMP Qualifications & Clarifications

- 3.A.2. Patch existing concrete as required after the installation of all required plumbing, HVAC and electrical systems.
- 3.A.3. No special mix designs, admixtures or coloring are included.
- 4. DIVISION 4 MASONRY
 - 4.A. Standard 8" CMU, with filled cells will be installed for the monument sign and block infill as required. No split-faced masonry is included.
- 5: DIVISION 6 WOOD AND PLASTICS
 - 5.A. ROUGH CARPENTRY:
 - 5.A.1. All lumber coming into contact with concrete or masonry shall be pressure chemical treated.
 - 5.A.2. Supply all miscellaneous form material, plywood, backing lumber, clips, anchors, nails, screws and fasteners required.
 - 5.A.3. The removal and reinstallation of approximately 150LF of wall shelving is included.
 - 5.B. FINISH CARPENTRY:
 - 5.B.1. Installation of one (1) 3' x 7' solid core white oak door installed in a hollow metal frame.
- 6. CABINETS:
 - 6.A. Furnish and install the casework and solid surface tops as indicated on the drawings and outlined in the notes.
- 7. DIVISION 7 THREMAL AND MOISTURE PROTECTION
 - 7.A. ROOFING:

7.A.1. Pressure clean metal roofing as shown on the drawings.

- 7.A.2. Furnish and install new 6" seamless gutters as required for a complete system. Gutters are priced as 0.032" aluminum with a Patina Green Kynar finish.
- 7.A.3. Install leaf diverters on new gutter.
- 7.A.4. Provide 3" x 4" white aluminum downspouts in current locations.
- 8. DIVISION 8 DOORS AND WINDOWS

8.A. EXTERIOR STOREFRONT WINDOWS:

- 8.A.1. Provide one (1) new 336" x 96" storefront window on the east elevation.
- 8.A.2. Provide three (3) new 46" x 58" windows at the southwest corner of the building.
- 8.A.3. The exterior storefront windows are based on YKK YHS 50 Dark Bronze Anodized impact glazing system. Glazing to be 9/16" bronze laminated heat strengthened glass.
- 8.B. DOORS, FRAMES, HARDWARE

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Catalfumo GMP Qualifications & Clarifications

- 8.B.1. Frame: 16 gauge hollow metal frame.
- 8.B.2. Interior Closet Door: 3' x 7' solid core wood with factory finish in White Oak veneer.
- 8.B.3. Provide one (1) storeroom function lockset. The lockset is priced as Schlage AL series in 626 finish. No specifications were provided at bid time.

9. DIVISION 9 - FINISHES

9.A. PORTLANT CEMENT STUCCO:

- 9.A.1. Lath and stucco at front and rear covered ceilings as shown.
- 9.A.2. Stucco at entry support columns per Detail F on Sheet A-1.3.
- 9.A.3. Stucco monument sign as shown.
- 9.B. DRYWALL/FRAMING:
 - 9.B.1. Exterior front and rear covered ceilings will be framed with 3-5/8" 16 Ga. metal stud framing 16" on center with one layer of 5/8" DENGLASS Gold sheathing ready for lath and stucco. Engineered shop drawings will be provided for this item.
 - 9.B.2. Reframe new storage closet per Note 19 on Sheet A-1.2.
 - 9.B.3. Patch Projection Room walls per Note 21 on Sheet A-1.2.
 - 9.B.4. Reframe wall at north end of Reference Area per Note 32 on Sheet A-1.2.
 - 9.B.5. Patch drywall at Mechanical Room mezzanine once new HVAC equipment is installed.
 - 9.B.6. Patch drywall as required per Notes 16, 17, 20, 22, 25 and 26 on Sheet A-1.2
 - 9.B.7. Patch the ceiling in the area of the projection screen per Note 12 on Sheet A-2.0.
 - 9.B.8. A level 4 finish will be provided.
- 9.C. CEILING:

9.C.1. Install new Armstrong Cirrus #589 2' x 2' acoustical ceiling tile installed in an Armstrong Suprafine 9/16" intermediate duty white steel grid in public areas. Back of House areas to receive Armstrong #1728 "Fine Fissured" in a 15/16" flange intermediate duty white steel grid.

9.D. FLOORING:

9.D.1. Provide new glue down carpet throughout the Library. Pricing is based on a sketch provided by PBC CID on 11/13/07. The specifications provided at bid time are as follows:

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9.D.2.	Main Library Areas and Circ	culation	Wor	kroom –	Shaw #60576	"Easy Livir	ng MPF"	 Color
	- Gold Sunset #76130							

- 9.D.3. Youth Services Shaw #60386 Qi Ultraloc Color Jasmine #86910
- 9.D.4. New carpet areas to receive vinyl base as follows:
- 9.D.5. Main Library Areas Mercer #108 Bronze Metallic
- 9.D.6. Youth Services Mercer #496 Royal Purple
- 9.D.7. Youth Services Workroom shall receive VCT flooring as follows:
- 9.D.8. Armstrong Excelon VCT including #51885 Granny Smith field tile with Armstrong Excelon VCT #5188 Blueberry accent square per the sketch provided by PBC CID on 11/13/07.
- 9.D.9. Clean and seal the ceramic tile in two gang bathrooms only. No repair or replacement of existing ceramic tile or grout is included.
- 9.E. PAINTING:
 - 9.E.1. Exterior walls and ceilings will be pressure cleaned to remove caulk, calcium buildup, mold and dirt.
 - 9.E.2. Exterior stucco surfaces will be sealed and will receive one coat of satin acrylic latex finish paint. Split-faced block areas are excluded.
 - 9.E.3. Exterior fascia will be pressure cleaned, primed and given one coat of semi-gloss enamel.
 - 9.E.4. Exterior and interior hollow metal doors and frames will receive a primer coat and one coat of alkyd enamel.
 - 9.E.5. Interior drywall walls and soffits will receive one coat of primer and one coat of satin Latex paint throughout the Library. Wood ceiling is excluded.
 - 9.E.6. Light poles and Flag pole will be cleaned, sanded, primed and given one coat of polyurethane finish paint.
 - 9.E.7. Dumpster enclosure, bollards and back flow preventor will be painted as indicated.

10. DIVISION 10 - SPECIALTIES

10.A. TOILET ROOMS:

10.A.1. Remove existing toilet partitions and install new solid phenolic toilet partitions in standard manufacturer's colors.

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Catalfumo GMP Qualifications & Clarifications

- 10.A.2. Existing toilet accessories will be removed from the old partitions and reinstalled on the new partitions. No new toilet accessories or repair of existing are included.
- 10.B. SIGNAGE:
 - 10.B.1. Furnish and install one set of anodized bronze letters to read:
 - 10.B.2. "Palm Beach County" 5" letters
 - 10.B.3. "Okeechobee Branch Library" 10" letters
 - 10.B.4. "5689" 6" letters
- 10.C. Furnish and install one 18" diameter cast aluminum bronze "Palm Beach County" logo on the monument sign.
- 11. DIVISION 11 EQUIPMENT:

11.A. Not applicable

- 12. DIVISION 12 FURNISHINGS: 12.A. Not applicable
- DIVISION 13 SPECIAL CONSTRUCTION:
 13.A. Not applicable.
- 14. DIVISION 14 CONVEYING SYSTEMS: 14.A. Not applicable
- 15. DIVISION 15 MECHANICAL SYSTEMS
 - 15.A. PLUMBING:
 - 15.A.1. Remove the existing flush valves and faucet sets in the gang bathrooms only. All other bathroom fixtures to remain as is.
 - 15.A.2. Furnish and install new flush valves and faucet sets as detailed in the gang bathrooms only.
 - 15.A.3. Provide the waste drain receptor and backwater valve as shown on Sheet P-1.0.
 - 15.A.4. Provide make-up water to the chiller including a ¾" reduced pressure backflow preventor.
 - 15.B. AIR CONDITIONING:
 - 15.B.1. Remove existing HVAC equipment as required for the installation of the new chiller system.
 - 15.B.2. One (1) 60-70 ton evaporative chiller by Mammoth or equal.
 - 15.B.3. Two (2) chilled water air handler units by McQuay or equal.

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15.B.4.	Two (2) ceiling mounted exhaust fans.
15.B.5.	Two (2) in-line exhaust fans.
15.B.6.	Fourteen (14) Variable Air Volume (VAV) boxes with accessories.
15.B.7.	One (1) wall mounted louver with accessories above Mechanical Room door.
15.B <i>.</i> 8.	Reuse all existing air distribution devices.
15.B.9.	Pre-insulated underground CHW piping.
15.B.10.	Condensate piping is Type L copper to the nearest floor drain.
15.B.11.	Includes chemical treatment and start-up chemicals.
15.B.12.	Complete insulated rectangular sheet metal ductwork ventilation system to tie int existing ductwork.
15.B.13.	Complete HVAC control system as specified.

- 15.B.14. Certified Test and Balance
- 15.C. FIRE SPRINKLERS:

15.C.1. Allowance to Modify as needed to install new HVAC system.

- 16. DIVISION 16 ELECTRICAL
 - 16.A. Provide electrical demolition as required including Notes 1 through 20 on Sheet E-1.0.
 - 16.B. Provide a complete power and lighting package including Notes 1 through 13 on Sheet E-1.1 and Notes 1 through 13 on Sheet E-1.2.
 - 16.C. Provide low voltage stub ups to 6" above the ceiling for phone and data systems installed by others. Head-end equipment, server racks and electronics are by others.
 - 16.D. Rework the existing fire alarm system as required providing a complete system.
 - 16.E. Provide concrete floor cutting and patching as required to install the systems as shown.
 - 16.F. Provide two (2) ground mounted linear fluorescent fixtures for the monument sign. East driveway entrance will be open cut to intercept power from the existing signage circuit and a new hand hole will be installed to make the connection.

17. ALLOWANCES:

17.A. Please note: any allowances include all labor, installation, permits, materials, shipping, delivery, uncrating, handling, hoisting, stocking, cleanup and removal of debris from the site.

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17.A.1.	BOLLARDS - \$1,000.00
17.A.2.	ACOUSTICAL CEILING - \$36,000.00
17.A.3.	FLOORING - \$66,000.00
17.A.4.	CODE SIGNAGE - \$4,500.00
17.A.5.	REVISED SERVICE INCLUDING HOOK UP FOR BOOK MOBILE - \$10,000.00
17.A.6.	FIRE SPRINKLERS – \$20,000.00

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18. The Owner shall be responsible and pay directly the following services and fees:

- 18.A.1. Governmental fees, building permit fees, utility fees, impact fees.
- 18.A.2. Notice of Commencement.
- 18.A.3. Water meters, irrigation meters, or taps.
- 18.A.4. FPL Transformer or transformer pad; primary feeders to transformer. Relocation of existing FPL equipment, wiring or poles.
 - 18.A.4.a. Negotiate with FPL and pay any fees for primary electrical service, to include new or upgraded transformers and all primary conduit and wiring.
- 18.A.5. Bellsouth service, poles, wiring.
- 18.A.6. Permanent utility fees and deposits for water or sewer.
- 18.A.7. All Architectural, Civil and Engineering fees, for 100% permittable construction documents.
- 18.A.8. Signed and sealed plans as required for permit submittal and any subsequent revisions.
- 18.A.9. Initial boundary survey, digitally updated, with two (2) benchmarks.
- 18.A.10. Topographical survey.
- 18.A.11. Soil Borings and related subsurface engineering.
- 18.A.12. Environmental investigation.
- 18.A.13. Engineering investigation of existing utilities.
- 18.A.14. Telephone and data equipment, cabling, security/camera wiring for service to the building.
- 18.A.15. CAD As-built by Architect or Engineers from subcontractor redline drawings; approval of all shop drawings from project vendors.
- 18.A.16. Final Improvement Survey.

18.A.17. Threshold or Special Inspector.

18.A.18. Any outside security service which may become necessary during construction.

18.A.19. Recording of any required easements (including surveying of same).

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Catalfumo GMP Qualifications & Clarifications

- A) The following items are specifically EXCLUDED from our base proposal:
 - 1) Governmental fees, building permit fees, utility fees, impact fees.
 - 2) Water meters, irrigation meters, or taps.
 - 3) FPL Transformer or transformer pad; primary feeders to transformer. Relocation of existing FPL equipment, wiring or poles.
 - 4) Bellsouth service, poles, wiring.
 - 5) Engineering investigation of existing utilities.
 - 6) Governmental requirements that change the scope of work.
 - 7) Soil Borings and related subsurface engineering.
 - 8) Demucking, soil stabilization, over-excavation, pressure grouting.
 - Remediation for any existing condition not visible for inspection; costs resulting from unknown conditions.
 - 10) Environmental testing or any environmental conditions that may be uncovered during the course of construction.
 - 11) Removal and disposal of hazardous waste.
 - 12) Painting, cleaning or sanitizing the existing duct work and air distribution devices.
 - 13) Furniture, installation of furniture, moving of furniture.
 - 14) Window treatments.

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- 15) Telephone, data and specialty cables; telephone equipment or system wiring.
- 16) With the exception of the HVAC control system as specified, no Environmental control system equipment or system wiring is included.
- 17) All warranty periods are the longer of one year or the applicable manufacturer's warranty; longer warranty periods are not included unless specifically referenced.
- 18) Any labor, material, connection, unloading or debris removal for any item marked "N.I.C", "By Owner" or "By Others".
- 19) Any system or material specified which has no product approval; costs of engineering for testing or rational analysis.
- 20) Warranties, upgrades, repairs and/or code compliance for existing equipment, fixtures, materials, etc.

End

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FRONT PAGE OF PUBLIC PAYMENT BOND Florida Statute 255.05

BOND NO. 964-008-006

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 57 th 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:

Okeechobee Library/Renovation (Total of 17,341 sq ft.)

PUBLIC CONSTRUCTION BOND

BOND NUMBER:964-008-006		
BOND AMOUNT:\$2,223,400.00		
CONTRACT AMOUNT:\$2,223,400.00		
CONTRACTOR'S NAME: <u>Catalfumo Construction, Ltd.</u>		
CONTRACTOR'S ADDRESS: <u>4300 Catalfumo Way North</u>		
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: <u>Okeechobee Library</u>	·	<u> </u>
Renovation (17,341 sq ft)		
		·
PROJECT LOCATION: <u>5689 Okeechobee Blvd</u>		
West Palm Beach, FL 33417		
· · ·		
LEGAL DESCRIPTION:		· · · · ·
	· · · · · · · · · · · · · · · · · · ·	

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

Public Construction Bond - 1

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 (\$ 2,223,400.00)

(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: Okeechobee Library Project No.: 03225 Project Description: Library renovation and 15,000 sf expansion Project Location: 5689 Okeechobee Blvd, West Palm Beach, FL 33417

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Hanson Professional Services LOCATION OF FIRM: 1601 Belvedere Road, Suite 303S, West Palm Beach, FL 33406 PHONE: 561-471-9370 FAX: 561-471-9369

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:

Performs the contract between Principal and County for the construction of 1. , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, 2. 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

Public Construction Bond - 2

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.

Witnes

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Witness

_Catalfumo Construction, Ltd. By: Catalfumo Construction, Inc. Its general

partner (Seal) Principal

Title Daniel S. Catalfumo, President

Liberty Mutual Insurance Company (Seal) Surety

Title Brett Rosenhaus, Attorney in Fact and Florida Resident Agent

Public Construction Bond - 3

LLLLUY

wer of Attorney call and 4:30 pm EST on any business day

Power am

this 00:6

5

To confirm the validity o

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 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 <u>5th</u> day of <u>October</u>, 2007

LIBERTY MUTUAL INSURANCE COMPANY

mart W. Ú By (W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY

2007 , before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged On this 5thday of October 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 nereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written. Connovive 2

CERTIFICATE

credit, bank deposit,

guarantees

value letter of

, note, loan, lette rate or residual

r mortgage, te, interest r

rate,

Not valid for r currency rate

nr Cherry CARY RUE Notarial Seal Terasa Pastella, Notary Public Plymouth Twp., Montgomery County My Commission Expires Mar. 28, 2009 er, Panneylvania Association of Notari

iresa

Pastella Notary

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.

hereonto subscribed my name and affixed the corporate seal of the said company, this day of IN TE lan BVA ang David M. Carey, Assistant Secretary

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) (Signature) Daniel S. Catalfumo, President

Liberty Mutual Insurance Company (Seal) _(Surety)

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

9/15/03

Form of Guarantee - 1

	ACORD CERTIFIC	ATE OF LIABIL	ITY INS	URANCE		DATE (MM/DD/YYYY) 01/03/2008						
Col	DUCER (305)822-7800 FA llinsworth, Alter, Fowler, I O. Box 9315			CONFERS NO R	ED AS A MATTER OF II IGHTS UPON THE CER TE DOES NOT AMEND, FORDED BY THE POLI							
	ami Lakes, FL 33014-9315 urdes Randolph		INSURERS A	INSURERS AFFORDING COVERAGE NA								
	RED Catalfumo Construction L	td.	INSURER A: Zu	rich America	n Ins. Co. ntee & Liability	Ths. Co						
	4300 Catalfumo Way		INSURER C:									
	Palm Beach Gardens, FL 3	3410	INSURER D: INSURER E:	• • • • • • • • • • • • • • • • • • • •								
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	ADD'L TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
10 m	GENERAL LIABILITY	GL0913777001	05/15/2007	05/15/2008		\$ 1,000,000						
	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR				PREMISES (Ea occurence)	\$ 300,000 \$						
					PERSONAL & ADV INJURY	\$ 1,000,000						
A					GENERAL AGGREGATE	\$ 2,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000						
	POLICY X PRO- LOC AUTOMOBILE LIABILITY X ANY AUTO	BAP380808803	ECEIVED		COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00						
	ALL OWNED AUTOS	CAPITAL IN	PROVEMENTS	DIV.	BODILY INJURY (Per person)	\$						
B	X HIRED AUTOS X NON-OWNED AUTOS	JAL	1 7 2008		BODILY INJURY (Per accident)	\$						
		ann bir stann bir Ann bir stann bir			PROPERTY DAMAGE (Per accident)	\$.						
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	RETENTION \$	WC380808903	05/15/2007	05/15/2008	X WC STATU- TORY LIMITS OTH- ER							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT	\$ 500,00						
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	-			E.L. DISEASE - EA EMPLOYEE	\$ 500,00						
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 500,00						
	OTHER											
		ES / EXCLUSIONS ADDED BY ENDORSE	MENT / SPECIAL PROV	/ISIONS		<u>,</u>						
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL Library Renovations for	es/Exclusions Added by ENDORSEI Okeechobee Branch Lib	NENT/SPECIAL PROV rary named addit:	ional insured	1. as respects Cor	nmercial						
Palr Gene	m Beach County Board of Cou eral Liability, per policy 0 day notice of cancellaito	nty Commissioners is terms & conditions.	named addit	ional insured	l, as respects Cor	nmercial						
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CEF	RTIFICATE HOLDER			IY OF THE ABOVE DES	CRIBED POLICIES BE CANCELL							
	Dolly Ponch County Const	al Improvements			ISSUING INSURER WILL ENDER							
	Palm Beach County Capit Division	at mprovements			O THE CERTIFICATE HOLDER							
	2633 Vista Parkway				CE SHALL IMPOSE NO OBLIGA							
		<u> </u>		ID UPON THE INSURER EPRESENTATIVE	, ITS AGENTS OR REPRESENTA	. /						
	West Palm Beach, FL 334	11	Mol Wies		det a	lix l						

Mel Wiesel/LBR

ACORD 25 (2001/08) FAX: (561) 233-0270

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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 25 (2001/08)

WORK IN PROGRESS

PROPOSED SUBCONTRACTOR SELECTIONS AND/OR SUBCONTRACT VALUES MAY/WILL CHANGE WITH RE-BID

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

 PROJECT NAME:
 Okeechobee Regional Library
 PROJECT NO: 03225

 NAME OF PRIME BIDDER:
 CATALFUMO CONSTRUCTION, Ltd.
 PHONE NO: 561-694-3000

 CONTACT PERSON:
 Joe Keating
 PHONE NO: 561-694-3000
 FAX NO: 561-691-3890

 BID OPENING DATE:
 DEPARTMENT:
 DEPARTMENT:

	PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS															
(Check one or both Categories) Subcontract Amount																
	Name, Address and Phone Number	Minority Business	Small Business		Black		His	spanic			Woman		Caucasian		her (Please Specify)	
1	Hi-Tech Roofing & Sheetmetal 2266 4th Avenue North Lake Worth, FL 33461	·	x	\$			\$	-		\$	-	-	\$-	\$	25,437.50]
	Flags Plus 1441 South Military Trail West Palm Beach, FL 33415	x	x	\$	-	-	\$	-		\$	5,000.00		\$-	\$	-	
3	Palm Beach Glass Specialties 1237 Roebuck Court West Palm Beach, FL 33401	x	x	\$	-		\$	-		\$	32,587.50		\$-	\$.	-	
A	Baron Sign Manufacturing 900 13th St Riviera Beach, FL 33404		x	\$	-		\$	-		\$	-		\$-	\$	8,374.50	
5	Stokes Mechancial Contractors 2001 7th Avenue N Lake Worth, FL 33462		x	\$	-		\$	-		\$	-		\$ -	\$	595,502.25	
6				\$	-		\$	-		\$	-		\$-	\$	-	
-	(Please use additional sheets if necessary)		Total	• \$	-		\$			\$	37,587.50		\$-	\$	629,314.25	

Total Bid Price \$2,145,984.81 Total Value of SBE Participation \$

666,901.75

% SBE Participation 31.07%

Note: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.

1

3. M/WBE information is being collected for tracking purposes only.