

3H-3

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 8 to the contract with Moss & Associates, LLC. (R2007-0031) for Construction Management Services for the Central Video Visitation Facility for a Guaranteed Maximum Price (GMP) in the amount of \$4,832,770.

**Summary:** On April 25, 2006, the Board approved proceeding with Jail Expansion II consisting of the expansion of the West County Detention Facility, the Stockade and renovations to the Main Detention Center. This Amendment authorizes the construction of the Video Visitation Facility at the Central Detention Center which provides a central location for video inmate visits. This facility will reduce costs and enhance security associated with the operation of the detention system. Amendment No. 8 is funded from the Criminal Justice and Public Improvement Revenue Bond series 2008. The Small Business Enterprises (SBE) participation goal for this project is 15%. Moss & Associates will be providing 16.12% SBE participation in this Amendment. Overall SBE participation is 15.9%. The duration for this work is 242 calendar days. This Amendment also includes adding language to the contract regarding the County's policy for the use of preferences for evaluating subcontractor bids for Small Business Enterprises (SBE) and local firms. (Capital Improvements Division) Countywide/ District 6 (JM)

**Background and Justification:** Previous amendments 1-6 authorized construction of site work, out buildings, and the jail expansion. On June 16, 2009 the Board approved Amendment No. 7 for the construction of the Palm Tran Maintenance Facility. Amendment No. 8 is the next phase of work required in the development of the West County Detention Facility project. The Video Visitation Facility replaces contact visitation between inmates and the public. This method of visitation will reduce contra-band entering the facility as well as reduce the need for additional staffing. The GMP includes a contingency of \$217,475. Builder's Risk insurance for this contract will be provided through the County Master Policy.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Amendment No. 8

Recommended by: *[Signature]* Army Wolf 7/29/09  
 Department Director Date

Recommended by: *[Signature]* for County Administrator 8/13/09  
 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$4,832,770	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>\$4,832,770</b>				

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No: Fund 2053 Dept 411 Unit B362 Object 6502  
 Reporting Category \_\_\_\_\_

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

**III. REVIEW COMMENTS:**

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

MO Sll 8/10/09  
 OFMB  
 (initials) 8/10/09 CN 8/4/09

Dr. J. Jacob 8/11/09  
 Contract Administrator  
 (initials) 8/11/09

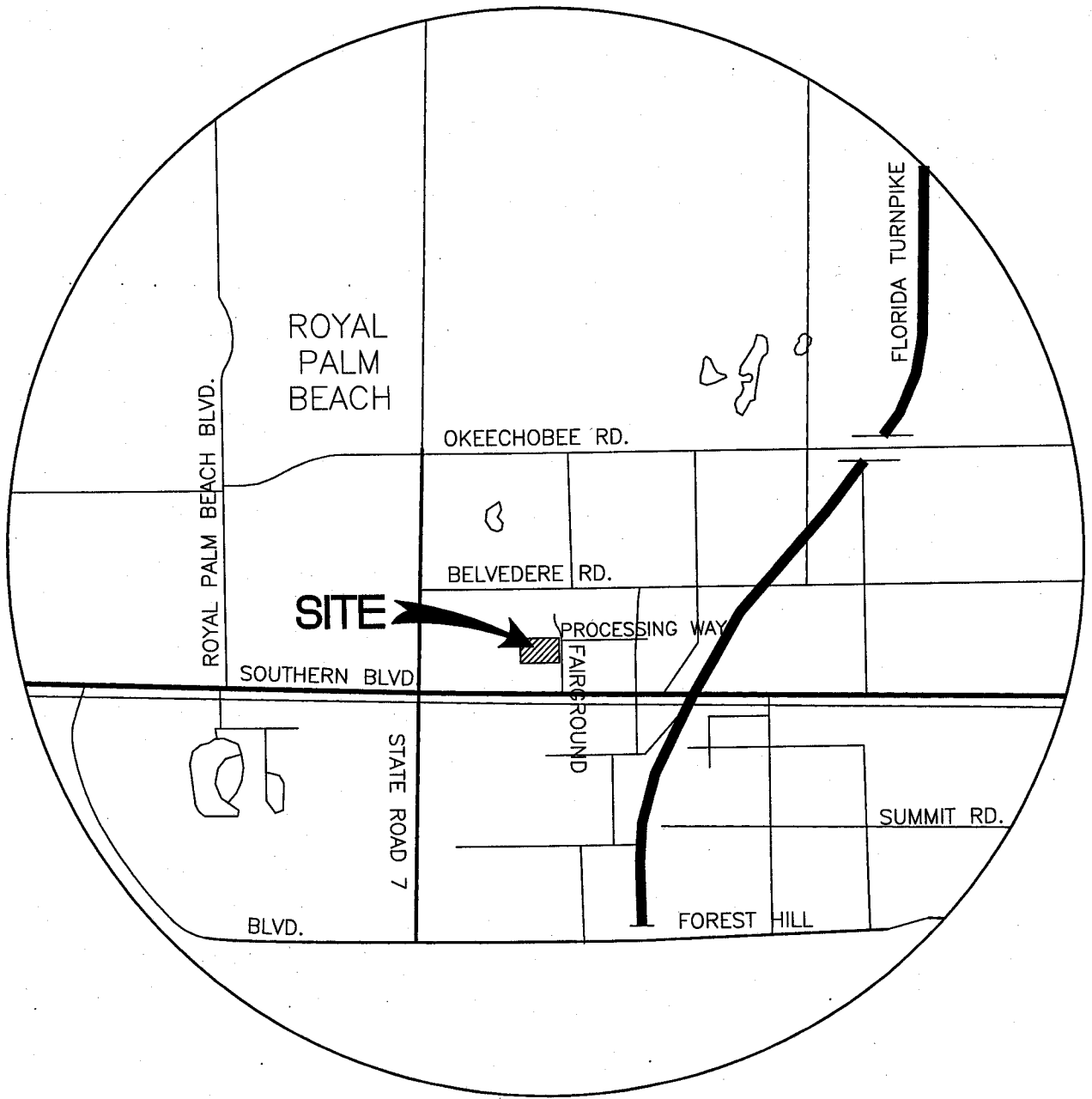
**This item complies with current County policies.**

**B. Legal Sufficiency:**

James G. [Signature] 8/12/09  
 Assistant County Attorney

**C. Other Department Review:**

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



# LOCATION MAP

N.T.S.

**ATTACHMENT # 1**

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 07/28/09      REQUESTED BY: Mike McPherson      PHONE: 233-0278  
FAX: 233-0270

PROJECT TITLE: PBC Jail Expansion Program II      PROJECT NO.: 06213  
(West County Jail)

ORIGINAL CONTRACT AMOUNT:      BCC RESOLUTION#:

REQUESTED AMOUNT:      \$4,832,770.00      DATE:

CSA or CHANGE ORDER NUMBER:      Amendment No. 8

CONSULTANT/CONTRACTOR:      Moss & Associates, LLC

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

Construction Management Services for the Central Video Visitation Facility

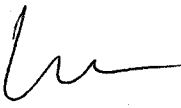
CONSTRUCTION	<u>\$4,832,770.00</u>
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising, etcetera)	_____
TOTAL	<b>\$4,832,770.00</b>

*\*\* 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: B362 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):       AD VALOREM       OTHER  
 FEDERAL/DAVIS BACON

BAS APPROVED BY:       DATE: 7-28-09

ENCUMBRANCE NUMBER: 111407-748

Revised 03/30/04

**ATTACHMENT # 2**

**AMENDMENT # 8 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
JAIL EXPANSION PROGRAM II  
CENTRAL DETENTION CENTER  
PROJECT NO. 06213**

WHEREAS, the Owner and Construction Manager, Moss & Associates, LLC., acknowledge and agree that the Contract between Owner and Construction Manager 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;

WHEREAS, the parties enter into this agreement whereby the Construction Manager has agreed to the revised provisions of the SBE Program and local preference as set forth in attachment "A".

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:

**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 \$4,832,770 for the Video Visitation Center at the Central Detention Center.

**SCHEDULE OF TIME FOR COMPLETION**

Pursuant to Article 5.3, Construction Manager shall substantially complete this work within 242 calendar days of receiving the Notice to Proceed. Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$770.00 per day through the date of certification of Substantial Completion for the Video Visitation Center at the Central Detention Center.

---

**ATTACHMENT # 3**

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

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: Army Wolf  
Director - FD&O *gac*

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Michael McPherson  
Signature

MICHAEL MCPHERSON  
Name (type or print)

CONSTRUCTION MANAGER:

MOSS & ASSOCIATES, LLC

Mika Marza  
Signature

MIKA MARZA  
Name (type or print)

U.P.  
Title

(Corporate Seal)

**Palm Beach County Jail Expansion - II**  
**Central Detention Center - Video Visitation**  
 July 27, 2009

Pkg.	Item	GMP	SBE
	Testing Lab	By Owner	
	Survey, Layout, and Control - Allowance	20,000	
3a	C.I.P.	166,000	34,560
3c	Tilt-up Concrete	164,000	In Above
4	Masonry	19,350	In Above
5	Structural & Misc. Metal	126,231	21,760
6a	Rough Carpentry	10,000	0
6b	Casework	33,265	10,883
7a	Roofing	100,128	19,924
7b	Caulking	25,000	0
8a	HM Doors & Frames	66,675	
8b	OH Coiling Doors	13,416	0
8c	Storefronts, glass, glazing	51,391	0
9a	Drywall & Acoustical	93,609	93,609
9b	Stucco	11,916	11,916
9c	Resilient Flooring	34,013	23,013
9d	Painting and Textured Finishes	39,500	28,700
9e	Acoustical	26,589	In Above
10a	Miscellaneous Specialties	104,834	17,749
10b	Canopies	163,500	0
10c	Site furnishings	in Pkg. 10a	0
21	Fire Protection	57,808	56,808
22	Plumbing	86,880	11,800
23	HVAC	287,000	74,895
26	Electrical	490,163	106,412
27,28	Data Com & Security Electronics	473,332	127,128
32a	Sitework (incl. hardscape)	738,153	132,026
32b	Chain link Fencing	14,750	0
32c	Landscaping & Irrigation	71,657	7,802
	Video Visitation booths & equipment	0	
	<b>Subtotal</b>	<b>3,489,160</b>	
	Building Permit / Plan Checking Fee	by Owner	
	Drawing Allowance Reimbursement	0	
	Construction Office Trailer	55,140	
	Construction Phase Fee	482,963	
	Cost of Work - General Conditions	229,987	
	Subbonds / Subguard	43,615	
	Builders Risk Insurance	N/A	
	Performance Bond	43,495	
	General Liability Insurance / C.C.I.P.	62,826	
	Construction Contingency	217,475	
	<b>Subtotal</b>	<b>4,624,660</b>	
	Design Contingency ( N.I.C. )	N.I.C.	
	Escalation	N/A	
	Construction Manager Fee	208,110	
	<b>TOTAL</b>	<b>4,832,770</b>	<b>778,985</b> <b>16.12%</b>
	<b>GMP Total</b>	<b>4,832,770</b>	

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 105 311 592

BOND AMOUNT: \$4,832,770.00

CONTRACT AMOUNT: \$4,832,770.00

CONTRACTOR'S NAME: Moss and Associates, LLC

CONTRACTOR'S ADDRESS: 2101 N. Andrews Avenue, Ste. 300  
Fort Lauderdale, Fl 33311

CONTRACTOR'S PHONE: 954-524-5678

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square  
Hartford, CT 06183

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 N. Olive Avenue  
West Palm Beach, Fl 33401

OWNER'S PHONE: \_\_\_\_\_

DESCRIPTION OF WORK: New Vedio Visitation Facility

PROJECT LOCATION: Central Detention Center

LEGAL DESCRIPTION: West Palm Beach, Florida



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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of Four million eight hundred thirty-two thousand seven hundred seventy and 00/100 dollars  
Dollars (\$ 4,832,770.00 )

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: Central Detention Center  
Project No.: 600818  
Project Description: New video visitation facility  
Project Location: Central Detention Center  
West Palm Beach, FL

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: HOK/STH  
LOCATION OF FIRM: 1400 Centrepark Boulevard, Ste. 500  
PHONE: 561-832-5599 West Palm Beach, FL 33401  
FAX: 561-655-4828

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 Central Detention Ctr. , 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 \* If any, 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 255.05, 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.

Ashley Solb

Witness

Moss and Associates, LLC

Principal (Seal)

W. Scott Tuckman  
Title **EXECUTIVE VICE PRESIDENT**

[Signature]  
Witness

Travelers Casualty and Surety Company  
Surety (Seal) of America

[Signature]  
Title Charles J. Nielson, Attorney-in-fact/  
Resident Agent

**FORM OF GUARANTEE**

GUARANTEE FOR

Moss and Associates, LLC (Contractor)

Travelers Casualty and Surety Company of America (Surety)

We the undersigned hereby guarantee that the 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

Moss and Associates, LLC

(Contractor)

(Seal)

By: *W. Don Tridinger*  
(Signature)

Travelers Casualty and Surety Company

(Surety)

(Seal) of America

By: *C. J. Nielson*  
(Signature)

Charles J. Nielson Attorney-in-fact/  
Resident Agent

**PRODUCER**  
Aon Risk Services, Inc. of Massachusetts  
One Federal Street  
Boston MA 02110 USA

PHONE-(866) 283-7122 FAX-(847) 953-5390

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

**INSURED**  
Moss & Associates, LLC  
2101 N. Andrews Avenue  
Suite 300  
Wilton Manors FL 33311 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Commerce & Industry Ins Co	19410
INSURER D:		
INSURER E:		

**COVERAGES**

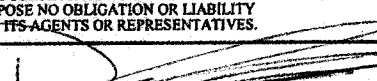
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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	GL0914084702	01/01/09	01/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Co11 Ded \$1,000	BAP591817003	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						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	
C		<b>EXCESS /UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	BE023817394	01/01/09	01/01/10	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC591944003	01/01/09	01/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 RE: Central Detention Center- Video Visitation. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are listed as Additional Insured with respect to the General Liability policy where required by written contract. A Waiver of Subrogation is granted in favor of Palm Beach County on the

**CERTIFICATE HOLDER**  
 Palm Beach County  
 Facilities Development  
 2633 Vista Parkway  
 West Palm Beach FL 33411-5613 USA

**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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Holder Identifier : Certificate No : 570035615726

**Attachment to ACORD Certificate for Moss & Associates, LLC**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

Moss & Associates, LLC  
 2101 N. Andrews Avenue  
 Suite 300  
 Wilton Manors FL 33311 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 General Liability policy.

Certificate No : 570035615726



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220976

Certificate No. 003064535

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

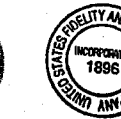
Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, Warren M. Alter, David R. Hoover, Gicelle Pajon, Olga Iglesias, Gloria McClure, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of April, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 30th day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

## Attachment A

**Add the following paragraphs regarding the Small Business Enterprise Program and Local Preference to the contract after Paragraph 2.1.15.**

### 2.1.15.1 Small Business Enterprise Program

2.1.15.1.1 - Policy - It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program. The provisions of this Ordinance are applicable to this contract, and shall have precedence over the provisions of this contract in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

2.1.15.1.2 - SBE Goals - The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

2.1.15.1.3 - When evaluating competitive bids/quotes, in order to achieve the overall project goal of 15%, the Construction Manager may award to a bidder responsive to the 15% SBE requirement as long as the bid does not exceed a lower bid amount by ten percent (10%), to a cumulative total of all bids for any project in an amount not to exceed the sum of one hundred thousand dollars (\$100,000) plus three percent (3%) of the total contract in excess of one million dollars (\$1,000,000).

2.1.15.1.3.a Schedule 1 - List of Proposed SBE and M/WBE Subcontractors - This list shall contain the names of all SBE and M/WBE subcontractors intended to be used in performance of the contract if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified.

2.1.15.1.3.b Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor - One Schedule 2 for each SBE and M/WBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and M/WBE Subcontractor.

2.1.15.1.4 SBE Certification - Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO SIXTY (60) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the Construction Manager to confirm the certification of any proposed SBE; Construction Manager may contact the OSBA at (561) 616-6840 to verify certification.

2.1.15.1.5 Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

2.1.15.1.5.a A subcontractor may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

2.1.15.1.5.b A subcontractor may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).

2.1.15.1.5.c A subcontractor may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.

2.1.15.1.5.d A subcontractor may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid/proposal submittal.

2.1.15.1.6 Responsibilities After Contract Award - All subcontractors shall meet the SBE participation percentages submitted in their respective bids contained on Schedules 1 & 2. Bidders agree to provide any additional information requested by the County to substantiate participation.

2.1.15.1.6.a The contractor shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

2.1.15.1.7 SBE Substitutions - After contract award, the Construction Manager will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages. Requests for substitutions must be submitted in writing.



2.1.15.2

Local Preference

2.1.15.2.1 In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to firms having a permanent place of business in Palm Beach County. The Construction Manager may apply this preference when evaluating subcontractor bids. Local preference means that if the lowest responsive, responsible Bidder is a regional or non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. The \$100,000 is a cumulative value for all subcontractors under one project.

2.1.15.2.2. To receive a local preference, a Bidder must have a permanent place of business in Palm Beach County. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County; or, the Bidder has a permanent office or other site in Palm Beach County where the Bidder will produce a substantial portion of the goods or services to be purchased.

2.1.15.2.3 A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the Bidder had a permanent place of business. The name and address on the business tax receipt must be the same name and address that is included in the bid. A Palm Beach County business tax receipt is required unless specifically exempted by law.

2.1.15.2.4 The ranking of responsive Bidders pursuant to the SBE Ordinance which results in an award to a Bidder in compliance with the Ordinance shall not be re-ordered by the provisions of the Local Preference Ordinance to the extent that the application of local preference would result in an award to a non-SBE firm.

---

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS  
CHANGE ORDER WORK**

PROJECT NAME: Palm Beach County Jail Expansion II - Central Detention Center/Central Video Visitation PROJECT NO. 06213

NAME OF GENERAL CONTRACTOR: Moss & Associates LLC CONTACT PERSON: Tom Russell PHONE NO: 954-769-8650

BID OPENING DATE: N/A

DEPARTMENT: FD&O

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

(Check one or both Categories) Subcontract Amount

Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. LEBOLO CONSTRUCTIO	x	x		\$34,560			\$
2. RIVERS CONSTRUCTION	x	x					\$17,260
3. D.C. CRANE	x	x					\$4,500
4. ALL PROFESSIONAL CONCRETE, INC	x	x					\$10,883
5. FLEICHERS, INC	x	x					\$28,700
6. INDUSTRIAL ROOF REPAIR	x	x					\$19,924
7. BARON SIGN MANUFACTURING		x			\$23,013		\$17,749
8. BRIAN'S CARPET AND COMMERCIAL FLOORING	x	x					\$4,000
9. PRO INSULATION					\$3,000		
10. ALLIANCE PROFESSIONAL, INC		x			\$4,800		
11. L&L WORLDWIDE, INC		x			\$74,895		
12. DOLPHIN SHEET METAL, INC	x	x					
13. HARPER'S FIRE SPRINKLER, INC	x	x	\$56,808				\$106,412
14. KNIGHT ELECTRIC COMPANY		x					\$127,128
15. DK ELECTRIC, INC		x					\$132,026
16. M.J WHITEN CONTRACTOR		x					
17. DOUBLE TREE	x	x		\$3,901	\$3,901		\$105,525.00
18. RALPH DELL-PIETRA		x					
<b>TOTAL</b>			\$56,808	\$38,461	\$109,609	\$0	\$574,107

Total Bid Price \$ 4,832,770

Total Value of SBE Participation \$778,985

SBE Percentage 16.12%

**NOTE:**

- The amount listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attained
- Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both SBE and M/WBE, please indicate the dollar amount under the appropriate category
- M/WBE information is being collected for tracking purposes only.