H-7

Agenda Item #:

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date: October 21, 2008

[X] Consent[ ] Workshop

[ ] Regular[ ] Public Hearing

# **Department: Facilities Development & Operations**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to the contract with Catalfumo Construction, Ltd. (R2007-1217) in the amount of \$3,200,993.63 establishing a Guaranteed Maximum Price (GMP) for Palm Tran's West Palm Beach Intermodal Transit Facility (ITF).

**Summary:** Amendment No. 1 will implement the construction of a new bus loop with 18 bus parking spaces, a public restroom, vending services, and a passenger vehicle drop off lane adjacent to the existing Seaboard Train Station in downtown West Palm Beach. The Intermodal Transit Facility is to be operated and maintained by Palm Tran, and will enhance the public ground transportation network by bringing together the commuter rail and bus systems in a manner which facilitates transfer between the different modes of public transportation. The SBE participation goal is 15%. Catalfumo's GMP includes participation of 20.1%. The construction time is 190 calendar days. This project is funded with a State grant and no local match is required. (Capital Improvements Division) District 7 (JM)

**Background and Justification:** 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 serves as the General Contractor issuing subcontracts for construction. Catalfumo is under a contract to provide these services on a continuing annual basis. Catalfumo has been assisting the architect and staff in design development and preliminary value engineering. The Contract Review Committee recently approved a work order to remediate contaminated soils onsite prior to beginning construction activities. The ITF, which includes a paved bus loop with 18 bus parking spaces, 15 additional staff vehicle parking spaces, a public restroom, vending services and a passenger vehicle drop-off lane, will ultimately provide a centralized location for transfers between bus, train and passenger vehicle modes of transportation. Construction of the ITF will be funded with a State grant (no local match required). Builders Risk insurance will be covered by the County Master Builder's Risk Program.

## Attachments:

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

Recommended by	Ammy Work	9/25/08	
Ç	M Department Director	Date	
Approved by:	Jo County Administrator	<u> 0/14/08</u> Date	<u></u>

## II. FISCAL IMPACT ANALYSIS

**Fiscal Years** 2009 2010 2011 2012 **Capital Expenditures** \$3,200,993.63 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 \$3,200,993.63

A. Five Year Summary of Fiscal Impact:

**# ADDITIONAL FTE** 

**POSITIONS (Cumulative)** 

Is Item Included in Current Budget? Yes X No\_\_\_\_\_ Budget Account No: Fund\_3804 Dept 541 Unit\_0464 Object\_6502 Program PT893 Reporting Category Program Period: GY07

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

0

State Grant Joint Participation Agreement No. FM 42317879401 R2008-1375 \$1,500,000 State Grant Joint Participation Agreement No. FM 23689319401 R2008-1125 \$2,740,000 There are no matching county funds for this item.

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

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

POLOS Legal Sufficiency Assistant County Wttbrney

Contract Administrator

This amendment complies with our review requirements.

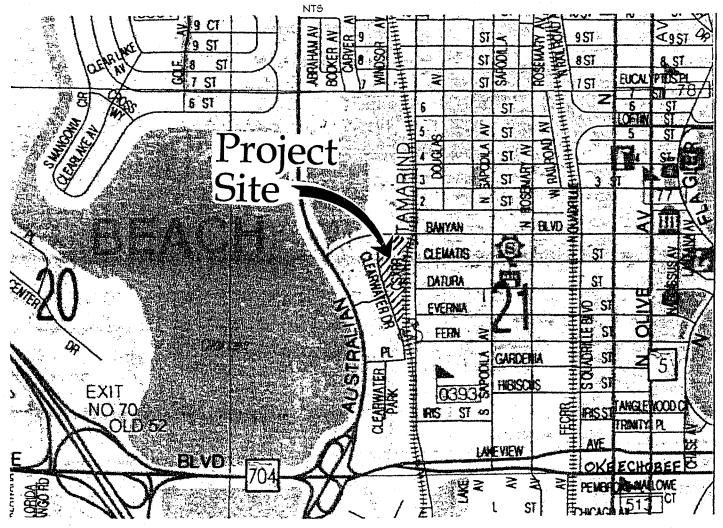
2013

C. Other Department Review:

Charles D. Cohen, Executive Director

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

# Location Map



ATTACHMENT # /

## FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/08/08

**REQUESTED BY:** Dave Dolan

PHONE: 233-0280 FAX: 233-0270

PROJECT TITLE: WPB Intermodal Transit Facility

ORIGINAL CONTRACT AMOUNT: NA – Annual

**REQUESTED AMOUNT:** \$3,200,993.63

CSA or CHANGE ORDER NUMBER: Amendment No. 1

CONSULTANT/CONTRACTOR: Catalfumo Construction, Ltd.

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

Amendment No. 1 GMP for construction of a new bus loop and associated public transportation passenger services adjacent to the existing Seaboard Train Station in downtown West Palm Beach.

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

\$3,200,993.63	
\$3.200.993.63	

\*\* 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: 3804 DEPT: 541 UNIT: 0464

FUNDING SOURCE (CHECK ALL THAT APPLY):

BAS APPROVED BY:

OBJ: 6502 □ AD VALOREM

□ FEDERAL/DAVIS BACON

8/10/07 DATE:

**ENCUMBRANCE NUMBER:** 

Revised 03/30/04



Program Period: 5407

**OTHER** 

**PROJECT NO.:** 93222

BCC RESOLUTION#: R2007-1217 DATE:

#### AMENDMENT #1 CATALFUMO CONSTRUCTION, LTD CONSTRUCTION MANAGEMENT SERVICES WEST PALM BEACH INTERMODAL TRANSIT FACILITY (PALM TRAN) PROJECT NO. 93222 DISTRICT NO. 7

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 07/01/07 (R-2007-1217) is in full force and effect and that this 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 services as set forth herein and in the Contract;

WHEREAS, the Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

WHEREAS, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

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 **<u>\$3,200,993.63</u>** for the construction costs of a paved bus loop with 18 bus parking spaces, 7 shelters, 15 additional staff parking space, offsite roadway improvements, a public restroom and passenger vehicle drop-off lane. Refer to Exhibit A.

(2)

#### SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **one hundred ninety (190)** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$250.00/day for failure to complete within the contract time or approved extension thereof.

ATTACHMENT # 3

#### (3) ATTACHMENTS:

Exhibit A - GMP Proposal Public Construction Bond Form of Guarantee 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

By:\_\_

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

County Attorney

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE

Signature Mclarthy innon M

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: <u>Catalfumo Construction, Ltd.</u> (Corporate Name)

a Florida Limited Partnership

By: Catalfumo Construction, Inc.,

a Florida Corp., its general partner

Signature

Daniel S. Catalfumo Name (type or print)

Name (type of prim

President Title

(Corporate Seal)

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PALM BEACH COUNTY INTERMODAL FACILITY WPB PALM BEACH COUNTY PROJECT NUMBER: 93222 - CATALFUMO JOB NUMBER: 08-008-01 CATALFUMO CONSTRUCTION, Ltd.

EXHIBIT A

EXHIBIT 2.1.4.A

9/9/2008 2:20 F

# FRONT PAGE OF PUBLIC PAYMENT BOND Florida Statute 255.05

## BOND NO. 964-008-039

CONTRACTOR: Catalfumo Construction, Ltd. 4300 Catalfumo Way North 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<sup>th</sup> Avenue, Suite 201 Lake Worth, FL 33463 (561) 432-5550

**OBLIGEE:** 

Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411 561-233-0280

PROJECT: Palm Beach County Intermodal Facility- Site Development of 6.6 acres adjacent to West Palm Beach Tri-Rail for a bus roundabout

## PUBLIC CONSTRUCTION BOND

BOND NUMBER: <u>964008039</u>		
BOND AMOUNT:\$3,389,653.63	i	
CONTRACT AMOUNT:\$3,389,653.63		
CONTRACTOR'S NAME: <u>Catalfumo Construction, Ltd.</u>		
CONTRACTOR'S ADDRESS: 4300 Catalfumo Way North		<u>.</u>

Palm Beach Gardens, FL 33410

CONTRACTOR's PHONE: (561) 694-3000	
SURETY COMPANY: Liberty Mutual Insurar	ice 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) 233-0280

DESCRIPTION OF WORK: <u>Palm Beach County Intermodal Facility</u>

Site development of 6.6 acres adjacent to West Palm Beach Tri-Rail for a bus roundabout

\_\_\_\_\_

PROJECT LOCATION: <u>150 Clearwater Drive</u>

West Palm Beach, FL 33401

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 (\$ 3,389,653.63)

## (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: Palm Beach County Intermodal Facility

Project No.: 93222

- Project Description: Site development of 6.6 acres adjacent to WPB Tri-Rail for a bus roundabout
  - Project Location: 150 Clearwater Dr, West Palm Beach, FL 33401

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Miller Legg LOCATION OF FIRM: 2005 Vista Parkway, Suite 100, West Palm Beach, FL 33401 PHONE: 561-689-1138 FAX: 561-689-8108

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, the contract 1. 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

Public Construction Bond - 2

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 (Seal) Principał

Title Daniel S. Catalfund, President

Liberty Mutual Insurance Company (Seal) Surety

Title Brett Rosenhaus, Attorney in Fact and Florida Resident Agent

Public Construction Bond - 3

## FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (Palm Beach County Intermodal Facility, 93222) 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.

10 Be VETENMINED DATED: (Date of substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

By: Catalfumo Construction, Inc. Its general partner (Seal) (Contractor) B (Signature) Daniel S. Catalfumo, President Liberty Mutual Insurance Company (Seal) (Surety) By:

Catalfumo Construction, Ltd.

'(Signature) Brett Rosenhaus, Attorney in Fact and Florida Resident Agent

9/15/03

Form of Guarantee - 1

$\sim$ is the second seco
IIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. his 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 e extent herein stated. LIBERTY MUTUAL INSURANCE COMPANY BOSTON, MASSACHUSETTS POWER OF ATTORNEY
NOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance mpany, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint RETT 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 ehalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding IFTY MILLION AND 00/100*********************************
recution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the ompany as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.
hat 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.
y 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 29th day of <u>April</u>, 2005 2005

By (

COMMONWEALTH OF PENNSYLVANIA SS COUNTY OF MONTGOMERY

OF

Chorus

2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged day of 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 IFREF, Thave hareunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year 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 WHE COMM first above written.

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

> Noterial Seal Teresa Pastella, Notary Public Plymouth Twp., Monigomeny County My Commission Expires Mar. 28, 2009 nnsylvenia Association of Notaria

rea Teresa Pastella, Notary Public

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

W.

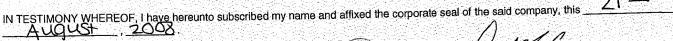
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#### CERTIFICATE

HARY PUR 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 company for the company for the company in connection with surety bonds, shall be valid and binding upon the company with the company for the company for the company in connection with surety bonds, shall be valid and binding upon the company with the company for the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company is the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company in connection with surety bonds, shall be valid and binding upon the company with the company is the company is the company in connection with surety bonds, shall be valid and binding upon the company is the com with the same force and effect as though manually affixed. 21 st



lary ang Bya David M. Carey, Assistant Secretary

day of

To confirm the validity of this Power of Attorney c 1-610-832-8240 between 9:00 am and 4:30 pm EST

AUUNU UEKIIFILATE UF LIADIL		00/20/2000				
PRODUCER (305)822-7800 FAX Collinsworth, Alter, Fowler, Dowling & French P. O. Box 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.					
Miami Lakes, FL 33014-9315	INSURERS AFFORDING COVERAGE	NAIC #				
INSURED Catalfumo Construction Ltd	INSUBERA: Zurich American Ins. Co.					
	INSURER B: Lexington Ins Co					
4300 Catalfumo Way, North	INSURER C:					
Palm Beach Gardens, FL 33410-4248	INSURER D:					
	INSURER E:					

COV	ER/	GES						WITHSTANDING
AN MA		ICLES LICIES OF INSURANCE LISTED BELO QUIREMENT, TERM OR CONDITION RTAIN, THE INSURANCE AFFORDEL S. AGGREGATE LIMITS SHOWN MA	D BY THE POLICIES DESCRIBED H	EREIN IS SUBJECT CLAIMS.	TO ALL THE TERM	AS, EXCLUSIONS AND CON	DITK	SUED OR DNS OF SUCH
INSR LTR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT		
LTR.	NSRD	GENERAL LIABILITY	GL0913777002	05/15/2008	05/15/2009	EACH OCCURRENCE	\$	1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Fa occureoce)	\$	300,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
A						GENERAL AGGREGATE	\$	2,000,000
						PRODUCTS - COMP/OP AGG	\$	2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		POLICY X PRO- JECT LOC	BAP380808804	05/15/2008	05/15/2009	COMBINED SINGLE LIMIT		
			DAFS6060604	03/13/2000	0.07 2.07 2000	(Ea accident)	\$	1,000,000
		X ANY AUTO					<u> </u>	
		ALL OWNED AUTOS				BODILY INJURY (Per person)	\$	
A		SCHEDULED AUTOS					†	
		X HIRED AUTOS				BODILY INJURY (Per accident)	\$	
		X NON-OWNED AUTOS					<u> </u>	
						PROPERTY DAMAGE (Per accident)	\$	
						AUTO ONLY - EA ACCIDENT	s	
		GARAGE LIABILITY					+	
		ANY AUTO				OTHER THAN EA ACC	\$	
i i						- Add	+	10 000 000
<u> </u>		EXCESS/UMBRELLA LIABILITY	6761622	05/15/2008	05/15/2009	EACH OCCURRENCE	\$	10,000,000
		OCCUR CLAIMS MADE				AGGREGATE	\$	10,000,000
в			1				\$	
-		DEDUCTIBLE				·	\$	
		X RETENTION \$ 25,000					\$	
<b> </b>		KERS COMPENSATION AND		05/15/2008	05/15/2009	X WC STATU- TORY LIMITS ER	1	
		LOYERS' LIABILITY				E.L. EACH ACCIDENT	\$	500,000
A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				· · · · · · · · · · · · · · · · · · ·		E.L. DISEASE - EA EMPLOYE	E \$	500,000
If ves, describe under						E.L. DISEASE - POLICY LIMIT	\$	500,000
	SPE OTH	CIAL PROVISIONS below						
1		En						
	1	· · · · · · · · · · · · · · · · · · ·						
	<u> </u>	· · · ·	]		(1810NS			

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: Palm Beach County Intermodal, 150 Clearwater Dr, WPB, Fl 33401 Certificate Holder is listed as Additional Insured on the Commercial General Liability policy per policy terms and conditions, if required by written contract/agreement

\*10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT

	CANCELLATION
	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.
Palm Beach County	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
Board of County Commissioners	OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
2633 Vista Parkway West Palm Beach, FL 33411	AUTHORIZED REPRESENTATIVE
West Faim Beach, TE 33411	Mel Wiesel/LBR Met Withy

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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)