

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

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Meeting Date: February 24, 2009

Consent      [ ] Regular  
 Workshop      [ ] Public Hearing

Department: Facilities Development and Operations

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**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 \$9,391,656.50 for construction management services for the Operations & Support Center (OSC) Warehouse and Storage Buildings.

**Summary:** Amendment No. 1 will provide for a Guaranteed Maximum Price (GMP) for the construction of the Warehouse Building and Storage Building, the final industrial use building to be relocated from Belvedere Road to the Operations & Support Center; and completing the implementation of the County's long term master plan for industrial facilities. The relocating will significantly increase the day to day operating efficiency of these users as well as the other departments already relocated to OSC. In addition, the Exchange Agreement between Department of Airports and Facilities Development & Operations (FDO) requires the current buildings to be vacated or begin paying rent – so delay is not financially effective. Project funding is from the Public Building Bond Fund. The SBE goal for this project is 15%. Catalfumo Construction will be providing 20.3% SBE participation in this Amendment. The duration of this work is 325 calendar days. (Capital Improvements Division) Countywide (JM)

**Background and Justification:** On July 10, 2007, a Work Order in the amount of \$17,401 was issued to Catalfumo Construction for pre-construction services for the Warehouse Building as part of Catalfumo CM@Risk Annual Agreement. Amendment No. 1 provides for the construction of the Warehouse Building (91,048 sf), for Purchasing and Fixed Assets and a separate Storage Building, (14,470 sf). The Storage Building was previously designed and priced in the first Phase of OSC site development (2004-2007) and was deferred until a subsequent phase. The GMP contains a contingency of \$300,811.43. The construction will be covered under the County's Master Builder Risk Insurance policy.

**Attachments:**

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

<b>Recommended by:</b>	<u></u>	<u>1/31/09</u>
	<b>Department Director</b>	<b>Date</b>
<b>Approved by:</b>	<u></u>	<u>2/11/09</u>
	<b>County Administrator</b>	<b>Date</b>

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$9,501,656.50	0	0	0	0
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$9,501,656.50</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No: Fund 3053 Dept 411 Unit B360 Object 6502  
 Reporting Category \_\_\_\_\_  
 Construction \$ 9,391,656.50  
 Staff Cost 110,000.00  
 Total 9,501,656.50

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

Project funding is from 180M NAV 08 Jail Expansion/Public Building Bond Fund

**III. REVIEW COMMENTS:**

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

Jim Owl 2-9-09  
 OFMB  
 (LO) 2/9/09 2/6/09

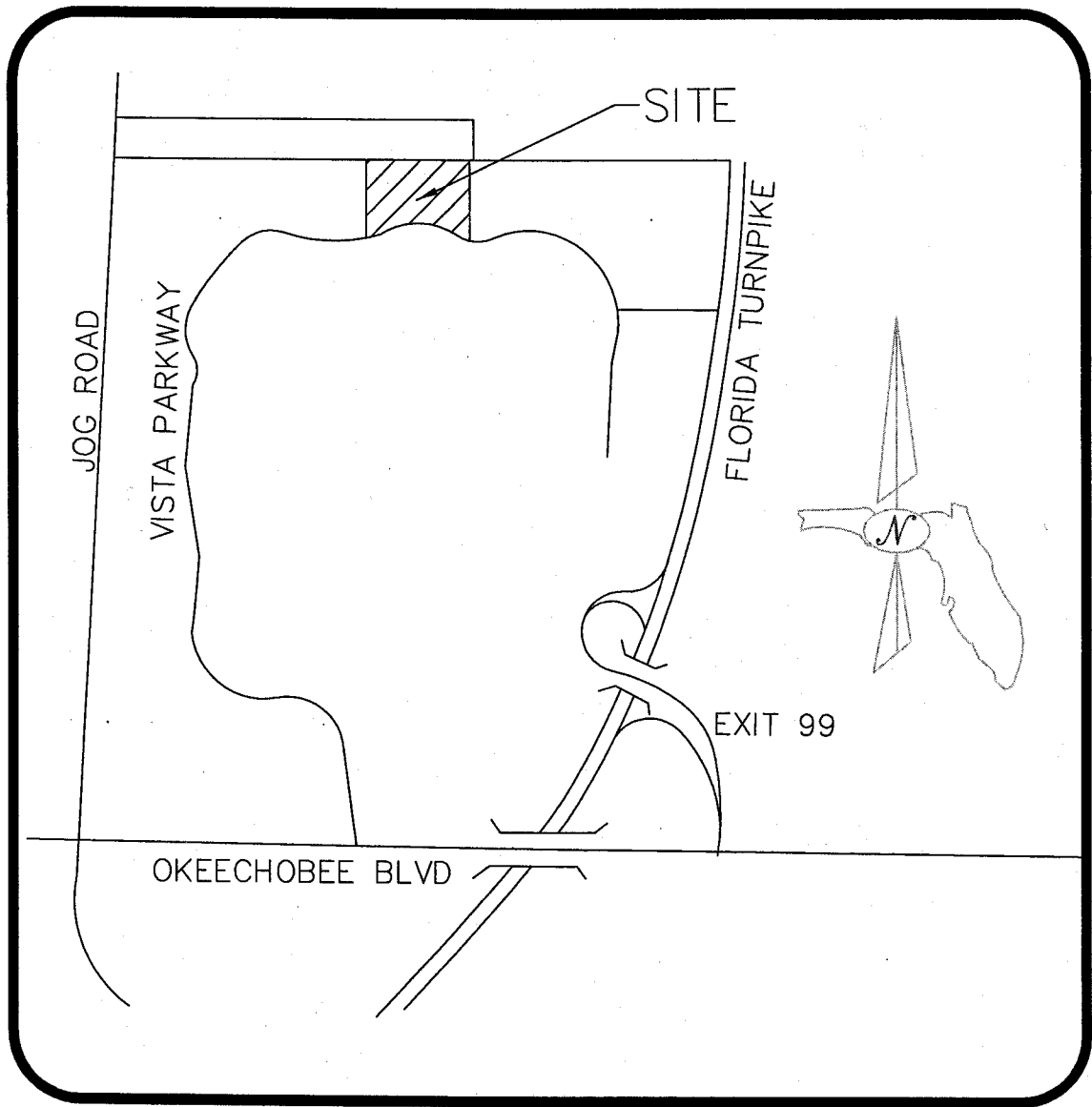
Eric J. Javalley 2/10/09  
 Contract Administrator  
 E. Jones 2/10/09

**B. Legal Sufficiency:**  
James C. Mize 2/11/09  
 Assistant County Attorney

**This amendment complies with our review requirements.**

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



LOCATION MAP  
(NOT TO SCALE)

ATT. #1

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 01/28/09    REQUESTED BY: Frank Coutts    PHONE: 233-0258  
FAX: 233-0270

PROJECT TITLE: Purchasing/Fixed Assets Warehouse    PROJECT NO.: 07201

LOCATION DESCRIPTION:    LOCATION#:

ORIGINAL CONTRACT/ANNUAL AMOUNT:    BCC RESOLUTION#:

AMOUNT REQUESTED: \$9,501,656.50

**CAPITAL IMPROVEMENTS DIV.**

CSA/LOA CHANGE ORDER NUMBER: Amendment No. 1

JAN 28 2009

CONTRACTOR/CONSULTANT NAME:

Catalfumo Construction Ltd.

FILE:

#07201-A

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

Amendment No. 1 will provide for a Guaranteed Maximum Price (GMP) for the construction of the Warehouse Building and Storage Building the final industrial use buildings to be relocated from Belvedere Road to the Operations & Support Center and completes implementation of the County's long term master plan for industrial facilities.

**WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?  
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:**

CONSTRUCTION	\$9,391,656.50
ARCHITECTURE/ENGINEER	
**STAFF COSTS (DESIGN / CONST. PHASE)	\$ 110,000.00
EQUIPMENT/OTHER/PERMIT	
TOTAL	\$9,501,656.50

*\*\* 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: 3053    DEPT: 411    UNIT: B360    OBJ: 6502

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

FEDERAL/DAVIS BACON

BAS APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ENCUMBRANCE NUMBER: \_\_\_\_\_

112807-786

ATT.#2

**AMENDMENT #1 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
OPERATIONS & SUPPORT CENTER WAREHOUSE BUILDING  
PROJECT NO. 07201**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 01/10/07 (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 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 **\$9,391,656.50** for the construction costs of Operations & Support Center Warehouse Building for Purchasing and Fixed Assets and the OSC Storage Building. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **three hundred twenty five (325)** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are **\$500.00/day** for failure to complete within the contract time or approved extension thereof.

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

ATT.#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

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: gae Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Deborah A West  
Signature

CONSTRUCTION MANAGER:  
CATALFUMO CONSTRUCTION, LTD.

BY: Catalfumo Construction, Ltd.  
Corporate Name

Deborah A. West  
Name (type or print)

a Florida Limited Partnership

BY: Catalfumo Construction, Inc.

a Florida Corp., its general partner

[Signature]  
Signature

Daniel S. Catalfumo  
Name (Type or Print)

President  
Title

VISTA OPERATIONS CENTER  
 PALM BEACH COUNTY JOB NUMBER: 07201 - CATALFUMO JOB NUMBER: 07-019-01  
 CATALFUMO CONSTRUCTION, Ltd.

EXHIBIT A

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP	
01.0	PRECONSTRUCTION MANAGERS FEE		\$ 17,401.50		SHOWN FOR REF ONLY; NOT INCLUDED IN GMP BELOW: AUTHORIZED BY SEPARATE WORK ORDER
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT)		\$ 1,196,531.70	12.74%	
02.1	OFF-SITE	\$ 34,342.91		0.37%	
02.2	ON-SITE	\$ 714,967.05		7.61%	
02.3	OVERHEAD & PROFIT	\$ 447,221.74		4.76%	
03.0	COST OF THE WORK		\$ 7,816,867.62	83.23%	
03.1	GENERAL CONDITIONS	\$ 264,717.07		2.82%	
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 7,552,150.55		80.41%	
04.0	SUBTOTAL		\$ 9,013,399.32	96.97%	
05.0	BONDS		\$ 66,579.14	0.71%	
06.0	INSURANCE & BUILDERS RISK		\$ 78,666.61	0.84%	BUILDERS RISK --- TO BE PAID DIRECTLY BY COUNTY (including all deductibles)
07.0	SALES TAX RECOVERY		\$ (67,800.00)	-0.72%	
08.0	SUBTOTAL		\$ 9,090,845.07	96.80%	
09.0	CONSTRUCTION CONTINGENCY		\$ 300,811.43	3.20%	
10.0	GUARANTEED MAXIMUM PRICE		\$ 9,391,656.50	100.00%	19.76% <== Schedule 1 anticipated SBE

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

**BOND NO. 964012091**

**CONTRACTOR:** Catalfumo Construction, Ltd.  
4300 Catalfumo Way North  
Palm Beach Gardens, 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: Vista OSC Building 8- Fixed Assets/Purchasing Warehouse and Vista OSC Building 6- Storage Building**



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 964012091

BOND AMOUNT: \$9,391,656.50

CONTRACT AMOUNT: \$9,391,656.50

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

617-357-9500

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: Vista OSC Building #8 – Fixed Assets/Purchasing Warehouse and Vista OSC Building #6 – Storage Building

PROJECT LOCATION: Building 6: 2549 Vista Parkway; Building 8: 2455 Vista Parkway, West Palm Beach, FL 33401

LEGAL DESCRIPTION: \_\_\_\_\_

2455 and 2549 Vista Parkway

West Palm Beach, FL 33411

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 (\$ 9,391,656.50)

(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: Vista OSC Building 8 – Fixed Assets/Purchasing Warehouse and  
Vista OSC Building 6 – Storage Building  
Project No.: 07201  
Project Description: One 90,000 square foot 2 story warehouse and office mixed  
use building, one 14,485 square foot single story storage building, and associated  
site work.

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: BRPH  
LOCATION OF FIRM:  
1475 East Centrepark Blvd.  
Suite 275  
West Palm Beach, FL 3341  
PHONE: 561-616-5878  
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:

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.

**This bond is given to comply with section 255.05 Florida Statutes, and 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.**

Deborah Awest

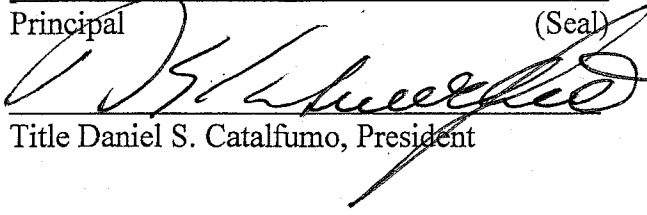
Witness

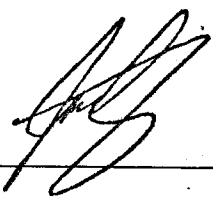
Catalfumo Construction, Ltd.

By: Catalfumo Construction, Inc. Its general partner

Principal

(Seal)

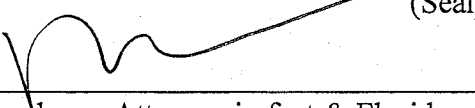
  
Title Daniel S. Catalfumo, President

  
Witness

Liberty Mutual Insurance Company

Surety

(Seal)

  
Brett Rosenhaus, Attorney in fact & Florida Resident Agent

**FORM OF GUARANTEE**

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

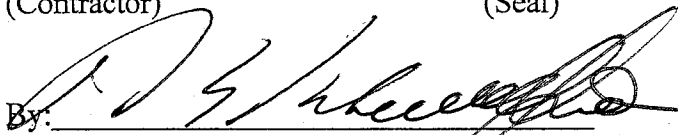
We the undersigned hereby guarantee that the Vista OSC Building 8 – Fixed Assets/Purchasing Warehouse and Vista OSC Building 6 – Storage Building, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed 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.

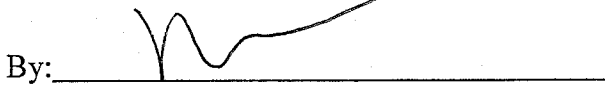
DATED: \_\_\_\_\_  
(Date of substantial completion)

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 30th day of April, 2008.

LIBERTY MUTUAL INSURANCE COMPANY

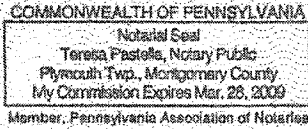
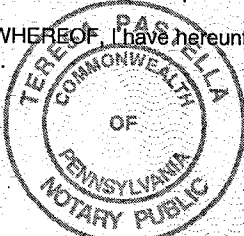
By Garnet W. Elliott  
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of April, 2008, 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 30th day of July, 2009



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

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

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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2009

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED  
Catafumo Construction Ltd  
4300 Catafumo Way, North  
Palm Beach Gardens, FL 33410-4248

## 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		<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <input type="checkbox"/> LOC	GL0913777002	05/15/2008	05/15/2009	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A		<b>AUTOMOBILE LIABILITY</b> <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	BAP380808804	05/15/2008	05/15/2009	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC380808904	05/15/2008	05/15/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Job: Vista OSC Bldg #8-Fixed Assets/Purchasing Warehouse & Vista OSC Bldg #6-Storage Building  
 Certificate Holder is named additional insured as respects Commercial General Liability, per policy terms & conditions.  
 PBC Job Number 07201  
 \*10 Day Notice of Cancellation will apply for nonpayment.

## CERTIFICATE HOLDER

Palm Beach County Board of  
County Commissioners  
Capital Improvement Division  
310 N Olivia Avenue  
West Palm Beach, FL 33401

## 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, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Mei 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.